



## **TOWN COUNCIL MEETING AGENDA**

Wednesday, August 17, 2011, 7:00 p.m.

Town Council Chambers  
10720 Caribbean Boulevard  
Cutler Bay, Florida 33189

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.

- 1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE  
ADDITIONS, DELETIONS AND DEFERRALS**
- 2. PUBLIC COMMENTS**
- 3. PROCLAMATIONS, AWARDS, AND PRESENTATIONS**
  - A. GIRL POWER PROCLAMATION**
  - B. SMART GROWTH PRESENTATION**
  - C. ALZHEIMER'S CITY CHALLENGE**
- 4. APPROVAL OF MINUTES**  
JULY 25, 2011 WORKSHOP
- 5. REPORTS**
  - A. TOWN MANAGER'S REPORT**
  - B. TOWN ATTORNEY'S REPORT**
  - C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS**

TAB 1

**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 TOWN MANAGER TO EXECUTE AND ENTER INTO AN AGREEMENT WITH TROPIC LANDSCAPING & LAWN MAINTENANCE INC. FOR THE PURCHASE AND INSTALLATION OF LIVE OAK TREES WITHIN THE TOWN'S DESIGNATED RIGHT-OF-WAYS, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 2

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AGREEMENT TO PROVIDE IMPROVEMENTS TO THE TOWN CENTER SOUTH PARKING LOT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST-RANKED CONTRACTOR WILLIAMS PAVING COMPANY, INC., AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 3

- C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE PROVISION OF STORMWATER IMPROVEMENT PROJECT; AUTHORIZING THE ISSUANCE OF A INVITATION TO BID (ITB) FOR THE SOUTHWEST 97 AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 4

- D.** A RESOLUTION BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RECOMMENDING "PROJECT TASTY," BE APPROVED AS A QUALIFIED BROWNFIELD BUSINESS PURSUANT TO SECTION 288.107, FLORIDA STATUTES; AFFIRMING THE SITE OF THIS PROJECT IS IN A DESIGNATED BROWNFIELD AREA; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

- E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH CORZO, CASTELLA, CARBALLO, THOMPSON, SALMAN, P.A. TO PROVIDE DESIGN AND ENGINEERING SERVICES FOR THE CARIBBEAN BOULEVARD ROADWAY IMPROVEMENTS PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 6

- F.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE TOWN OF CUTLER BAY FOR THE PROVISION OF AN AFTER SCHOOL PROGRAM AT CUTLER RIDGE PARK; AUTHORIZING

TAB 7

THE TOWN MANAGER TO EXECUTE THE SAME, AND PROVIDING FOR AN EFFECTIVE DATE.

- G.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF AN REQUEST FOR PROPOSAL (RFP) TO EFFECTUATE THE INTENT AND PURPOSE OF THE FLORIDA CLEAN ENERGY GRANT; PROVIDING FOR TOWN MANAGER AUTHORIZATION; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 8

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

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR MOBILE FOOD SERVICES OPERATIONS SPECIAL EVENTS; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 9

**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.

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

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

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 10-13 RELATING TO BURGLAR ALARM REGISTRATION; PROVIDING FOR A WARNING PERIOD, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 10

**END OF PUBLIC HEARING**

**10. 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.

**11. MAYOR AND COUNCIL COMMENTS**

**12. OTHER BUSINESS**

**13. 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



**TOWN OF CUTLER BAY TOWN COUNCIL WORKSHOP  
MINUTES**

Monday, July 25, 2011, 5:30 p.m.  
Town Hall  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189

**Members Present:**

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

**Also Present:**

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

(Councilmember Sue Ellen Loyzelle joined the meeting by telephonic conference.)

**1. CALL TO ORDER, ROLL CALL, and PLEDGE OF ALLEGIANCE**

The mayor called the meeting to order at 5:35 p.m.; requested that Ms. Coulson call the roll and with a quorum was present, the mayor led in the Pledge of Allegiance to the Flag.

After discussion, and **on motion of Vice Mayor Sochin, seconded by Councilmember Mixon and unanimously carried, the council granted the permission for Councilmember Peggy Bell to participate in this evening's proceedings by telephonic conference.**

**2. DISCUSSION ITEMS**

**A. FY 2011/12 Budget**

The council discussed with Messrs. Alexander and Robert Daddario, Finance Director, the procedures for the Fiscal Year 2011/12 Budget Public Hearings; the scheduling of budget meetings during the second week of August 2011 with individual elected officials, and the plans for a future budget meeting thereafter.

The council agreed to obtain information on the percentage of the millage rate from Mr. Alexander and comment on the council's evaluations at the next meeting.

**B. Town's Website (Loyzelle)**

Councilmember Loyzelle referred to the draft resolution which she requested that the town attorneys work on regarding the timely posting of current resolutions and ordinances on the website and voiced concerns on the problems in accessing executed ordinances and resolutions on the website.

After much discussion and upon Mr. Alexander's suggestion, the council agreed that if, based on Ms. Coulson's speculation, the documents cannot be placed on the town's website within seven days, the draft resolution would be considered by the council at its August 17, 2011 meeting.

**C. Town Clerk's Expenses (MacDougall)**

Extensive discussions were held with the council regarding the town clerk's inherited workload; options to retain additional temporary assistance, and the council's expectations of the position.

Following lengthy debate, the council discussed the suggestion for Ms. Coulson to provide a report identifying the parameters of need in the town clerk's office and provide Mr. Alexander with the costs for part time assistance recommended for inclusion in the budget.

**D. Town Clerk's Duties (MacDougall)**

The mayor moved the agenda as the town clerk's duties was addressed in the previous item.

**E. Codification of Ordinances**

After discussions were held on the classification and updating the town's code of ordinances, Mr. Alexander indicated that the costs involved available from the town attorney would be incorporated as part of the town clerk's budget.

Following further deliberations, Mr. Friedman gave reasons why it is in the public's interest to codify the town's code to which Mr. Alexander reaffirmed its cost effectiveness to staff, the council and the residents.

**F. Council Meetings (Loyzelle)**

Councilmember Loyzelle referred to the suggestions made at the June 13, 2011 council workshop for councilmembers to individually meet with Mr. Alexander and the council's consideration of items placed on the council's agenda.

After recognizing the procedures for workshop meetings, Councilmember Loyzelle recommended holding mid-monthly meetings to address the council's ideas on strategic planning, the town's vision, and progress updates.

Following extensive deliberations, the mayor suggested that councilmembers notify the town manager and the clerk if they desire to share ideas by calling a meeting.

### **3. MAYOR AND COUNCIL COMMENTS**

#### **July 26, 2011 Regular Meeting**

Later in the meeting, Councilmember Bell relayed her request to Ms. Coulson on her preference to have the same seating arrangements for regular council meetings to be held in the new town council chambers.

After the council discussed the accessibility of the July 26, 2011 regular agenda, the mayor determined that he can foresee no problems in holding the meeting.

#### **MDCLC Meeting**

The mayor announced that he has been working with Richard Kuper Esq., Miami-Dade County League of Cities, to showcase the town; addressed the plan to host its regular board of directors meeting in the town, and explained that Ms. Coulson will apprise the council on the outcome.

#### **Smart Growth 20/20 Vision (Bell)**

After Councilmember Bell addressed her desire to hold a tour (approved at the March 30, 2011 meeting) similar to the council's previous "Vision 20/20" Marketing Initiative Bus Tour, the mayor conveyed his request for Ms. Coulson to find out from the Economic Development Council (EDC) on available funds allocated by the former District 8 County Commissioner Katy Sorenson that was unused.

Due to the inability to reach the EDC's executive director, Mr. Alexander requested that Mr. Julian Perez, Community Development Department Director, make arrangements in this regard.

After considerable discussion, the council agreed to set aside the date of September 23, 2011 for the tour to take place and Mr. Alexander confirmed in the affirmative that funds are available in the budget.

#### **Appreciation**

Councilmember Loyzelle expressed heartfelt appreciation to the councilmembers for their thoughts and prayers during the recent passing of her mother.

#### **Bay Point School**

The mayor indicated that the town is moving forward with Bay Point School and advised the councilmembers to meet with Mr. Alexander to be brought up to speed.

### **4. OTHER BUSINESS**

There was no other business to come before the council at this time.

**5. ADJOURNMENT**

There being no further business to come before the council, and on motion made, seconded and unanimously carried, the meeting adjourned at 7:46 p.m.

The minutes were approved at the August 17, 2011 Regular Council Meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, Town Clerk

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

DRAFT

TAB 2

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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AND ENTER INTO AN AGREEMENT WITH TROPIC LANDSCAPING & LAWN MAINTENANCE INC. FOR THE PURCHASE AND INSTALLATION OF LIVE OAK TREES WITHIN THE TOWN'S DESIGNATED RIGHT-OF-WAYS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay ("Town") as a result of past hurricanes, tropical storms, and other conditions has lost a great deal of tree canopy; and

**WHEREAS**, the Town is continuing its efforts to meet the annual requirements to receive Tree City USA recognition by planting replacement tree canopy reduced by past storm events; and

**WHEREAS**, the Town Council recognizes the importance of enhanced tree canopy within the Town; and

**WHEREAS**, the Town has completed and adopted via Resolution # 09-02 a Street Tree Master Plan that identified several neighborhoods with little or no tree canopy; and

**WHEREAS**, the Town Council has included in the fiscal year 2010-11 budget, funding for new tree plantings throughout the Town's right-of-ways; and

**WHEREAS**, in accordance with the Town's Purchasing Ordinance 06-22, the Town intends to utilize the prices submitted through the competitive bidding process as performed by the Village of Palmetto Bay (Bid # 2010-PW-102) sealed competitive bids, which were publicly opened on January 4, 2011, to purchase and install Live Oak (*Quercus Virginiana*) trees, attached as Exhibit "A"; 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 finds that this Resolution will promote the health, safety and welfare 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. Selection Approved.** Pursuant to Section 4 of Town Ordinance 06-22, the Town intends to contract with Tropic Landscaping & Lawn Maintenance, Inc., which submitted the second lowest & response bid through the competitive bidding process as performed by the Village of Palmetto Bay, ratified by the Village of Palmetto Bay Resolution 2011-05, to purchase and install Live Oak (Quercus Virginiana) trees.

**Section 3. Town Manager Authorized.** The Town Manager is authorized, on behalf of the Town, to execute an agreement and issue a purchase order in an amount not to exceed \$150,000.00 to Tropic Landscaping & Lawn Maintenance, Inc. for the purchase and installation of live Oak Trees with the same terms, conditions, and warranties as defined in the Village of Palmetto Bay's bid # 2010-PW-102 attached hereto as Exhibit "B".

**Section 4. Effective Date.** The Resolution shall become 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 N. Sochin \_\_\_\_\_

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

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

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

DRAFT





## Office of the Town Manager

Steven J. Alexander  
Town Manager

# MEMORANDUM

To: Honorable Mayor and Councilmembers

From: Steven J. Alexander, Town Manager

Date: August 17, 2011

Re: Purchase and Installation of Live Oak Trees

## REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AND ENTER INTO AN AGREEMENT WITH TROPIC LAWN & LANDSCAPING, INC. FOR THE PURCHASE AND INSTALLATION OF LIVE OAK TREES WITHIN THE TOWN'S DESIGNATED RIGHT-OF-WAYS; AND PROVIDING FOR AN EFFECTIVE DATE.**

## BACKGROUND AND ANALYSIS

As part of the Street Tree Master Plan, which, was adopted via Resolution # 09-02 in January 2009, Town Staff is recommending approval for Phase IV – street tree planting. Since incorporation, the Town has planted over 700 Live Oak trees, throughout our residential neighborhood. Additionally, the Town has received and continues its annual recertification efforts, for our prestigious Tree City USA designation.

Town Staff has carefully reviewed existing municipal contracts for the purchase and installation of Live Oak trees (with a one (1) year warranty), from other surrounding municipalities. Based on the review, costs, and warranties, staff has determined that active "tree replacement" contract awarded by the Village of Palmetto Bay Bid# 2010-PW-102 (see attached Exhibit "A" – Bid Documents), will expedite the purchase and installation of much needed street tree canopy as identified in the Town's Tree Master Plan. The Village of Palmetto Bay's competitive bidding process included: advertisement of the Bid on December 6, 2010; hosting a Pre-Bid Meeting on December 14, 2011; and publicly opening of sealed bids on January 4, 2011 (six contractors submitted bids).





Town staff contacted the Village of Palmetto Bay's first "lowest & responsive" bidder (CNC Management Inc.), in order to confirm that the Live Oak tree pricing provided to the Village of Palmetto Bay can be extended to the Town. Unfortunately, the first "lowest & responsive bidder" was not able to meet the original contract specifications and pricing (see attached Exhibit "B" – written response from contractor). Town staff is recommending the second "lowest & responsive" bidder (see attached Exhibit "C" – bid tabulations): Tropic Landscaping & Lawn Maintenance, Inc. has successfully completed similar tree planting projects for several municipal and private clients. Town staff has reviewed Tropic Landscaping & Lawn Maintenance Inc's bid submittals for any irregularities (see attached Exhibit "D" – Tropic Bid Submittal).

The live oak tree "Quercus Virginia" is an ideal native tree for shade, open spaces, parks and where there are generous right-of-ways. The live oaks, in time, will form an archway over the paving creating a pedestrian friendly environment. Additional, tree increased canopy will reduce the levels of carbon monoxide and enhance the air quality throughout the surrounding neighborhoods.

The selected Live Oak trees will have the following specifications:

Live Oak, Florida Fancy, Container Grown (100 gallon), 16' Height, 6' Clear Trunk, 8'-9' Spread. Additionally, the live oaks will be warranted for one (1) year after the date the Town accepts the tree.

Town staff will "tag" all of the trees, at the nursery, in order to certify that each tree meets or exceeds the contract specification outlined in the bid documents, prior to planting process. Additionally, Town staff will coordinate the planting with our certified landscape architect, which, was selected through the Professional Services Request for Qualifications.

The selected contractor (Tropic Landscaping & Lawn Maintenance, Inc.) has successfully completed similar projects, in the following municipalities: Village of Pinecrest, City of Plantation, City of Miami, City of Ft. Lauderdale, and the City of Margate. Additionally, the selected contractor has successfully completed planting project for several private developers.

### **RECOMMENDATION**

It is recommended that the Town Council approve the attached Resolution.



Villagewide Landscape Services Bid Tabulation 2010-PW-102

Bid Item No.	Plant Name	Description	SUNCOAST NURSERY & TIKI HUTS		GROUNDKEEPERS INC.		TIP TOP ENTERPRISES		CNC MANAGEMENT		TROPIC LANDSCAPING & LAWN MAINT.		ALL GREEN NURSERY	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
FY-1	Quercus Virgiana (Live Oak)	16' HT x 8' - 9' SP, 100 GAL, 6' CT FL Fancy	\$480.00	\$45,600.00	\$447.00	\$42,465.00	\$459.00	\$43,605.00	\$250.00	\$23,750.00	\$425.00	\$40,375.00	\$469.00	\$44,555.00
FY-2	Elaeocarpus Decipiens (Japanese Blueberry)	10'-12' HT x 5' - 6' SP, Standard	\$280.00	\$3,920.00	\$247.00	\$3,458.00	\$367.00	\$5,138.00	\$175.00	\$2,450.00	\$265.00	\$3,710.00	\$395.00	\$5,530.00
TOTAL:				\$49,520.00		\$45,923.00		\$48,743.00		\$26,200.00		\$44,085.00		\$50,085.00
P-1	Cassia Surattensis (Glaucous Cassia)	8' HT x 4' - 5' SP, 4' CT	\$250.00	\$250.00	\$145.00	\$145.00	\$200.00	\$200.00	\$110.50	\$110.50	\$165.00	\$165.00	\$320.00	\$320.00
P-2	Delonix Regia (Royal Poinciana)	12' HT x 6' - 7' SP, 5' CT	\$250.00	\$250.00	\$175.00	\$175.00	\$238.00	\$238.00	\$127.50	\$127.50	\$185.00	\$185.00	\$328.00	\$328.00
P-3	Hycophorbe Lagenicaulis (Bottle Palm)	12' HT	\$350.00	\$350.00	\$175.00	\$175.00	\$625.00	\$625.00	\$306.00	\$306.00	\$365.00	\$365.00	\$465.00	\$465.00
P-4	Krugiodendron Ferreum (Black Ironwood)	10' HT x 4'- 5' SP	\$250.00	\$250.00	\$175.00	\$175.00	\$550.00	\$550.00	\$382.50	\$382.50	\$275.00	\$275.00	\$350.00	\$350.00
P-5	Lagerstroemia Indica (Crape Myrtle)	12' HT x 7' - 8' SP, Standard, Color to be Selected	\$250.00	\$250.00	\$200.00	\$200.00	\$300.00	\$300.00	\$297.50	\$297.50	\$185.00	\$185.00	\$374.00	\$374.00
P-6	Lysiloma Latisiliqua (Wild Tamarind)	12' HT x 7' - 8' SP	\$250.00	\$250.00	\$175.00	\$175.00	\$175.00	\$175.00	\$110.50	\$110.50	\$195.00	\$195.00	\$330.00	\$330.00
P-7	Peltophorum Pterocarpum (Copperpod)	12' HT x 7' - 8' SP	\$250.00	\$250.00	\$197.00	\$197.00	\$300.00	\$300.00	\$212.50	\$212.50	\$185.00	\$185.00	\$360.00	\$360.00
P-8	Pychosperma Elegans (Alexander Palm)	14' HT OA, Single Trunk, Dense Canopy	\$200.00	\$200.00	\$197.00	\$197.00	\$288.00	\$288.00	\$170.00	\$170.00	\$200.00	\$200.00	\$360.00	\$360.00
P-9	Pychosperma Elegans (Alexander Palm)	14' HT OA, Triple Trunk, Dense Canopy	\$250.00	\$250.00	\$197.00	\$197.00	\$420.00	\$420.00	\$204.00	\$204.00	\$225.00	\$225.00	\$380.00	\$380.00
P-10	Roystonea Elata (Florida Royal Palm)	10' GR WOOD, 22' OA MIN, 12" Cal. where wood meets shaft, FL FANCY	\$250.00	\$250.00	\$550.00	\$550.00	\$625.00	\$625.00	\$425.00	\$425.00	\$465.00	\$465.00	\$440.00	\$440.00
P-11	Swietenia Mahagani (Mahogany)	15' HT x 6' - 7' SP, 5' CT, 45 GAL	\$300.00	\$300.00	\$450.00	\$450.00	\$188.00	\$188.00	\$255.00	\$255.00	\$250.00	\$250.00	\$374.00	\$374.00
P-12	Wodyetia Bifurcata (Foxtail Palm)	15' HT OA, Dense Canopy Single Trunk	\$200.00	\$200.00	\$250.00	\$250.00	\$288.00	\$288.00	\$170.00	\$170.00	\$275.00	\$275.00	\$380.00	\$380.00
P-13	Adonidia Palm (Christmas Palm)	12' - 14' OA HT, Dense Canopy, Thick Double, 3" Cal. Trunk, Specimen	\$250.00	\$250.00	\$197.00	\$197.00	\$213.00	\$213.00	\$255.00	\$255.00	\$220.00	\$220.00	\$420.00	\$420.00
P-14	Pychosperma Elegans (Solitaire Palm)	12' - 14' OA HT, Dense Canopy, Thick Trunks, Triple, 3" Cal. Trunk, Specimen	\$200.00	\$200.00	\$195.00	\$195.00	\$163.00	\$163.00	\$204.00	\$204.00	\$260.00	\$260.00	\$370.00	\$370.00
P-15	Veitchia Montgomeryana (Montgomery Palm)	14' OA HT, Dense Canopy, Thick Trunks, Triple, 3" Cal. Trunk, Specimen	\$250.00	\$250.00	\$195.00	\$195.00	\$213.00	\$213.00	\$204.00	\$204.00	\$225.00	\$225.00	\$370.00	\$370.00
SG-1	Dianella Tasmanica (Blueberry Flaxlily)	18" HT x 18" SP, 3 GAL, Dense, 24" on Center	\$9.00	\$9.00	\$8.75	\$8.75	\$10.00	\$10.00	\$5.95	\$5.95	\$9.00	\$9.00	\$7.00	\$7.00
SG-2	Ficus Microcarpa 'Green Island' (Green Island Ficus)	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	\$9.00	\$9.00	\$8.75	\$8.75	\$10.00	\$10.00	\$5.95	\$5.95	\$9.00	\$9.00	\$7.00	\$7.00
SG-3	Schefflera Arboricola 'Trinette' (Arboricola)	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	\$9.00	\$9.00	\$8.75	\$8.75	\$8.00	\$8.00	\$5.10	\$5.10	\$9.00	\$9.00	\$6.50	\$6.50
SG-4	Duranta Erecta (Gold Mound)	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	\$9.00	\$9.00	\$8.75	\$8.75	\$8.00	\$8.00	\$4.70	\$4.70	\$9.00	\$9.00	\$6.60	\$6.60
SG-5	Codiaeum Variegatum (Croton 'Petra')	18" HT x 18" SP, 3 GAL, Dense, 18" on Center	\$9.00	\$9.00	\$8.75	\$8.75	\$10.00	\$10.00	\$5.10	\$5.10	\$10.00	\$10.00	\$6.25	\$6.25
MG-1	Soil	SqFt	\$18.00	\$18.00	\$2.25	\$2.25	\$2.00	\$2.00	\$2.25	\$2.25	\$0.12	\$0.12	\$0.20	\$0.20
MG-2	Mulch	Palette	\$230.00	\$230.00	\$175.00	\$175.00	\$285.00	\$285.00	\$250.00	\$250.00	\$337.50	\$337.50	\$210.00	\$210.00
MG-3	Sod (St. Augustine)	SqFt	\$1.25	\$1.25	\$0.40	\$0.40	\$0.60	\$0.60	\$0.26	\$0.26	\$0.32	\$0.32	\$0.22	\$0.22
S-1	Tree Removal	Ea	\$1,200.00	\$1,200.00	\$12.00	\$12.00	\$1,920.00	\$1,920.00	\$225.00	\$225.00	\$325.00	\$325.00	\$190.00	\$190.00
S-2	Tree Stump Removal	Ea	\$250.00	\$250.00	\$37.00	\$37.00	\$480.00	\$480.00	\$150.00	\$150.00	\$125.00	\$125.00	\$70.00	\$70.00
S-3	Tree Stump Grinding	Ea	\$100.00	\$100.00	\$27.00	\$27.00	\$720.00	\$720.00	\$75.00	\$75.00	\$100.00	\$100.00	\$70.00	\$70.00
S-4	Tree Trimming	Ea	\$250.00	\$250.00	\$10.00	\$10.00	\$60.00	\$60.00	\$100.00	\$100.00	\$125.00	\$125.00	\$123.00	\$123.00
S-5a	Mowing Grass	SqYd	\$16.00	\$16.00	\$0.02	\$0.02	\$0.02	\$0.02	\$1.50	\$1.50	\$5.75	\$5.75	\$1.82	\$1.82
S-5b	Mowing Grass	Ac	\$300.00	\$300.00	\$75.00	\$75.00	\$96.00	\$96.00	\$75.00	\$75.00	\$150.00	\$150.00	\$72.00	\$72.00
S-6	Plant Fertilization	Ea	\$1.50	\$1.50	\$0.20	\$0.20	\$0.20	\$0.20	\$0.65	\$0.65	\$10.00	\$10.00	\$0.20	\$0.20
				\$6,161.75		\$3,855.62		\$8,395.82		\$4,340.46		\$4,899.69		\$6,391.79

# INVITATION TO BID

Village of Palmetto Bay  
8950 SW 152<sup>nd</sup> Street  
Palmetto Bay, Florida 33157



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## BIDDING REQUIREMENTS, CONTRACT FORMS & CONDITIONS

### VILLAGEWIDE LANDSCAPING SERVICES

**BID NUMBER:**  
2010 - PW - 102

**BID OPENING:**  
January 4<sup>th</sup>, 2011 at 2:00P.M.

**ISSUED:**  
December 7<sup>th</sup>, 2010

**VILLAGE OF PALMETTO BAY CONTACT PERSONS:**

Ms. Corrice E. Patterson, Public Works Director  
Mrs. Kristy Bada, Public Works Administrative Assistant  
Palmetto Bay Public Works Department  
Phone: 305-969-5011

**VILLAGE COUNCIL:**

Mayor Shelley Stanczyk  
  
Vice Mayor Brian W. Pariser  
Council Member Patrick Fiore  
Council Member Howard J. Tendrich  
Council Member Joan Lindsay  
  
Ron E. Williams, Village Manager

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BID# 2010-PW-102  
VILLAGEWIDE LANDSCAPING SERVICES

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**VILLAGE OF PALMETTO BAY  
NOTICE OF INVITATION TO BID#: 2010-PW-102  
VILLAGEWIDE LANDSCAPING SERVICES**

The Village of Palmetto Bay is currently soliciting bids for Villagewide Landscaping Services.

Sealed bids will be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 2:00 p.m. on or before Tuesday, January 4<sup>th</sup>, 2011, at which time they will be publicly opened and read aloud in the Village of Palmetto Bay Municipal Center Conference Room at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. To be considered, all interested parties must request and purchase a copy of the bid documents and submit an original and four (4) copies of the required information and documents in one (1) sealed package clearly marked with the bid title. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to the bid. A bid security in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Instructions to Bidders.

A mandatory, pre-bid meeting is scheduled for Tuesday, December 14<sup>th</sup>, 2010 at 10:00 a.m. at Edward and Arlene Feller Community Center at Ludovici Park, 17641 Old Cutler Road, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Tuesday, December 7<sup>th</sup>, 2010 after 8:30 a.m. at the Public Works Facility, 9495 SW 180<sup>th</sup> Street, Palmetto Bay, FL 33157. A \$30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified firms can obtain information by contacting the Public Works Department at (305) 969-5011.

## **INSTRUCTION TO BIDDERS**

### **1. DEFINED TERMS**

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

### **2. COPIES OF BIDDING DOCUMENTS**

- 2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum, if any, stated in the Advertisement to Bid may be obtained from Owner (unless another issuing office is designated in the Advertisement or Invitation to Bid).
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner assumes any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents.
- 2.3 Owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. All licenses and authority to conduct business in the relevant jurisdiction must be obtained by Bid date.

### **4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents & Project Specifications thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder'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 Bidder'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 Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner

affect cost, progress or performance of the Work; (c) familiarize 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; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain 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 Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 4.2 The lands upon which the Work is to be performed rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## **5. INTERPRETATIONS**

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing, or the Bidder shall be deemed to have waived all claims associated therewith. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received after **5:00PM on December 29<sup>th</sup>, 2010** will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be considered or relied upon by the Bidder. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Owner within seventy-two (72) hours prior to bid opening. Failure to submit written questions regarding the Project Specifications or Drawings seventy-two (72) hours prior to bid opening shall constitute a waiver of all claims associated herewith.

## **6. BID SECURITY**

- 6.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.
- 6.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it



will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Owner may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

**7. CONTRACT TIME**

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Agreement.

**8. LIQUIDATED DAMAGES**

Provisions for liquidated damages are set forth in the Contract.

**9. SUBSTITUTE MATERIAL AND EQUIPMENT**

The Contract, if awarded, will be on the basis of material and equipment described in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Project Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Village, application for such acceptance will not be considered by the Village until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by the Village is set forth in paragraph 1.27 of the General Conditions which may be supplemented in the Supplementary Conditions.

**10. SUBCONTRACTORS, ETC.**

10.1 In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work

for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner or Village after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Village. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

- 10.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.
- 10.3 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

## **11. BID FORM**

- 11.1 The Bid Form is attached hereto; additional copies may be obtained from the Village.
- 11.2 Bid Forms must be completed in ink or by typewriter. The Bid Price of each item on the Bid Form must be stated in words and numerals. Contractor must bid on all alternates in the Bid Form.

- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Corporations must be authorized to do business in the State of Florida.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which communications regarding the Bid are to be directed must be shown.

## **12. SUBMISSION OF BIDS**

Bids shall be submitted at the time and place indicated in the Invitation to Bid. All interested parties must request and purchase a copy of the bid documents and submit an original and four (4) copies enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Late submittals and facsimile submissions will not be considered. Any Bids received after the stated time of the Bid opening shall be deemed non-responsive. The respondent shall bear all cost associated with the preparation and submission of the response to the bid.

## **13. MODIFICATION AND WITHDRAWAL OF BIDS**

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

## **14. OPENING OF BIDS**

Bids will be opened publicly.

- 14.1 When Bids are opened publicly they will be read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

**15. BIDS TO REMAIN OPEN**

All Bids shall remain open for 120 days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

**16. AWARD OF CONTRACT**

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all irregularities and to negotiate contract terms with the Successful Bidder, and the right to disregard and/or reject all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words.
- 16.2 In evaluating Bids, Owner shall consider the qualifications and responsibility of the Bidders. THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THE CONTRACT BASED ON CONSIDERATIONS OF RESPONSIVENESS, RESPONSIBILITY, QUALIFICATIONS AND THE TOTAL BID AMOUNT.
- 16.3 Owner will consider the qualifications, responsibility and experience of the Contractor, Subcontractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Subcontractors and other persons and organizations must be submitted as provided in the Instructions to Bidders and other Contract Documents. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by Owner.
- 16.4 Owner will conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Village. Owner may reject any Bid if in the Owner's sole discretion it is determined that any Bidder, Subcontractor or other persons or organizations proposed for the Work are deemed irresponsible or not qualified.

- 16.5 At the sole discretion of the Owner, the Owner reserves the right to reject the Bid of any Bidder based upon the evaluation noted in Section 16.4 above. References will NOT be limited to those submitted by the Contractor.
- 16.6 If the contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and/or the Village. The contract will be awarded to one vendor only. The contract will not be split.
- 16.7 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Intent to Award within 15 days after the day of the Bid opening.

**17. PERFORMANCE AND OTHER BONDS**

Paragraph 1.26 of the General Conditions and Paragraph 2.27 of the Special Conditions set forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Payment and Performance Bonds.

**18. SIGNING OF AGREEMENT**

When Owner gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by at least four unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter, Contractor shall sign and deliver at least four counterparts of the Agreement to Owner with all other Contract Documents attached. Within fifteen days thereafter, Owner will deliver all fully signed counterparts to Contractor.

END OF SECTION

## **DETAILED REQUIREMENTS**

The following specifications have been developed for Village's Landscaping Services.

### **1. SCOPE OF SERVICES**

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install Landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay. The specifications apply to all projects (work orders) throughout the Village of Palmetto Bay assigned to the Contractor under the Village's Annual Roadway Landscaping Contract.

- 1.1 The Village of Palmetto Bay is requesting sealed proposals from qualified Proposers, to provide high quality Landscaping services for Medians, and Swales as determined by the Public Works Director and/or his designee.

The scope of services generally consists of furnishing all labor, supplies, equipment, tools, service and supervision necessary to perform and maintain the work necessary Landscaping services, conducive with a safe, neat, and clean environment as determined by the Public Works Director and/or his designee.

### **2. GENERAL REQUIREMENTS**

All areas as determined by the Public Works Director and/or his designee according to the following standards for litter control, mowing, edging, weeding and shrub pruning. 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 Village may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Village. 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 meetings with the Public Works Director or his designee on an as needed basis.
- 2.4 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.

- 2.5 To promptly notify the Public Works Director or his designee of any evidence of pest infestation. Contractor shall notify the Public Works Director or his designee of all related costs (labor and applicable treatment chemicals) corrective measures, prior to elimination of the problem. Once Contractor receives approval from the Public Works Director the Contractor may proceed with eradicating the problem.
- 2.6 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.
- 2.7 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 Village. Failure to restore said damages within three (3) business days following notification shall result in a deduction from the next invoice of the Village's expenses incurred by the Village for labor, material, or equipment to restore the property to its original condition.
- 2.8 The contractor, or an employee of the contractor approved by the Village, must be on 24 hour call, at all times via cell phone.
- 2.9 The Contractor must have an on staff Certified Arborist or a subcontractor, who is in good standing with the National Arborist Association (NAA).
- 2.10 The contractor, on an immediate and first priority basis, shall be available to the Village 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 Village Manager or his designee. Contractor shall have emergency crews available twenty four (24) hour / seven (7) days per week.
- 2.11 Trimming of trees, removal and/or replacement as necessary with prior Village approval, on requested right-of-way and swale areas. The routine trimming shall apply only to the right-of-ways, swales and cul-de-sacs, identified and requested by the Public Works Director or his designee. Removal of dead and/or damaged trees shall be performed as determined by the Public Works Director and/or his designee. New and replacement trees shall be performed as determined by the Public Works Director and/or his designee.
- 2.12 Prune, thin, and trim all trees located in the 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. All work shall be performed as determined by the Public Works Director and/or his designee.

- 2.13 Contractor shall be responsible for removing any damaged or fallen trees, obstructions or any other dangerous conditions 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. All work shall be performed as determined by the Public Works Director and/or his designee.

2.13.1 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.

- 2.14 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.
- 2.15 Contractor shall be responsible to fertilize any irrigated sod and planted areas located in right-of-ways, medians, swales, and cul-de-sacs as identified by the Public Works Director or his designee. 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 presented to the Public Works Director or his designee for prior approval. 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.

- 2.16 Contractor shall remove any exotic plants located in the right-of-ways and swale areas. The cost of the exotic tree removal shall be presented to the Public Works Director or his designee for prior approval.

### **3. TREE PLANTING**

3.1 All planting shall be performed by personnel familiar with planting and maintenance of traffic procedures under the supervision of a qualified Landscaping foreman, who shall be onsite at all times during the work.

3.2 Names and varieties not included therein shall conform generally with the names accepted in the nursery trade.

3.3 Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization from the Public Works Department.

### **4. WATERING**

4.1 All installed trees shall be hand-watered over the entire root zone with a slow soaking at 4-gallons per minute for deep root penetration and protection of surface roots, mulch, and earth berm around saucer. Contractor shall be responsible for adequate watering of all installed trees from the time of planting until final acceptance at the completion of the minimum twelve (12) month maintenance guarantee period.

4.2 The following water guidelines have been established for Contractor's information only and shall be considered only as an estimate of water need. Depending on climate, rainfall, soil, and plant conditions, the Contractor shall adjust the water schedule and amount per application to meet optimum plant growth conditions. The Contractor shall be responsible for monitoring climate and plant soil moisture conditions and determining if watering beyond or less than the watering guideline described below shall be applied. Water shall not be paid for separately, but shall be included in the unit cost per tree.

Amount of Water Applied:

**Trees and Palm Trees:** Apply a minimum of 15-gallons of water  
Per tree at each application. Water applied should be a slow  
soaking at 4-gallons per minute maximum.

**Minimum Frequency Guidelines for Hand-Watering:**

<b>Material</b>	<b>Day</b>	<b>Frequency</b>	<b>No. of Applications</b>
Trees	1 to 30	Daily	30
Trees	31 to 180	Every 3rd Day	50
Trees	181 to 325	Every 7th Day	20
Trees	326 to 361	Every 12th Day	3

4.3 Frequency and number of applications may vary due to climate, rainfall, soil, and plant conditions. Less water may be used during wet, cool periods whereas more water may be needed during hot, dry periods. The minimal frequencies suggested above shall not limit the Contractor's responsibility for providing adequate watering and acclimation for the proper establishment of all trees.

4.4 Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by the Contractor by filling with topsoil, reshaping, earth berm and saucer, tampering to re-stabilize slopes, and replacing lost fertilizer and mulch at no additional cost to the Village of Palmetto Bay.

4.5 Contractor to use a self-canceling nozzle with a spray diffuser on the end of the hose to ensure water is applied gently so as not to displace mulch or expose root systems.

4.6 Proof of watering, in the form of receipts, meter readings or other written documentation, shall be presented with the Contractor's reports.

## **5. MULCHING**

5.1 Maintain a three (3") inch layer of mulch in all plant beds around all trees. Replenish to specified depth prior to each quarter during the 12-month maintenance/guarantee period. Maintain mulch at 3" clear from all tree trunks. Apply mulch after fertilizing, never before.

5.2 The Contractor shall be responsible for re-mulching activities (including re-establishment of earth berm or saucer) necessitated by washouts, foot traffic, automobile damage or unforeseen circumstances.

## **6. WARRANTY**

Except as may be otherwise provided in the contract agreement, the Contractor shall replace, repair or make good, without cost to the Village, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor. All trees shall be alive, healthy, and in satisfactory growth throughout the guarantee period.

**7. CONTRACTOR RESPONSIBILITY**

The bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as drought, flooding, rainstorm, wind damage, vandalism or other acts of nature.)

**8. SCHEDULES**

8.1 All services will be performed on an as needed basis as identified and/or requested by the Public Works Director or his duly assigned representative.

8.2 The contractor will be required to maintain at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of the specifications.

END OF SECTION

## **SECTION 1.0 - GENERAL CONDITIONS**

### **1.01 SEALED BIDS:**

The Village of Palmetto Bay, Florida ("Village") will receive sealed bids for a "VILLAGEWIDE LANDSCAPING SERVICES" for the Village of Palmetto Bay no later than 2:00PM, Tuesday, January 4<sup>th</sup>, 2011, or time prior thereto at the Village Clerk, Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157.

To be considered for a valid Bid, the ORIGINAL AND FOUR COPIES of the Bid Form as well as any other pertinent documents must be returned, properly completed. The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title. Bids must be addressed to the Village Clerk. Electronic or faxed bids will not be accepted.

All bids are subject to the conditions specified hereon and on all attachments and addendums to this Bid. Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the Village of Palmetto Bay, Florida.

Bid tabulations will be posted or announced as they become available.

### **1.02 EXECUTION OF BID:**

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

### **1.03 NO BID:**

If not submitting a bid, respond by returning an original copy of Bid Form, marking it "No Bid," and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a bidder's name from the bids mailing list. NOTE: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.

**1.04 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination; freight prepaid Palmetto Bay, Florida with delivery to the location specified at the time of order. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**1.05 TAXES:**

The Village of Palmetto Bay is exempt from all Federal Excise and State taxes.

**1.06 MISTAKES:**

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

**1.07 CONDITIONS AND PACKAGING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**1.08 UNDERWRITERS' LABORATORIES:**

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

**1.09 BIDDER'S CONDITIONS:**

The Village of Palmetto Bay, Florida and the Village Council reserves the right to accept all, any, or none, of the bids submitted, waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the Village of Palmetto Bay, Florida. The Village of Palmetto Bay, Florida and the Village Council also reserves the right to make award of the bid on the basis of the total bid, or groups of items, or on an item basis, whichever is in the best interest of the Village of Palmetto Bay, Florida. The Bid will remain subject to acceptance for 120 days after the day of the Bid opening.

Bid prices should be submitted with the understanding that the Village of Palmetto Bay, Florida, is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

#### **1.10 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

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

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

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

#### **1.11 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with project specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's/bidder's expense.

#### **1.12 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples (if and when specified on bid instructions) or to clearly identify samples may be reason for rejection of the bid.

**1.13 DELIVERY AND PICK UP:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding recognized village holidays.

**1.14 INTERPRETATIONS:**

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Village Manager or his designee, 9495 SW 180 ST, Palmetto Bay, FL 33157.

**1.15 BID OPENING:**

Bids shall be opened and publicly read at the Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157, Florida on the date and at the time specified on the Bid Form. All bids received after that time shall be returned, unopened.

**1.16 INSPECTION, ACCEPTANCE & TITLE:**

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

**1.17 DISPUTES:**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Village of Palmetto Bay, Florida, shall be final and binding on both parties.

**1.18 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, 9495 S. W. 180 Street, Palmetto Bay, FL 33157.

**1.19 LEGAL REQUIREMENTS:**

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

**1.20 PATENTS AND ROYALTIES:**

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

**1.21 OSHA:**

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

**1.22 SPECIAL CONDITIONS:**

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

**1.23 ANTI-DISCRIMINATION:**

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

**1.24 QUALITY:**

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



**1.25 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto Village of Palmetto Bay property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Florida Department of Environmental Protection, South Florida Water Management District, Miami-Dade County Public Works Department and Village of Palmetto Bay jurisdictional standards and the Florida Building Code. The bidder shall be liable for any damages or loss to the Village occasioned by negligence of the bidder (or agent) or any person the bidder has designed in the completion of the contract as a result of his or her bid.

**1.26 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**

For construction contracts exceeding \$50, 000, contractors shall submit the following with the bid document:

- (a) Bid Bond equal to 5% of the bid price,
- (b) Certificate of Insurance in the amount specified in Special Conditions

After acceptance of the bid, the Village will notify the successful bidder to submit a Payment and Performance Bond and Certificate of Insurance in the amount specified in Special Conditions.

**1.27 SUBSTITUTIONS:**

The Village of Palmetto Bay, Florida WILL NOT accept substitute shipments of any kind, unless approved in advance by the Village Manager or his designee. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any unapproved substitute shipments will be returned at the bidder's expense.

**1.28 FACILITIES:**

The Village of Palmetto Bay, Florida, at its sole discretion, reserves the right to conduct site visits to the Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a contractor may be based wholly or in part upon the results of site visits or live presentations.

**1.29 BID TABULATIONS:**

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

### **1.30 PROTESTS, APPEALS AND DISPUTES:**

A contract may not be awarded to the Bidder, unless the bid tabulation is posted at Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida, ten (10) days prior to award of contract. Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

### **1.31 DEFAULT:**

In the event of default on a contract, the successful bidder shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

### **1.32 DISCLAIMER:**

The Village Council of the Village of Palmetto Bay may, in its sole and absolute discretion accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. After all bids are analyzed, organization submitting bids that appear, solely in the opinion of the Village of Palmetto Bay, to be the most competitive, shall be submitted to the Village of Palmetto Bay's Village Council, and the final selection will be made shortly thereafter with a timetable set solely by the Village of Palmetto Bay. The selection by the Village of Palmetto Bay shall be based on the bid, which is, in the sole opinion of the Village Council of the Village of Palmetto Bay, in the best interest of the Village of Palmetto Bay. The issuance of this Bid constitutes only an invitation to make presentations to the Village of Palmetto Bay. The Village of Palmetto Bay reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the Village of Palmetto Bay shall have no liability to any Bidder for any costs or expense, incurred in connection with this Bid or otherwise.

### **1.33 EVIDENCE:**

The submission of a Bid shall be prima facie evidence that the Bidder is familiar with and agrees

to comply with the contents of this Bid Project.

**1.34 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the Village Manager or his designee at least 72 hours prior to scheduled bid opening, a request for clarifications. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the Village Manager or his designee. The Village shall issue an Informational Addendum if clarification or minimal changes are required. The Village shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be mailed to each Bidder receiving the Solicitation. In the event of conflict with the original Contract Documents, Addendum shall govern all other contract documents to the extent specified. Subsequent Addendum shall govern over prior addendum only to the extent specified.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing the Addendum and including it with the Bid Proposal. Failure of a bidder to include a signed formal Addendum in its Bid Proposal shall deem its Bid non-responsive provided, however, that the Village may waive this requirement in its best interest. The Village will not be responsible for any other explanation or interpretation made verbally or in writing by any other Village representative.

**1.35 DEMONSTRATION OF COMPETENCY:**

- 1) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the Village of Palmetto Bay.
- 2) The Village may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the Village in making the award in the best interest of the Village.
- 3) The Village may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the Village may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the

Village through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.

- 4) The Village may, during the period that the Contract between the Village and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the Village, the Village may place said contracts on probationary status and implement termination procedures if the Village determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

#### **1.36 AWARD OF CONTRACT:**

- A) The contract will be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most advantageous to the Village of Palmetto Bay. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award, which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.
- B) The Village shall award a contract to a Bidder through action taken by the Village of Palmetto Bay Village Council at a duly authorized meeting. This action shall be administratively supported by a written award of acceptance, mailed or otherwise furnished to the successful Bidder.
- C) The General Terms and Conditions, the Special Conditions, the Specifications, Special Provision, the Bidder's Proposal and the Purchase Order are collectively an integral part of the contract between the Village of Palmetto Bay and the successful Bidder.
- D) While the Village of Palmetto Bay Village Council may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in this Invitation to Bid. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the Village. If the Bidder is in default, the Village, through the Village Manager or his designee, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The Village may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.
- E) The Village reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period provided that such option is stipulated

in the Special Conditions. If the Village exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. If the updated documents are not submitted by the Bidder in complete form within the time specified, the Village may rescind its option, declares the Bidder to be in default of its contractual obligations and award to the next low bidder or seek a new Bid Solicitation. The Village may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year.

- F) The Village reserves the right to automatically extend this contract if required and authorized by the Village of Palmetto Bay, Florida, Village Council. If this right is exercised, the Village shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

**1.37 ASSIGNMENT:**

The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Village of Palmetto Bay.

**1.38 OPTIONAL CONTRACT USAGE:**

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

**1.39 SUNSHINE LAW:**

As a political subdivision, the Village of Palmetto Bay is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the Village of Palmetto Bay's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its Bid.

#### 1.40 CONE OF SILENCE:

a) **Definitions:** "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 Village Council members, Village's professional staff including, but not limited to, the Village Manager and his staff, any member of the Village's selection or evaluation committee.

b) **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at the Village of Palmetto Bay, FL, Village Hall. The Village Manager or his designee shall issue a written notice thereof to the affected departments, file a copy of such notice with the Village Clerk, with a copy thereof to each Village Council member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

c) **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the Village Council meeting (whether regular or special or Committee of the Whole meeting) at which the Village Manager or his designee makes written recommendation to the Village Council. However, if the Village Council refers to the recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Village Manager makes a subsequent written recommendation.

d) **Exceptions to Applicability:** The provisions of this section 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 Village of Palmetto Bay Village Council members during any duly noticed public meeting;
4. Communications in writing at any time with any Village of Palmetto Bay employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request;
5. Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Village Manager or his designee and the responsible for administering the procurement process for such RFP, RFQ 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 Village of Palmetto Bay attorney and his or her staff;
7. Duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the

Village Manager makes his or her written recommendation;

8. Any emergency procurement of goods or services pursuant to Village of Palmetto Bay Codes and Ordinances;
9. Responses to the Village of Palmetto Bay request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable the Village of Palmetto Bay, Florida, 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 Village of Palmetto Bay professional staff including, but not limited to, the Village Manager and his staff are in writing or are made at a duly noticed public meeting.

e) **Penalties:** Violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the Village Council or Village Manager. Any person who violates a provision of this section may be prohibited from serving on a Village of Palmetto Bay selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Village of Palmetto Bay employee may subject said employee to disciplinary action.

**1.40.1** Please contact the Village of Palmetto Bay, Village Attorney for any questions concerning "Cone of Silence" compliance.

**1.41 BID CLARIFICATION:**

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing to contact person (Item 2.6). The bid title and number shall be referenced on all correspondence. All questions must be received no later than three (3) calendar days prior to the scheduled bid opening date. All responses to questions will be sent to all prospective Bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**1.42 BUSINESS ENTITY DISCLOSURE STATEMENT:**

Bidder or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of

the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

**1.43 FORCE MAJEURE:**

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

**1.44 COLLUSION:**

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged discussed or compared his Bid with other Bidders and has not colluded with any other bidder or parties to this Bid whatsoever. Also, the Bidder certifies, and in the case of a joint bid, each party there to certifies, as to his own organization, that in connection with this Bid:

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.



The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

**1.45 ELIGIBILITY:**

All agents, employees and subcontractors of the bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

END OF SECTION

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE:**

The purpose of this Invitation to Bid is to identify and award a source of supply through a single solicitation, for roadway construction improvements from a source that will provide prompt and efficient service.

### **2.2 TERM OF CONTRACT:**

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional one year (12 months). In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement.

This contract shall commence the date after the date of award by the Village Council, Village of Palmetto Bay, Florida, unless otherwise stipulated in the Notice of Award Letter, which is distributed by the Village Manager or his assigned designee. The contract shall remain in effect until completion of project. The Village of Palmetto Bay, FL, reserves the right by mutual agreement, to add additional units to this contract, maintaining the same terms, condition and price.

### **2.3 RESPONSE TIME:**

After receiving notice to proceed with work for a specific project, the Contractor shall commence promptly within seventy-two hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days from notice to proceed.

### **2.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided however, that the bidder may offer incentive discounts from this fixed price to the Village of Palmetto Bay, FL at any time during the contractual term.

### **2.5 PRE-BID CONFERENCE:**

A mandatory, pre-bid meeting to discuss the specifications, scope requirements, and ask/answer questions will be held at Edward and Arlene Feller Community Center at Ludovici Park, 17641 Old Cutler Road, Palmetto Bay, FL 33157 on Tuesday, December 14<sup>th</sup>, 2010 at 10:00 a.m.

Attendance at the pre-bid meeting is compulsory, and non-attendance shall constitute disqualification from bidding.

After the pre-bid meeting and before the bid opening date, bid forms should be filled out, and placed in a sealed envelope. Deliver to the Village Clerk prior to the bid opening time. Late bids will not be opened.

## **2.6 CONTACT PERSON:**

For any additional information regarding the specifications and scope requirements of this bid, contact: Kristy Bada, Village of Palmetto Bay, Florida, Public Works Administrative Assistant, (305) 969-5011, or by email at [kbada@palmettobay-fl.gov](mailto:kbada@palmettobay-fl.gov)

## **2.7 METHOD OF AWARD:**

Award of this contract will be made to the lowest responsive, responsible bidder whose bid will be most advantageous to the Village of Palmetto Bay, Florida.

Bidder must bid on all items listed on Bid Form to qualify for award of the contract. Bid will be awarded on an all or nothing basis.

## **2.8 PAYMENT:**

Contractor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Progress payments will be on account of Unit Price Work and will be based on the number of units completed.

- 2.8.1 At least ten days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Village for review covering the work completed as of the date of the invoice and accompanied by any supporting documentation.
- 2.8.2 Village will, within five days after receipt of invoice, either indicate if invoice has been recommended for approval or return the invoice to Contractor indicating Village's reasons for refusing to recommend for payment. In the latter case, Contractor may make the necessary corrections and resubmit the invoice. After the presentation of the invoice to the Village the amount recommended will (subject to the provisions of the last sentence in 2.8.5) become due and when due will be paid by the Village to the Contractor.
- 2.8.3 Village's recommendation of any payment requested in an invoice will constitute a representation by Village, based on Village's on-site observations of the executed Work and on Village's review of the invoice and the any accompanying documentation, that to the best of the Village's knowledge, information and belief:
  - 2.8.3.1 The Work has progressed to the point indicated.

- 2.8.3.2 The quality of work is generally in accordance with the contract documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to a final determination of quantities and classifications for unit price work and to any other qualifications stated in the recommendation), and
- 2.8.3.3 The conditions precedent to Contractor's being entitled to such payment appears to have been fulfilled in so far as it is the Village's responsibility to observe the work. However, by recommending any such payment, the Village will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality of the quantity of work beyond the responsibilities specifically assigned to the Village in the contract documents or (ii) that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the Village of Palmetto Bay, Florida or entitle the Village to withhold payment to Contractor.
- 2.8.4 Village's recommendation of any payment, including final payment shall not mean that Village is responsible for Contractor's means, methods, techniques, sequences or procedure of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of the Contractor to perform or furnish Work in accordance with the Contract Documents.
- 2.8.5 Village may refuse to recommend the whole or any part of any payment if, in the Village's opinion, it would be incorrect to make the representations to the Village of Palmetto Bay referred to in paragraph 2.8.3. Village may also refuse to recommend any such payment or because of subsequently discovered evidence or the results of subsequent inspections, nullify any such payment previously recommended to such extent as may be necessary in Village's opinion to protect the Village of Palmetto Bay from loss because:
  - 2.8.5.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,
  - 2.8.5.2 The Contract Price has been reduced by Written Amendment or Change Order,
  - 2.8.5.3 The Village of Palmetto Bay, FL has been required to correct defective Work or complete Work, or,
  - 2.8.5.4 The Village has actual knowledge of the occurrence of any of the events such as:
    - 2.8.5.4.1 If the contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established),
    - 2.8.5.4.2 If the Contractor DISREGARDS laws or regulations of any public body having jurisdiction;

**2.8.5.4.3 If the Contractor otherwise VIOLATES in any substantial way provisions of the Contract Documents;**

The Village of Palmetto Bay, Florida may refuse to make payment of the full amount because:

- 2.8.5.5 Liens have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to the Village to secure the satisfaction and discharge of such Liens.
- 2.8.5.6 There are other items entitling the Village to a set-off against the amount recommended, or
- 2.8.5.7 The Village of Palmetto Bay, Florida has actual knowledge of the occurrence of any of the events enumerated in paragraphs 2.8.5.1 through 2.8.5.3 or paragraphs 2.8.5.4.1 through 2.8.5.4.3 inclusive:

But the Village must give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by the Village and Contractor, when Contractor corrects to the Village's satisfaction the reasons for such action.

**2.9 REFERENCES:**

Each bid must be accompanied by a list of at least five (5) references, which shall include the name of the company, a contact person and the telephone number. NO BID WILL BE CONSIDERED WITHOUT THIS LIST.

**2.10 COMPLETE PROJECT REQUIRED:**

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any item or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

**2.11 BIDDER QUALIFICATIONS:**

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all licenses necessary to certify that the bidder; maintains a permanent place of business; has technical knowledge and practical experience included in this scope of work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incidental to the work; has not had just or proper claims pending against his/her company. The evidence will consist of listing the nature of work. Bidder must demonstrate that they have been actively involved in this type of work for at least five (5) years.

**2.12 LATE BIDS:**

The Village of Palmetto Bay cannot be responsible for bids received after opening time and encourages early submittal. Late bids shall be rejected.

## **2.13 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions and/or Minimum Specifications shall be cause for the Bid to be considered non-responsive.

## **2.14 HEADINGS AND TERMS:**

The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

## **2.15 AVAILABILITY OF LANDS:**

2.15.1 The Village will furnish the lands upon which the work is to be done, right-of-way for access thereof, and such other lands which are designed for the use of the Contractor. Easements for permanent structure of permanent changes in existing facilities will be obtained and paid for by the Village, unless otherwise specified in the Contract documents. Other access to such lands or right-of-ways for the Contractor's convenience shall be the responsibility of the Contractor.

The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

## **2.16 SUBSURFACE CONDITIONS:**

The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Village.

## **2.17 CONTRACTOR'S RESPONSIBILITIES:**

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain a qualified supervisor or superintendent at the Work site who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor

shall be as binding as if given to the Contractor. The supervisor(s) shall be present at the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall also be transmitted to the Contractor's home office).

## **2.18 LABOR, MATERIALS, EQUIPMENT:**

- a) The Contractor will provide competent, suitably qualified personnel to layout the Work and perform construction as required by the Contract Documents. They will at all times maintain good discipline and order at the site.
- b) The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- c) All materials used will be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact.
- d) All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

## **2.19 SAFETY AND PROTECTION:**

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- All employees and other persons, who may be affected thereby,
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Village.

## **2.20 EMERGENCIES:**

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Village, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Village

prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time as provided in the Contract documents.

## **2.21 COMPLETION TIME**

2.21.1 All services will be performed on an as needed basis as identified and/or requested by the Public Works Director or his duly assigned representative.

2.21.2 After receiving notice to proceed with work for a specific project, the Contractor shall commence promptly within seventy-two hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days from notice to proceed.

## **2.22 INSURANCE:**

**Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements:**

2.22.1 Workmen's Compensation Insurance - statutory requirement.

2.22.2 Employer's Liability Insurance - \$1,000,000.

2.22.3 Comprehensive General Liability Insurance - This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit. Bodily Injury: \$1,000,000;

Property Damage: \$500,000 each occurrence.

2.22.4 Comprehensive Automobile Liability Insurance - This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.

\$1,000,000 each person;

\$1,000,000 each occurrence bodily injury;

\$500,000 each occurrence property damage;

The policy must provide coverage for non-owned and hired automobiles.

2.22.5 All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.



**2.22.6 Builder's Risk Insurance. (Not Required)**

**2.23 INDEMNIFICATION:**

Contractor shall indemnify and hold harmless the Village of Palmetto Bay, Florida and Village's officers and employees to the fullest extent authorized by Section 725.06 (2), Florida Statutes, which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

**2.24 BID CLARIFICATION:**

All questions or clarifications concerning this Invitation to Bid shall be submitted in writing to the contact person (Item 2.6) no later than **5:00PM Wednesday, December 29<sup>th</sup>, 2010**. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

**2.25 TIE BIDS:**

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

2.25.1 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 action that will be taken against employees for violations of such prohibition.

2.25.2 Inform employees about the dangers of drug abuse in the workplace, the business' 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.

2.25.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (2.25.1).

2.25.4 In the statement specified in subsection (2.25.1), notify the employees that, as a condition of working on 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.

2.25.5 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.

2.25.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

## **2.26 PUBLIC ENTITY CRIMES (PEC):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **2.27 BONDS:**

### **1. BID BOND OR BID DEPOSIT:**

Each bid must be accompanied by either a cashier's check or certified check upon a Florida incorporated bank or trust company, or a bid bond with corporate surety doing business in Florida and satisfactory of the Village of Palmetto Bay for not less than five percent (5%) of the amount of the bid.

### **2. PERFORMANCE BOND:**

Within ten (10) working days following notice of award by the Village, the successful bidder shall furnish to the Village of Palmetto Bay, FL, a Payment and Performance Bond in the total amount of the Cost to the Village for the period of the contract (\$75,000.00). The Payment and Performance Bond can be in the form of a Cashier's Check, made payable to the Village of Palmetto Bay, Florida; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935 or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Village of Palmetto Bay, Florida. The Village of Palmetto Bay, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

## **2.28 LIQUIDATED DAMAGES:**

The bidder agrees to pay the Village liquidated damages in the amount of \$750.00 per calendar day beyond the final completion date as specified.

## **2.29 ESTIMATED QUANTITIES:**

Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used and/or sufficient during the contract period. Said estimated quantities may be used by the Village for the purpose of evaluating the low bidder meeting specifications.

## **2.30 WARRANTY:**

The successful bidder will be required to warranty all work performed. Warranty shall be described in detail in section titled Detailed Requirements.

### **2.31 PRESERVATION OF PROPERTY:**

The Contractor shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of final payment for the Project by the Village, the Contractor shall remove all his surplus and discarded materials, excavated material and rubbish from the property, roadways, sidewalks, parking areas, lawn and all adjacent property; shall clean the his portion of Work involved in any building under this Contract, so that no further cleaning by the Village is necessary prior to its occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

If the Contractor does not clean the Work site, the Village may remove the rubbish and charge the cost to the Contractor.

### **2.32 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:**

The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical conduits, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such its may be properly shored, supported and protected, or the Contractor may relocate them if he desires, The Contractor shall give all proper notices, shall comply with this requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work.

### **2.33 USE PREMISES:**

The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits and directions of the Village, and shall not unnecessarily encumber any part of the site. The Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any party of the work to stresses or pressures that will endanger it. Furthermore, the Contractor shall enforce the Village's instructions in connection with signs, advertisements, fires and smoking.

### **2.34 VILLAGE'S RESPONSIBILITIES:**

- a) The Village will furnish the data required of them under the Contract Documents promptly.
- b) The Village's duties in respect to providing lands and easements are as established by the Village's standards, codes and ordinances.
- c) The Village shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

**2.35 GUARANTEE:**

The Contractor shall guarantee and unconditionally warranty through either the manufacturer or the Contractor directly, all materials and equipment furnished and Work performed for a period of one twelve (12) months from the date of final acceptance. The Village will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to promptly correct such defective or non-conforming Work, the Village may cause the defective Work to be removed or corrected at the Contractor's expense, and the Village may charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

**2.36 WAIVER OF JURY TRIAL:**

The Village and the Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

**2.37 BID SUBMITTAL:**

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid Bid, the ORIGINAL AND FOUR COPIES of the Bid Forms, Bid Bond, Bid Security Form, sworn statement on Public Entity Crimes, ADA Disability Nondiscrimination Statement, Business Entity Affidavit (Vendor / Bidder Disclosure form), and all required product information and any other items as indicated on the Bid Form must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**2.38 EQUAL PRODUCT:**

Manufacturer's name, brand name and model number are used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**

**2.39 TERMINATION FOR DEFAULT:**

If Contractor defaults in its performance under this Contract and does not cure the default within 15 days after written notice of default, the Village Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the Village of Palmetto Bay, FL. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies

or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Village of Palmetto Bay, FL under Section 2.41.

**2.40 TERMINATION FOR CONVENIENCE:**

The Village Manager may terminate this Contract, in whole or in part, upon 15 days prior written notice when it is in the best interests of the Village of Palmetto Bay, FL. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the Village of Palmetto Bay the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the Village of Palmetto Bay, FL shall be liable ONLY for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**2.41 ASSIGNMENT:**

Contractor agrees not to enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its right, title or interest herein, without Village of Palmetto Bay's prior written consent.

**2.42 CONFIDENTIALITY:**

As a political subdivision, the Village of Palmetto Bay is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

**2.43 GOVERNING LAW AND VENUE:**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**2.44 ATTORNEY'S FEES:**

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs, including liquidated damages and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

**2.45 NO PARTNERSHIP OR JOINT VENTURE:**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the Village of Palmetto Bay and Contractor, or to create any other similar relationship between the parties.

**2.46 PARTIAL INVALIDITY:**

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**2.47 PROVISIONS BINDING:**

Except as otherwise expressly provided in this Contract, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their

respective heirs, legal representatives, successors and assigns.

**2.48 ENTIRE AGREEMENT:**

The contract consists the entirety of this Village of Palmetto Bay, FL Bid, the Contractor's Response and any written agreement entered into by the Village of Palmetto Bay and Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Bid and/or Response, then the

Bid and then the Response shall control. This Contract may be modified only by a written agreement signed by the Village of Palmetto Bay, FL and Contractor.

END OF SECTION

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 VILLAGE OF PALMETTO BAY, FLORIDA  
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)(g), 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 of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
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 of 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 verdict, non-jury 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:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. 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

## Rafael Casals

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**From:** CNC Management Group, Inc. [cncmanagement@comcast.net]

**Sent:** Tuesday, August 02, 2011 12:20 PM

**To:** Rafael Casals

**Subject:** Live Oaks

Ralph,

Thank you for calling and giving CNC Management Group the opportunity to bid on the Live Oak Trees for Cutler Bay. Unfortunately, at this time we are unable to provide the same price for the Live Oaks that had been given to the Village of Palmetto Bay. There has been an increase in price for Live Oaks and we are unable to meet the tree specifications that you are looking for. We have no problem with the height and caliper but are unable to meet the width. The spread for the Live Oaks has been around 6'-6 1/2'.

Sincerely,

CNC Management Group, Inc.  
12865 S.W. 216th Street  
Miami , Florida 33170  
Ph: 786.250.4907  
Fax: 786.250.4908



**Bid Form**  
**Page 1 of 6**

<b>Bid Form</b> <b>Page 1 of 6</b>	
<b><u>Deliver Bid to:</u></b> Village Clerk - Meighan Alexander, Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, FL 33157	<b>Bid #-2010-PW-102</b>  Villagewide Landscaping Services
To be opened and publicly read, Tuesday, January 4 <sup>th</sup> , 2011, at 2:00 P.M.	
Bidder Name: TROPIC LANDSCAPING & LAWN MAINTENANCE	Phone Number: (305) 245-4144
Mailing Address: P.O. Box 901368	Fax Number: (305) 245-3109
City, State, & Zip Code: HOMESTEAD, FL 33090-1368	Toll Free Number:
Bid Contact Person: (Please print clearly) DAVID SANTANA	F.E.I.D. Number: 65-0315410
Bid Bond Enclosed in the amount of: (When Required)	Email Address: TROPICLSD @AOL.COM

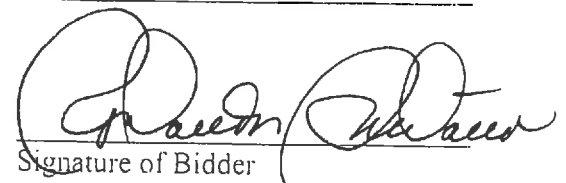
Bid Form I Page 2 of 6 VARIETAL PLANT LIST						
Bid Item No.	Plant Name	Description	Unit	Unit Price	Quantity	Total Price
<i>Fiscal Year 2010-2011 Landscaping Services</i>						
FY-1	Quercus Virgiana (Live Oak)	16' HT x 8' - 9' SP, 100 GAL., 6" CT Fl. Fancy	Ea	\$ 425. <sup>00</sup>	95	\$ 40,375. <sup>00</sup>
FY-2	Ilacocarpus Decipiens (Japanese Blueberry)	10'-12' HT x 5' - 6" SP, Standard	Ea	\$ 265. <sup>00</sup>	14	\$ 3,710. <sup>00</sup>
<b>TOTAL:</b>						\$ 44,085. <sup>00</sup>

TOTAL BID AMOUNT FOR ITEMS FY-1 AND FY-2 IN FIGURES (LUMPSUM): \$ 44,085.<sup>00</sup>

TOTAL BID AMOUNT FOR ITEMS FY-1 AND FY-2 (WRITTEN): \_\_\_\_\_

Forty-four thousand, eighty-five dollars + 00/cents

Tropic Landscaping + Lawn  
 Name of Bidder

  
 Signature of Bidder

**Bid Form I**  
**Page 3 of 6**  
**VARIETAL TREE, PLANT, GOODS AND SERVICES LIST**

*THE VILLAGE IS REQUESTING PRICING FOR MISCELLANEOUS TREES, PLANTS, GOODS, AND/OR SERVICES WHICH MAY BE REQUESTED THROUGHOUT THE LENGTH OF THIS CONTRACT.*

Bid Item No.	Plant Name	Description	Unit	Unit Price	Min. Quantity	Total Price
<b>TREES</b>						
P-1	Cassia Surattensis (Glaucous Cassia)	8' HT x 4' - 5' SP, 4' CT	Ea	\$ 165.00	1	\$ 165.00
P-2	Delonix Regia (Royal Poinciana)	12' HT x 6' - 7' SP, 5' CT	Ea	\$ 185.00	1	\$ 185.00
P-3	Hyophorbe Lagenicaulis (Bottle Palm)	12' HT	Ea	\$ 365.00	1	\$ 365.00
P-4	Krugiodendron Ferreum (Black Ironwood)	10' HT x 4' - 5' SP	Ea	\$ 275.00	1	\$ 275.00
P-5	Lagerstroemia Indica (Crape Myrtle)	12' HT x 7' - 8' SP, Standard, Color to be Selected	Ea	\$ 185.00	1	\$ 185.00
P-6	Lysiloma Latisilqua (Wild Tamarind)	12' HT x 7' - 8' SP	Ea	\$ 195.00	1	\$ 195.00
P-7	Peltophorum Pterocarpum (Copperpod)	12' HT x 7' - 8' SP	Ea	\$ 185.00	1	\$ 185.00
P-8	Ptychosperma Elegans (Alexander Palm)	14' HT OA, Single Trunk, Dense Canopy	Ea	\$ 200.00	1	\$ 200.00
P-9	Ptychosperma Elegans (Alexander Palm)	14' HT OA, Triple Trunk, Dense Canopy	Ea	\$ 225.00	1	\$ 225.00
P-10	Roystonea Elata (Florida Royal Palm)	10' GR WOOD, 22' OA MIN, 12" Cal. where wood meets shaft, FL FANCY	Ea	\$ 465.00	1	\$ 465.00
P-11	Swietenia Mohagani (Mohagany)	15' HT x 6' - 7' SP, 5' CT, 45 GAL	Ea	\$ 250.00	1	\$ 250.00
P-12	Wodyetia Bifurcata (Foxtail Palm)	15' HT OA, Dense Canopy Single Trunk	Ea	\$ 275.00	1	\$ 275.00
P-13	Adonidia Palm (Christmas Palm)	12' - 14' OA HT, Dense Canopy, Thick Trunks, Double, 3" Cal. Trunk, Specimen	Ea	\$ 220.00	1	\$ 220.00
P-14	Ptychosperma Elegans (Solitaire Palm)	12' - 14' OA HT, Dense Canopy, Thick Trunks, Triple, 3" Cal. Trunk, Specimen	Ea	\$ 260.00	1	\$ 260.00
P-15	Veitchia Montgomeryana (Montgomery Palm)	14' OA HT, Dense Canopy, Thick Trunks, Triple, 3" Cal. Trunk, Specimen	Ea	\$ 225.00	1	\$ 225.00

**Bid Form I**  
**Page 4 of 6**  
**VARIETAL TREE, PLANT, GOODS AND SERVICES LIST**

**THE VILLAGE IS REQUESTING PRICING FOR MISCELLANEOUS TREES, PLANTS, GOODS, AND/OR SERVICES WHICH MAY BE REQUESTED THROUGHOUT THE LENGTH OF THIS CONTRACT.**

Bid Item No.	Plant Name	Description	Unit	Unit Price	Min. Quantity	Total Price
<b>SHRUBS/GROUNDCOVER</b>						
SG-1	Dianella Tasmanica (Blueberry Flaxlily)	18" HT x 18" SP, 3 GAL., Dense, 24" on Center	Ea	\$ 9.00	10	\$ 90.00
SG-2	Ficus Microcarpa 'Green Island' (Green Island Ficus)	18" HT x 18" SP, 3 GAL., Dense, 18" on Center	Ea	\$ 9.00	10	\$ 90.00
SG-3	Schefflera Arboricola 'Trinette' (Arboricola)	18" HT x 18" SP, 3 GAL., Dense, 18" on Center	Ea	\$ 9.00	10	\$ 90.00
SG-4	Duranta Erecta (Gold Mound)	18" HT x 18" SP, 3 GAL., Dense, 18" on Center	Ea	\$ 9.00	10	\$ 90.00
SG-5	Codiaeum Variegatum (Croton 'Petra')	18" HT x 18" SP, 3 GAL., Dense, 18" on Center	Ea	\$ 10.00	10	\$ 100.00
<b>MISCELLANEOUS GOODS</b>						
MG-1	Soil		Sqft	\$ 0.12	N/A	\$ 0.12
MG-2	Mulch		Palette	\$ 337.50	N/A	\$ 337.50
MG-3	Sod (St. Augustine)		Sqft	\$ 0.32	N/A	\$ 0.32
<b>MISCELLANEOUS SERVICES</b>						
S-1	Tree Removal		Ea	\$ 325.00	N/A	\$ 325.00
S-2	Tree Stump Removal		Ea	\$ 125.00	N/A	\$ 125.00
S-3	Tree Stump Grinding		Ea	\$ 100.00	N/A	\$ 100.00
S-4	Tree Trimming		Ea	\$ 125.00	N/A	\$ 125.00
S-5a	Mowing Grass		SqYd	\$ 5.75	N/A	\$ 5.75
S-5b	Mowing Grass		Ac	\$ 150.00	N/A	\$ 150.00
S-6	Plant Fertilization		Ea	\$ 10.00	N/A	\$ 10.00

Unit price shall include delivery, installation, watering and warranty (detailed further in Detailed Requirements).

Village may request pricing for alternate plants not listed above throughout the length of this contract.

**Bid Form I**  
**Page 5 of 6**

The following are requirements of this bid, as indicated below. Place a check mark in the "Enclosed" column as you complete and enclose each item. Requirements that do not apply to this Bid are denoted by "N/A".

REQUIRED	ENCLOSED	REQUIREMENT	REFERENCE SECTION
✓	✓	Pre-Bid Conference or Site Inspection	Section 2.5
✓	✓	Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	Section 2.38
✓	✓	Bid Bond or Bid Deposit <i>-(cashier check)</i>	Section 2.27
✓	✓	Bidder Qualifications	Section 2.11
✓	✓	Copies of Bid and other Forms	Section 2.38
✓	✓	Insurance	Section 2.22
✓	✓	Licenses	Section 1.25
✓	✓	References	Section 2.9
N/A		Samples	Section 1.12
✓	✓	Guarantee/ Warranty Information	Section 2.30

*This checklist is for your guidance only and does not necessarily constitute each and every requirement of this Bid. Please read the entire Bid thoroughly to ensure that your submission is complete.*

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

**Bid Form I**  
**Page 6 of 6**

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within fifteen (15) calendar days after the date of the Village's Notice of Intent to Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. 1  
Addendum No. 2  
Addendum No. 3  
Addendum No. \_\_\_\_\_

Dated: 12/23/10  
Dated: 12/29/10  
Dated: 12/30/10  
Dated: \_\_\_\_\_

(b) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

I certify that this bid, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this bid and all subsequent documents related to this bid, and certify that I am duly authorized to sign this bid for the Bidder.

SUBMITTED THIS 4 DAY OF Jan 2011.

BID SUBMITTED BY:

Signature and Date

Yoranda SANTANA

Name

PRESIDENT

Title

Tropic Landscaping & Lawn Maintenance Inc.  
Company



December 23, 2010

To: All Interested Parties

From: Corrice E. Patterson, Public Works Director  
Village of Palmetto Bay  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157

Re: Bid Solicitation 2010-PW-102  
Villagewide Lanscaping Services

**ADDENDUM NO. 1**

Diane Rodriguez from CNC Management Group, Inc. submitted the following question:

**Question:**

Is the Invitation to Bid for a three (3) year contract as stated in the paperwork or is it just for the installation of the (94) Live Oak Trees and (14) Japanese Blueberry Trees?

**Response:**

The Term of Contract can be found in the Invitation to Bid, Section 2.0 titled "Special Conditions," Item 2.2.

**Question:**

What sizes the trees are to be?

**Response:**

The sizes of the trees are listed in the section titled "Bid Form", under the column titled "Description."

**Question:**

What type of warranty is expected?

**Response:**

The Warranty can be found in the Invitation to Bid, Section titled "Detailed Requirements," Item No. 6.

**All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. This addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.**

Thank you for your participation in our bidding process.

Corrice E. Patterson, Director of Public Works  
Village of Palmetto Bay



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**Acknowledgement of**  
**Addendum of Solicitation**

Amendment/Modification No.: 1  
Amendment of RFQ No.: 2010-PW-102  
Title of Bid: Villagewide Landscaping Services

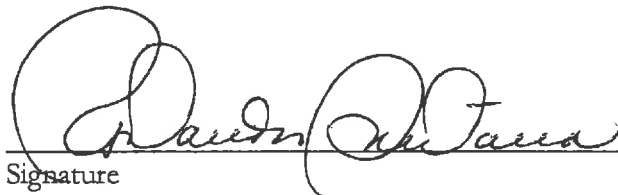
Name of  
Proposer TROPIC LANDSCAPING & LAWN MAINTENANCE, INC.

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Date Addendum  
Received THU 12/23/2010

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Total Pages of Addendum including Acknowledgement 2

  
Signature

Please return acknowledgement of Addendum to the Village of Palmetto Bay Public Works Department via facsimile (305) 969-5091.

The addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.





December 29, 2010

To: All Interested Parties

From: Corrice E. Patterson, Public Works Director  
Village of Palmetto Bay  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157

Re: Bid Solicitation 2010-PW-102  
Villagewide Lanscaping Services

**ADDENDUM NO. 2**

Carlos Vazquez from CNC Management Group, Inc. submitted the following question:

**Question:**

BID BOND OR BID DEPOSIT SECTION 2.27: If a Cashier's Check in the amount of 5% for the Bid Deposit is submitted to the Village of Palmetto Bay along with the Invitation to Bid, will it be returned if we're not awarded the contract?

**Response:**

Yes

**Question:**

GUARANTEE/WARRANTY INFORMATION SECTION 2.30: Upon reviewing the Guarantee/Warranty Sections we have not been able to determine whether or not there's an actual form or what exactly needs to be included in the Bid Package.

**Response:**

No actual form is required a memo stating that the contractor will warranty /guarantee the product and workmanship in accordance with the requirements of Bid No. 2010-PW-102. The warranty period will commence once the Village of Palmetto Bay has submitted written or final invoice approval accepting the project as complete (not to be unreasonably delayed).

**Question:**

BIDDER QUALIFICATIONS SECTION 2.11: Upon reviewing the Bidder Qualifications Section we have not been able to determine whether or not there's an actual form to submit the requested information on or how this information is to be presented.

**Response:**

Copy of licenses, brief company background/profile, identify key individuals and titles, reference list for which the company has been doing business with for the past five years including contact information and complete page BSF-4 in Bid No. 2010-PW-102.

Monica Rodriguez from Tip Top Enterprises, Inc. submitted the following question:

**Question:**

On page BF-2 of the Bid Form I, will the total Bid amount requested for items FY-1 and FY-2 as a lump sum, be the amount considered to determine the winner of this bid ?

**Response:**

Yes

**Question:**

Will the amount of the Bid bond, Payment & Performance Bond, be based on this total lump sum showed on the Bid Form I on page BF-2 only?

**Response:**

Yes

**Question:**

From the miscellaneous good or services Bid Form I, page BF-4, can you specify the following:

- 1.) A. Type of soil and depth of soil application?

**Response:** Topsoil for use in preparing soil for backfilling plants pits shall be (20% muck and eighty percentage (80%) sand and be fertile, friable, and of a loamy character, without mixture of subsoil materials, and obtained from a well-drained, arable site.

- B. Please provide option for price per CY of soil.

**Response:** Soil unit price to be submitted price per square feet only

- 2.) Type of mulch?

**Response:** Eucalyptus mulch

- 3.) Size of the tree removal?

**Response:** 24" diameter to 47.99" diameter and 48" diameter with a height greater than 14'

- 4.) Size of stumps removal or stump grinding?

**Response:** 6" diameter to 11.99" diameter, 12" diameter to 23.99", disposal 24" diameter to 47.99" diameter, and 48" diameter and greater

- 5.) A. Size of tree trimming ?


**Response:** No more than 25% of canopy

- B. Type of tree or palms?

**Response:** Japanese Blueberry, Live Oaks, Black Olives, Gumbo Limbo and Mahogany

**All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. This addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.**

Thank you for your participation in our bidding process.



Corrice E. Patterson, Director of Public Works  
Village of Palmetto Bay



Acknowledgement of  
Addendum of Solicitation

Amendment/Modification No.: 2  
Amendment of RFQ No.: 2010-PW-102  
Title of Bid: Villagewide Landscaping Services

Name of  
Proposer

Tropic Landscaping & Lawn Maintenance Inc

Date Addendum  
Received

12-29-2010

Total Pages of Addendum including Acknowledgement

2

Dan / ~ / F

Signature

Please return acknowledgement of Addendum to the Village of Palmetto Bay Public Works Department via facsimile (305) 969-5091.

The addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.



December 30, 2010

To: All Interested Parties

From: Corrice E. Patterson, Public Works Director  
Village of Palmetto Bay  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157

Re: Bid Solicitation 2010-PW-102  
Villagewide Lanscaping Services

**ADDENDUM NO. 3**

Monica Rodriguez from Tip Top Enterprises, Inc. submitted the following question:

**Question:**

Can you specify the depth of the top soil to be applied?

**Response:**

The depth of the hole shall be equal to the rootball depth plus eight (8") inches, unless further depth is required to provide adequate drainage for plant survival and growth. (Pack firmly)

**Question:**

If the unit price is required to have it in sq.ft., or can we provide price per cubic feet?

**Response:**

For the purpose of this bid, please provide price per sq. ft.

Ruth Signorile from Flanagan & Willard, P.A. submitted the following question:

**Question:**

Is Section GC 1.12 applicable?

**Response:**

Yes, if required

**Question:**

There is reference to a contract security and to a performance bond. Are they one and the same?

**Response:**

Yes

**Question:**

There is a form for a Labor and Material Payment Bond that concerns Traffic Calming Improvements. Is this form applicable?

**Response:** Yes it is applicable; replace "construction of Traffic Calming Improvements" with Landscaping Services

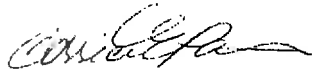
**Question:**

Does the contract cover only medians and swales or other area such as public parks and Village Hall?

**Response:** Yes, this contract award is specific to Bid Form I, page 2 of 6 with an option to request additional miscellaneous services in medians and swale; increase or decrease the scope of work identified on Bid Forms I, page BF-3 and BF-4 if funding is available. Public areas not budgeted under this contract may negotiate a contract agreement based on the pricing, terms and conditions identified in Bid No. 2010-PW-102.

**All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. This addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.**

Thank you for your participation in our bidding process.



Corrice E. Patterson, Director of Public Works  
Village of Palmetto Bay



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**Acknowledgement of**  
**Addendum of Solicitation**

Amendment/Modification No.: 3  
Amendment of RFQ No.: 2010-PW-102  
Title of Bid: Villagewide Landscaping Services

Name of  
Proposer

TROPIC LANDSCAPING & LAWN MAINTENANCE INC.

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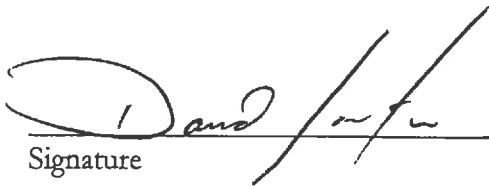
Date Addendum

Received 12-30-2010

Total Pages of Addendum including Acknowledgement

2

Signature



Please return acknowledgement of Addendum to the Village of Palmetto Bay Public Works Department via facsimile (305) 969-5091.

The addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.

### **Drug-Free Workplace Certification**

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' 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 of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee 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.

Bidder's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

YOLANDA SANZANA

[illegible]



The Bidder's response to this questionnaire will be utilized as part of the Village's overall Bid Evaluation and Contractor selection.

1. Governmental References:

List other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years.

Name of Agency: CITY OF PLANTATION  
Address: 400 NW 73<sup>rd</sup> AVE. - PLANTATION, FL 33317  
Telephone No.: (954) 797-2282  
Contact Person: JUAN JOSE FIGUEROA  
Type of Project: LANDSCAPING

Name of Agency: CITY OF MIAMI  
Address: 444 SW 2<sup>nd</sup> AVE - MIAMI, FL 33130  
Telephone No.: (305) 960-3003  
Contact Person: RALPH GONZALEZ  
Type of Project: INSTALLING SOD & PLANTS

Name of Agency: CITY OF FT. LAUDERDALE  
Address: 100 NORTH ANDREW AVE, FT. LAUDERDALE, FL 33301  
Telephone No.: (954) 828-7827  
Contact Person: PAUL VITRANO  
Type of Project: SOD INSTALLATION

Name of Agency: CITY OF MARGATE  
Address: 102 ROCK ISLAND ROAD  
Telephone No.: (954) 972-4996  
Contact Person: MIKE JONES  
Type of Project: SOD INSTALLATION

Name of Agency: CITY OF MIRAMAR  
Address: 2300 CIVIC CENTER PLACE - MIRAMAR, FL 33025  
Telephone No.: (954) 602-3829  
Contact Person: ERIC BERRY  
Type of Project: SOD INSTALLATION

Name of Agency: CITY OF BOCA RATON  
Address: 201 WEST PALMETTO PARK ROAD - BOCA RATON, FL 33432  
Telephone No.: (561) 416-3379  
Contact Person: CHARLES HARGROVE  
Type of Project: REMOVING & INSTALLING SOD

N/A

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

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: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

\_\_\_\_\_  
Printed, typed or stamped commissioned name of notary public

**BUSINESS ENTITY AFFIDAVIT  
(VENDOR / BIDDER DISCLOSURE)**

I, YOLANDA SANTANA being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

65-0315410  
Federal Employer Identification Number (If none, Social Security Number)

TROPIC LANDSCAPING & LAWN MAINTENANCE, INC.  
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

17973 SW 248<sup>th</sup> STREET HOMESTEAD, FL 33031  
Street Address Suite City State Zip Code

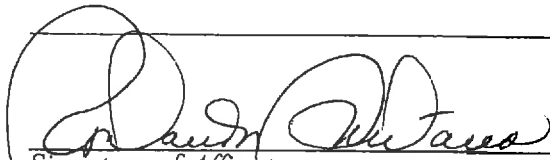
**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>YOLANDA SANTANA</u>	<u>17973 SW 248<sup>th</sup> St. Homestead, FL</u>	<u>100</u> %
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

NONE

  
Signature of Affiant

YOLANDA SANTANA  
Print Name

1-3-2011  
Date

Sworn to and subscribed before me this 3 day of Jan, 2011.

Personally known \_\_\_\_\_

OR

Produced identification ✓

Florida Drivers License  
Type of identification

Notary Public - State of Florida

My commission expires: July 20, 13

Christie King  
Printed, typed or stamped commissioned name of notary public





17973 SW 248<sup>th</sup> Street  
Homestead, Florida  
(305) 245-4144 Phone / (305) 245-3109 Fax

### ATTACHMENTS

- 1). Insurances: Liability & Auto.
- 2). Worker Compensation Insurance
- 3). Pre-Bid Sign in Sheet
- 4). Business Licenses
- 5). Company background
- 6). Company's key individual and titles
- 7). List of references (3 pages)
- 8). Letter of Warranty



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
12/15/10

PRODUCER J.A.V. Insurance  
18655 S. Dixie Hwy.  
Miami, FL 33157  
Phone (305) 252-1009 Fax (305) 252-7474

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

INSURED Tropic Landscaping & Lawn Maintenance, Inc.  
17973 sw 248 st  
Miami FL 33031

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: SCOTTSDALE INSURANCE COMP.

INSURER B: GRANADA INSURANCE COMP.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPS 1189136	05/19/10	05/19/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$3,000,000.00 \$50,000.00 \$5,000.00 \$3,000,000.00 \$3,000,000.00 \$3,000,000.00
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> <b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	0110FL00001005-3	05/15/10	05/15/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG EACH OCCURRENCE AGGREGATE \$1,000,000.00
A	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
		<b>PROPERTY CONTENTS &amp; EQUIPMENT</b>	CPS1189136	05/19/10	05/19/11	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

CITY OF CORAL SPRINGS  
9551 WEST SAMPLE ROAD  
CORAL SPRINGS, FL 33065

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SONIA MACHADO



P.O. Box 988  
Lakeland, FL 33802-0988

Member of Liberty Mutual Group

1-800-282-7648  
(863) 665-6060  
Fax (863) 666-1958

### CERTIFICATE OF INSURANCE

RE : 0830-41370  
ISSUED TO : The City of Coral Springs  
  
9551 West Sample Road  
Coral Springs, FL 33065

Producer : Bernard J. Sullivan  
Company : Compupay Insurance Services,  
Inc.  
Address : 1601 Belvedere Road, Suite 105S  
West Palm Beach, FL 33406  
Phone : (305) 477-1700

Attn: Mary Marinace

This is to certify that Tropic Landscaping & Lawn Maintenance, 17973 S.W. 248th St. Homestead, FL 33031-1801, being subject to the provisions of the Florida Workers' Compensation Law, has secured the payment of any workers' compensation benefits due by insuring their risk with the Bridgefield Employers Insurance Company.

POLICY NUMBER:	<u>0830-41370</u>	Statutory Limits -- State of Florida
		Employers Liability
EFFECTIVE DATE:	<u>March 21, 2010</u>	500,000 (Each Accident)
		500,000 (Disease--Each Employee)
EXPIRATION DATE:	<u>March 21, 2011</u>	500,000 (Disease--Policy Limit)

This certificate is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be construed as amending, extending, or altering coverage not afforded by the policy shown above or affording insurance to any insured not named above.

The policy of insurance listed above has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance made available by the described policy in this certificate is subject to only the terms, exclusions and conditions of such policy. Paid claims may have reduced the shown limits.

If the policy described above is cancelled before the expiration date indicated, the issuing company will endeavor to mail 30 days' written notice to the certificate holder named above, although if cancellation is for nonpayment of premium, then the issuing company will endeavor to mail 30 days' written notice to the certificate holder. In any event, the issuing company, its agents, and representatives accept no obligation or liability of any kind for failure to mail such notice.

  
\_\_\_\_\_  
Authorized Signature

Date: December 14, 2010

Bridgefield Employers Insurance Company, rated A (Excellent) by A.M. Best Company, is an affiliate of and is managed by Summit.  
Summit includes Summit Consulting, Inc. and its subsidiaries.

WC 07-050 (Rev. 1/08)

[summitholdings.com](http://summitholdings.com)



**Place of Meeting:** Edward & Arlene Feller Community Room

5



MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
1st FLOOR  
MIAMI, FL 33130

2010 LOCAL BUSINESS TAX RECEIPT 2011  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2011  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

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

THIS IS NOT A BILL - DO NOT PAY

071002-1  
BUSINESS NAME / LOCATION  
TROPIC LANDSCAPING & LAWN  
MAINTENANCE INC  
OPERATING IN DADE COUNTY

RENEWAL  
RECEIPT NO. 071002-1

OWNER  
TROPIC LANDSCAPING & LAWN  
Sec. Type of Business

EMPLOYEE/S  
5

213 SERVICE BUSINESS  
NOT A CONTRACTORS RECEIPT

THIS IS ONLY A LOCAL  
BUSINESS TAX RECEIPT. IT  
DOES NOT PERMIT THE  
HOLDER TO VIOLATE ANY  
EXISTING REGULATORY OR  
ZONING LAWS OF THE  
COUNTY OR CITIES. NOR  
DOES IT EXEMPT THE  
HOLDER FROM ANY OTHER  
PERMIT OR LICENSE  
REQUIRED BY LAW. THIS IS  
NOT A CERTIFICATION OF  
THE HOLDER'S QUALIFICA-  
TIONS.

DO NOT FORWARD

TROPIC LANDSCAPING & LAWN  
MAINTENANCE INC  
P O BOX 901368  
HOMESTEAD FL 33090

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR:

09/24/2010  
60040000007  
000075.00

SEE OTHER SIDE





Tropic Landscaping & Lawn Maintenance, Inc has been serving the community for over 15 years. Supported by a 5 acre nursery and a 10 acre tree farm, we offer a variety of services including landscaping, sodding (including Athletic fields), designing, lawn maintenance, irrigation, fountains, ponds and rock designs.

We are a full service landscape company and-nursery able to provide any related services. Our nursery is open to the public daily and we are always offering unbeatable prices and specials. We also carry Bonsai and Topiary along with the exotic and unexpected.

Our crews are experienced, neatly uniformed and courteous and are supported with well maintained equipment. Our operators are able to handle even the most challenging jobs. We are committed to providing quality service and products and would consider it a privilege to work with you.

Thank you for your consideration.

Sincerely

*Yolanda Santana*

Yolanda Santana, President

Tropic Landscaping & Lawn Maintenance, Inc

Tropic Landscaping & Lawn Maintenance, Inc  
17973 SW 248th Street  
Homestead, Florida 33031

<u><b>Employees &amp; Officers</b></u>	<u><b>Job Description</b></u>
--	-------------------------------

Yolanda Santana	President - Inside-Sales
David Santana	Vice President - Outside Sales & Project Manager
Joann Sharpe	Office Manager - Inside Sales
Isabel Cruz	Job Superintendent
Santos Chavez	Job Foreman / Operator
Alberta Cifuentes	Lead Labor

**TROPIC LANDSCAPING & LAWN MAINTENANCE, INC**  
**17973 S.W. 248<sup>TH</sup> STREET**  
**HOMESTEAD, FLORIDA 33031**  
**PHONE: (305) 245-4144 / FAX: (305) 245-3109**

**LANDSCAPING PROJECT EXPERIENCE LIST**

**Village of Pinecrest - \$181,571.00**

Public Works – Street Tree Planting Program  
11509 South Dixie Highway  
Pinecrest, Fl 33156  
Gary Krackenberg - (305) 234-2116  
Fax – (305) 234-2119

**Palms of Deerfield Beach - \$308,464.68 (2008)**

425 Northwest 1<sup>st</sup> Terraces  
Deerfield Beach, Fl 33441  
Contractor: Siltek Group, Inc  
Rene Sierra – (954) 370 - 1368  
Fax - (954) 370 - 1390

**Villa Aurora Apartments – \$33,000.00(2008)**

1398 SW 1st Street  
Miami, Fl 33135  
Contractor: Siltek Group, Inc  
Rene Sierra – (954) 370 - 1368  
Fax - (954) 370 - 1390

**NW 38<sup>th</sup> Way Street Landscaping - \$210,425.00**

Plantation, Fl 33317  
Owner: City of Plantation  
Brett Butler - (954) 797-2282  
Fax - (954) 797-2761

**Visa International Landscaping – \$65,500.00 (2009 – 2010)**

1004 NW 65<sup>th</sup> Ave  
Miami, Fl 33126  
Kelvin Lahey - (305) 328-1499  
Fax: - (305) 328-1110

**Homestead Housing Authority Phase IV - \$78,396.00 (2009)**

29355 S. Federal Hwy  
Homestead, Fl 33030  
Contractor: Siltek Group, Inc  
Rene Sierra – (954) 370 - 1368  
Fax - (954) 370 – 1390

**Henderson Park Restroom & Pavilion Renovation - \$25,740**

971 NW 2nd Street  
Miami, Fl 33128-1205  
Contractor: BMA Construction, Inc  
Oscar Beltra – (305) 423 – 5057  
Fax – (305) 756 - 9015

**Manatee Village Phase IV – \$35,000.00 (2009-2010)**

907 SE 9th Street  
Ruskin, Fl 33570  
Owner: Everglades Community Association  
Steve Kirk – (305) 242-2142  
Fax - (305) 248-2652

**Sea Grape Apartment - \$144,576.00 (2010)**

7163 Overseas Hwy  
Marathon, Fl 33050  
Contractor: Siltek Group, Inc  
Rene Sierra – (954) 370 - 1368  
Fax - (954) 370 – 1390

**Roosevelt C. Sands, Jr, Apartment - \$63,000.00 (2010)**

215 Amelia Street  
Key West, Fl 33040  
Contractor: Siltek Group, Inc  
Rene Sierra – (954) 370 - 1368  
Fax - (954) 370 – 1390

**Hialeah High Parking Garage - \$33,140.00 (2008)**

4775 East 1<sup>st</sup> Avenue

Hialeah, Fl 33013

Owner: City of Hialeah

Oniel E. Toledo – (305) 953-2597

Fax - (305) 687-2642

**Vining At The Waterways - \$50,000.00 (2010 - )**

3609 NE 207<sup>th</sup> Street

Aventura, Fl 33165

Contractor: Pro-Line Builders

Peter Izquierdo – (954) 448-0298

Fax – (727) 773-2908

**Colonial Palms - \$45,082.00 (2008- 2009)**

3700 NE 4<sup>th</sup> Terrace

Deerfield Beach, Fl

Contractor: MAS Development

Mike Sher – (954) 927-2717

Fax – (954) 927-2720

**Tropic Landscaping & Lawn Maintenance, Inc.**

**17973 S.W. 248<sup>th</sup> Street**

**Homestead, Florida 33031**

**Phone (305) 245-4144 / Fax (305) 245-3109**

Village of Palmetto Bay  
Purchasing Division  
8950 SW 152<sup>nd</sup> street  
Palmetto Bay, Fl 33157

**Project:** Village wide Landscaping Services  
Various Job Sites  
Palmetto, Fl

**Re:** Warranty Letter

To Whom It May Concern:

Tropic Landscaping & Lawn Maintenance, Inc shall replace, repair or make good, without cost to the Village, any defects or faults arising within one (1) year after date of acceptance of work and material furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by Tropic Landscaping & Lawn Maintenance. All trees shall be live, healthy and in satisfactory growth throughout the guarantee period.

Nothing in the above shall be deemed to apply which has been Acts of God, abused or neglected.

Submitted by: \_\_\_\_\_

Yolanda Santana, President  
Tropic Landscaping & Lawn Maintenance, Inc.

**BID SECURITY FORM (BID # 2010-PW-102)**  
**VILLAGEWIDE LANDSCAPING SERVICES**

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of Two thousand- two hundred four dollars, 25/xx Dollars (\$ 2,204.25 ), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the Palmetto Bay Villagewide Landscaping Services (Bid # 2010-PW-102).

Company: Tropic Landscaping & Lawn Maintenance, Inc  
Name: YOLANDA SANTANA  
Signature: [Signature]  
Title/Position: PRESIDENT

TO THE VILLAGE OF PALMETTO BAY:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as obligee, hereinafter called Village, in the penal sum of \_\_\_\_\_ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the Village, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

Federal Tax I.D.# \_\_\_\_\_

Contractor License I.D.#: \_\_\_\_\_

Principal \_\_\_\_\_

Surety \_\_\_\_\_



TAB 3

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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT TO PROVIDE IMPROVEMENTS TO THE TOWN CENTER SOUTH PARKING LOT; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST RANKED CONTRACTOR WILLIAMS PAVING COMPANY, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) Council authorized the purchase of an outparcel consisting of approximately 2.27 acres, located adjacent to the Town Center Building; and

**WHEREAS**, the Town Council desires to enhance the use of the property from an existing parking lot to a multi-use facility consisting of open space and shared parking; and

**WHEREAS**, the Town Council authorized the issuance of a Invitation to Bid (ITB) #11-39 on May 18, 2011 for the Town Center South Parking Lot Improvements; and

**WHEREAS**, the ITB resulted in six (6) sealed bids being received prior to the June 24, 2011 deadline; and

**WHEREAS**, pursuant to the ITB competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to utilize the services of first ranked firm, Williams Paving Company, Inc. (the “Contractor”), to provide improvements to the Town Center South Parking Lot as outlined in ITB # 11-06; and

**WHEREAS**, should the negotiations be unsuccessful with the Contractor fail, the Town Council desires to obtain the services of Magolc, Inc. (the “Alternative Contractor”) as the second-ranked firm; and

**WHEREAS**, the Town Attorney’s Office has reviewed the terms of the agreement with Contractor or Alternative Contractor, attached as Exhibit “A”, and has determined that it is legally sufficient; 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 finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

**Section 2. Approval of the Agreement.** The Town Council hereby approves the agreement with the first-ranked firm, Williams Paving Company, Inc. and in the alternative with the second-ranked firm, Maggolg, Inc., Improvements to the Town Center South Parking Lot which incorporates Invitation to Bid 11-06 and associated documents, in substantially the form attached hereto as Exhibit "A" (the "Agreement").

**Section 3. Town Manager Authorized.** The Town Manager is authorized, on behalf of the Town, to negotiate and execute the Agreement for Improvements to the Town Center South Parking Lot with the first-ranked firm, Williams Paving Company, Inc., in substantially the form attached hereto as Exhibit "A". In the event the Town Manager is unable to execute a contract in substantially the form attached hereto with Williams Paving Company, Inc. then the Town Manager may negotiate and execute the Agreement with Maggolg, Inc. as the second-ranked firm. The Town Manager is authorized to execute the Agreement without further Town Council action and once approved by the Town Attorney as to form and legal sufficiency.

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

PASSED and ADOPTED this \_\_\_\_\_ day of August, 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 Sue Loyzelle \_\_\_\_\_

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



## 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: August 17, 2011

Re: Award of ITB #11-06: Town Center Parking Lot Improvements

## REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT WITH WILLIAMS PAVING COMPANY, INC. FOR TOWN CENTER SOUTH PARKING LOT IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

## BACKGROUND AND ANALYSIS

The Town Council on May 18, 2011, authorized staff to issue an Invitation to Bid (ITB) # 11-06: Town Center South Parking Lot Improvements. The scope of the work includes: removing a portion of the existing asphalt parking lot, installation of sod, replacement and installation of parking lot lighting fixtures, restriping remaining parking lot, and installation of additional drainage structures. The ITB was advertised in a newspaper of general circulation which, complies with the Town's adopted Purchasing Ordinance # 06-22. A "Mandatory" pre-bid meeting was held on June 8, 2011, at which time eighteen (18) potential bidders participated. The ITB had a due date and time of June 24, 2011 @ 10:00a.m. The Town received six (6) sealed bid packages, from potential contractors (see attached Exhibit "A") which, were publicly opened at Town Hall. Bid submittals ranged from as low as \$ 227,431 to as high as \$ 403,810. The Town's consulting engineer's (Marlin Engineering), project estimate was: \$ 230,111.





The following bidders were comprised the top three (3) responsive:

- |                         |               |
|-------------------------|---------------|
| • Williams Paving, Inc. | \$ 227,431.35 |
| • Maggoc, Inc           | \$ 276,022.05 |
| • Atlantic Civil, Inc.  | \$304,823.30  |

A complete review was performed on the “Lowest & Responsive” bidder: Williams Paving Company Inc., which included:

- Contacting all of the provided references, as per ITB # 11-06; and
- Town staff’s facilities inspections, as per ITB # 11-06; and
- Confirmation of “good standing” with the State of Florida Department of Business and Professional Regulations which, included any registered complaints.

A copy of first ranked bidder: Williams Paving Company, Inc’s bid submittal is attached as Exhibit “B”.

The proposed Parking Lot Improvements will be funded by the funds allocated in the following accounts: Original TD Bank land purchase loan, General Government, and Stormwater utility Fund.

### RECOMMENDATION

Based on Town staff’s evaluation of the “lowest & responsive” bidder: Williams Paving Company, Inc., it is recommended that the Town Council approve the attached Resolution.

**TOWN OF CUTLER BAY**  
**ITB # 11-06**  
**Town Center South Parking Lot Improvements**

**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 Williams Paving Company, Inc. (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 Center South 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  
Phone (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, 2011**. The Work will be substantially completed by **TBA, 2011** and within 60 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, 2011**. 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	\$ 227,431.35
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Contract Price (in words) Two hundred twenty seven thousand four hundred thirty one dollars and thirty-five cents

- 4.2 Included in the Agreement Sum is an allowance account of \$ 20,000.00 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. Code 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.
- 9.6. 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.
- 9.7. 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.
- 9.8. 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.

9.9 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.

9.10 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.

- 9.11 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.
- 9.12 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.
- 9.13 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.
- 9.14 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.
- 9.15 Contractor shall abide by the applicable provisions of Chapter 119, Florida Statutes (Public Records).

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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

ADDRESS

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

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

Steven J. Alexander  
Town Manager

WITNESS \_\_\_\_\_

(CORPORATE SEAL)

CONTRACTOR

Williams Paving Company, Inc.

ADDRESS

11300 NW South River Drive  
Medley, FL 33178

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

WITNESS \_\_\_\_\_

(CORPORATE SEAL)

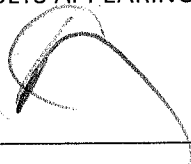
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## ITB #11-06 Town Center South Parking Lot Improvements Summary of Bid Totals

COMPANY	BID TOTAL	ORIGINAL AMOUNT PROPOSED IN BID
William's Paving, Inc.	\$ 227,431.35	
Maggolc, Inc.	\$ 276,022.05	
Atlantic Civil Inc.	\$ 304,823.30	\$ 284,823.30
Florida Engineering Corporation	\$ 339,705.28	\$ 339,757.25
Caribe Utilities of Florida	\$ 394,502.12	
Metro Express	\$ 403,810.00	

THE BID RESULTS APPEARING HAVE BEEN VERIFIED BY THE TOWN CLERK

---

Esther B. Coulson



**TOWN OF CUTLER BAY**

**SECTION 4**

**BIDDER'S REPRESENTATION**

**COPY**

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

Proposal of Williams Paving Co., Inc.  
(Name)  
11300 NW South River Drive Medley, FL 33178  
(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. E2313

Bidder's Occupational License No. 026791-4

WITNESS

Ronnie Smith  
Ronnie Smith

By: [Signature]  
Signature of Authorized Agent  
(SEAL)

## 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 \$ 227,431.35

BASE BID AMOUNT (IN WORDS) Two hundred TWENTY SEVEN

THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND TWENTY FIVE CENTS

Taxpayer Identification Number:

59-0895890

**BIDDER:**

Williams Paving Co., Inc.

(Company Name)

(Signature of Authorized Representative)

Alan B. Rodriguez, Vice President

(Printed Name and Title)

11300 NW South River Dr Medley, FL 33178

(Company Address)

(305) 882-1950

(Company Phone Number)

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# **REVISED**

## **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	30,000.-	30,000.-
0102-1	MAINTENANCE OF TRAFFIC	1	LS	2,000.-	2,000.-
0104	SEDIMENT BARRIER / SILT FENCE/ INLET PROTECTION SYSTEM	1	LS	1,000.-	1,000.-
0110-1-1	CLEARING & GRUBBING	1	LS	11,000.-	11,000.-
0120-6	EMBANKMENT / SITE GRADING	4,158	CY	1.-	4,158.-
0105-1-8	REWORKING LIMEROCK BASE, 4"	3,934	SY	5.25	20,653.50
0105-2	LIMEROCK- NEW MATERIAL FOR REWORKING BASE	100	CY	18.50	1,850.-
0334-1-13	TYPE S-1 ASPHALTIC CONCRETE (1")	217	TN	100.-	21,700.-
0425-1551	STORM INLETS / CATCH BASINS, <10'	3	EA	2,250.-	6,750.-
0425-2-41	MANHOLES, <10'	2	EA	1,970.-	3,940.-
0430-1751-18	PIPE CULVERT, OPTIONAL MATERIAL HDEP ROUND, 18" S/CD	50	LF	31.-	1,550.-
0443-70-3	FRENCH DRAIN, 18"	300	LF	60.-	18,000.-
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	640	LF	11.25	7,200.-
0520-2-4	CONCRETE CURB, TYPE D	97	LF	18.-	1,746.-
0570-1-2	PERFORMANCE SOD (BAHIA)	4,941	SY	2.50	12,352.50
0700-20-11	SINGLE POST SIGN, F&I (LESS THAN 12 SQ. FT.)	11	AS	2,250.-	24,750.-
0710-11122	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8"	454	LF	.50	227.-
0710-11124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 18"	120	LF	1.-	120.-
0710	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 4"	0.64	NM	1,585.-	1,014.40
0710-11111	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	0.05	NM	1,850.-	92.50
0710-11211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	100	LF	.35	35.-
0710-11125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	33	LF	1.10	36.30
0710-11170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	10	EA	25.-	250.-
0542-70	WHEEL STOP / BUMPER GUARDS, CONCRETE	13	EA	20.-	260.-
0710-11351	PAINTED PAVEMENT MARKINGS, STANDARD, BLUE, SOLID 4"	126	LF	.30	37.80
0710-11460	PAINTED PAVEMENT MARKINGS, STANDARD, BLUE. MESSAGE	5	EA	40.-	200.-
0710-11211	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6" (YELLOW STRIPE)	136	LF	.35	47.60
0715-4119	LIGHT POLE COMPLETE, F&I, WIND SPEED 150, CUSTOM HEIGHT (SEE CONSTRUCTION PLANS)	2	EA	5,650.-	11,300.-
0715-4400	LIGHT POLE COMPLETE, MODIFICATION (SEE CONSTRUCTION PLANS)	2	EA	600.-	1,200.-

0715-4600	LIGHT POLE COMPLETE, REMOVE (SEE CONSTRUCTION PLANS)		EA	975.-	975.-
0715-7-11	LOAD CENTER, F&I, SECONDARY VOLTAGE (SEE PLANS)	1	EA	4530.-	4530.-
0715-14-51	LIGHTING- PULL BOX REMOVE (SEE PLANS)	3	EA	125.-	375.-
0715-14-11	LIGHTING- PULL BOX, F&I (SEE CONSTRUCTION PLANS)	3	EA	550.-	4400.-
0715500-1	POLE CABLE DISTRIBUTION SYSTEM (SEE PLANS)	4	EA	1185.-	4740.-
0715-1-12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 6 (SEE PLANS)	2230	LF	1.25	2750.-
0715-2-12	LIGHTING CONDUIT, F&I, UNDER EX. STING PAVEMENT SAWCUT	1100	LF	10.-	11000.-
0715-1-13	LIGHTING CONDUCTORS, F&I, INSULATED NO. 2 (SEE PLANS)	152	LF	2.30	4140.-
0730 76101	STEEL CASING, F&I (2"x4")	10	LF	1.-	12.-
OPTIONAL ITEMS				-	
0711-11111	THERMOPLASTIC, STANDARD, WHITE SOLID, 6"	535	NM	3695.-	184.75
0711-11211	THERMOPLASTIC, STANDARD, YELLOW SOLID 6"	10	LF	.70	70.-
0711-11125	THERMOPLASTIC, STANDARD, WHITE SOLID, 24"	23	LF	3.-	99.-
0711-11170	THERMOPLASTIC, STANDARD, WHITE ARROW	10	EA	46.-	460.-
0520-Misc	CONCRETE 6-IN REINFORCED (INCLUDE BASE AND PREPARATION OF AREA FOR CONCRETE)	300	SY	25.-	12,500.-
A-1	ALLOWANCE		LS	\$20,000	

BASE BID AMOUNT \$ 227,431.35 ✓

BASE BID AMOUNT (IN WORDS) TWO HUNDRED TWENTY SEVEN THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS AND THIRTY-FIVE CENTS

**Bid Item Notes:**

1. Bid Item 0101-1 is a lump sum payment for all mobilization costs including video record of existing conditions, 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 free-standing. The signs 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 payment for the Maintenance of Traffic required for project construction. All crosswalks and sidewalks shall remain open and free of obstruction. Temporary painting for roadways and crosswalks shall be maintained throughout the project.
3. Bid Item 0104 is a lump sum payment and includes implementation and maintenance of all erosion and sediment control measures, and NPDES permitting fees and permit conditions.
4. Bid Item 0110-1-1 is a lump sum payment 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.
5. Bid Item 0120-6 includes all costs associated with necessary permits, fines or waivers obtained by the contractor for hauling fill material.
6. Bid Item 0334-1-13 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase.
7. Bid Items 0443-70 and 0430-1751-10 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.
8. Bid Items 0105-1-8 includes all costs associated with the removal and disposal of existing asphaltic concrete from the area of proposed Base Rework.
9. Bid Items 0715-2-12 includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, restoration of pavement, sod, landscape/trees.
10. Bid Item 0715-4400 includes cost of all work related to the light poles including the reconditioning of exist. conduits as noted on the plans.

# THE AMERICAN INSTITUTE OF ARCHITECTS


## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Williams Paving Co., Inc.  
11300 Northwest South River Drive Medley FL 33178  
as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company  
175 Berkeley Street Boston MA 02116  
a corporation duly organized under the laws of the State of MA  
as Surety, hereinafter called the Surety, are held and firmly bound unto The Town of Cutler Bay  
10720 Caribbean Boulevard Cutler Bay FL 33189  
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

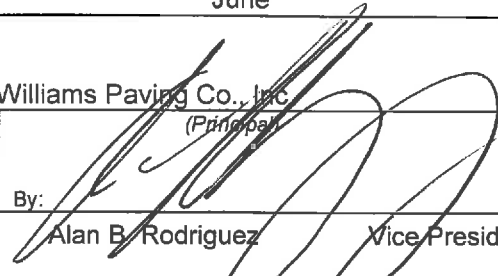
WHEREAS, the Principal has submitted a bid for Town Center South Parking Lot Improvements; Project No. 11-06

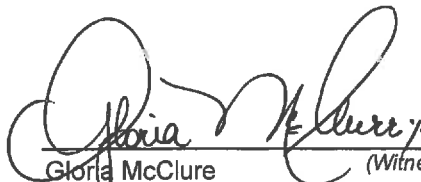
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of June, 2011

  
Ronnie Smith (Witness)

Williams Paving Co., Inc.  
(Principal) (Seal)

By:   
Alan B. Rodriguez Vice President (Title)

  
Gloria McClure (Witness)

Liberty Mutual Insurance Company  
(Surety) (Seal)

By:   
Attorney-in-Fact Charles D. Nielson (Title)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**MARY C. ACEVES, CHARLES J. NIELSON, KRISTI MESSEL, CHARLES D. NIELSON, DAVID R. HOOVER, ALL OF THE CITY OF MIAMI LAKES, STATE OF FLORIDA** .....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED MILLION AND 00/100 \*\*\*\*\* DOLLARS (\$ 100,000,000.00 \*\*\*\*\*)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 10th day of March, 2011.

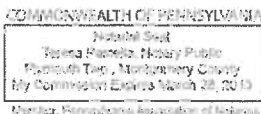
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 10th day of March, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 24th day of June, 2011.

By David M. Carey  
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

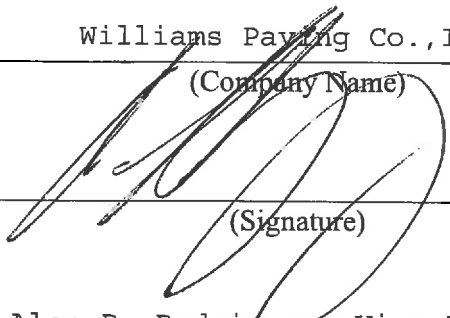
**TOWN OF CUTLER BAY**

**SECTION 7**

**ADDENDUM ACKNOWLEDGEMENT FORM**

<b>Addendum #</b>	<b>Date Received</b>
None	

BIDDER: Williams Paving Co., Inc.  
(Company Name)

  
(Signature)

Alan B. Rodriguez, Vice President  
(Printed Name & Title)

**END OF SECTION**



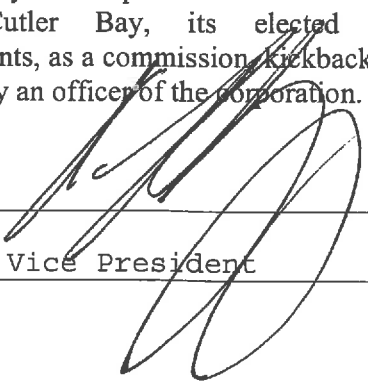
**TOWN OF CUTLER BAY**

**SECTION 8**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  }    SS:  
COUNTY OF MIAMI-DADE         }

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 Williams Paving Co., Inc 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: Vice President


Sworn and subscribed before this

24 day of June, 2011

  
Notary Public, State of Florida

Lourdes M Vega  
(Printed Name)

My commission expires: 09-14-2014

NOTARY PUBLIC-STATE OF FLORIDA  
 Lourdes M. Vega  
Commission # EE026036  
Expires: SEP. 14, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

**END OF SECTION**



**TOWN OF CUTLER BAY**

**SECTION 9**

**NON-COLLUSIVE AFFIDAVIT (CONTINUED)**


**ACKNOWLEDGMENT**

State of Florida )  
 ) SS:  
County of Miami-Dade )

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Alan B. Rodriguez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 24 day of June, 2011.

My Commission Expires: 09-14-2014

  
\_\_\_\_\_  
Notary Public State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA  
Lourdes M. Vega  
Commission # EE026036  
Expires: SEP. 14, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 10**

**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 Alan B. Rodriguez, Vice President  
[print individual's name and title]

for Williams Paving Co., Inc.  
[print name of entity submitting sworn statement]

whose business address is

11300 NW South River Drive Medley, FL 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0895890

(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 verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

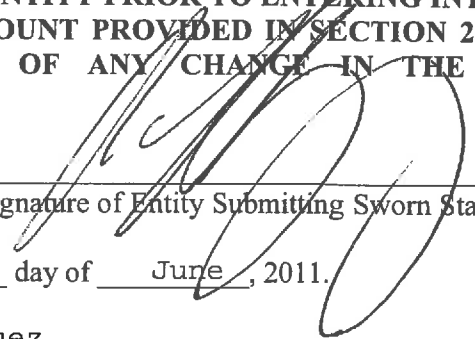
4. I understand than an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been 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 goofs 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.]**

  X   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 24 day of June, 2011.

Personally known Alan B. Rodriguez

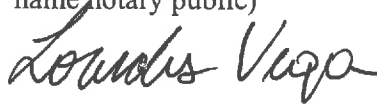
OR produced identification \_\_\_\_\_ Notary Public – State of Florida


\_\_\_\_\_ My commission expires 09-14-2014

(type of identification)

Lourdes Vega

(Printed, typed or stamped Commissioned  
name notary public)



NOTARY PUBLIC-STATE OF FLORIDA  
 Lourdes M. Vega  
Commission # EE026036  
Expires: SEP. 14, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

END OF SECTION

**TOWN OF CUTLER BAY**

**SECTION 11**

**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.

WILLIAMS PAVING CO., INC. IS A HEAVY/HIGHWAY  
CONTRACTOR. WE HAVE BEEN IN BUSINESS SINCE 1952.

2. The address of the principal place of business is:

11300 NW South River Drive Medley, FL 33178

3. Company telephone number:

(305) 882-1950

4. Number of employees:

68

5. Number of employees assigned to this project:

4

6. Company Identification numbers for the Internal Revenue Service:

59-0895890

7. Miami-Dade County and Town of Cutler Bay Occupational License Number, if applicable, and expiration date.

MDC # 026791-4

Town of Cutler Bay - N/A

ITB 11-06

Page 60 of 82

8. How many years has your organization been in business?

59 years

9. What similar engagements is your company presently working on?

PLEASE SEE WORK IN PROGRESS LIST

10. Have you ever failed to complete any work awarded to you? If so, where and why?

No

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:

Please see attached

11.1. \_\_\_\_\_  
(name) (address) (phone #)

11.2. \_\_\_\_\_  
(name) (address) (phone #)

11.3. \_\_\_\_\_  
(name) (address) (phone #)

12. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

Please see attached

(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?

Yes



14. Will you subcontract any part of this work? If so, include a list of subcontractors and task performed by each subcontractor. **YES**

**LIGHTING - A. BERNAL (ABS)**

**ASPHALT - H & R ASPHALT**

**STRIPPING - S & M PARKING LOT MAINTENANCE**

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?

None

16. What equipment will you purchase for the proposed work?

None

17. What equipment will you rent for the proposed work?

None

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

Project Manager: Alan B. Rodriguez

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: Williams Paving Co., Inc.

19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

Corporation

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

No

19.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

None

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.

None

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).

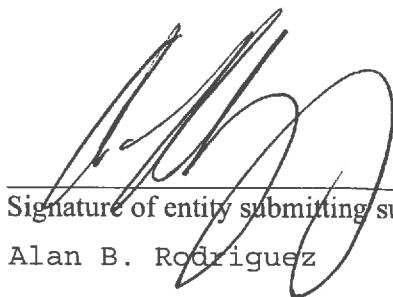
None

- 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.

None

NAME


RELATIONSHIPS

  
\_\_\_\_\_  
Signature of entity submitting supplement form  
Alan B. Rodriguez

STATE OF FLORIDA                     )  
  )SS.  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this 24 day of June, 2010, by Alan B. Rodriguez 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 24 day of June, 2011.

NOTARY PUBLIC-STATE OF FLORIDA  
 Lourdes M. Vega  
Commission # EE026036  
Expires: SEP. 14, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.

(NOTARY SEAL)

  
(Signature of person taking acknowledgment)

**TOWN OF CUTLER BAY**

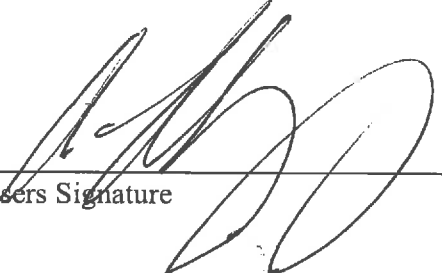
**SECTION 14**

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that  
Williams Paving Co., Inc. 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.

  
\_\_\_\_\_  
Proposer's Signature

06/24/2011  
Date

**END OF SECTION**

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

SEE OTHER SIDE



**CTQB**

Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

**E2313**

**WILLIAMS PAVING CO INC**

D.B.A.:

**RODRIGUEZ JOSE**

Is certified under the provisions of Chapter 10 of Miami-Dade County

**VALID FOR CONTRACTING UNTIL 09/30/2011**

	<b>QUALIFYING TRADE(S)</b>
0007	PAVING ENGINEERING
0007	PAVING ENGINEERING
0009	EXCAU & GRADING ENG

Herminio Gonzalez P.E.  
Secretary of the Board

Miami-Dade County retains all property rights herein.



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





# CTQB

Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

## E2313

### WILLIAMS PAVING CO INC

D.B.A.:

*Ronnie Smith*  
SMITH RONNIE

Is certified under the provisions of Chapter 10 of Miami-Dade County

**VALID FOR CONTRACTING UNTIL 09/30/2011**

#### QUALIFYING TRADE(S)

0007

PAVING ENGINEERING

0010

LAND CLEAR & GRUBBY

Herminio Gonzalez P.E.  
Secretary of the Board

*Herminio F. Gonzalez*

Miami-Dade County retains all property rights herein.



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



# CTQB

Construction Trades Qualifying Board  
BUSINESS CERTIFICATE OF COMPETENCY

## E2313

### WILLIAMS PAVING CO INC

D.B.A.:

**COLLINS LAWRENCE L**

Is certified under the provisions of Chapter 10 of Miami-Dade County

**VALID FOR CONTRACTING UNTIL 09/30/2011**

#### QUALIFYING TRADE(S)

0003	PIPE LINE ENG
0007	PAVING ENGINEERING
0009	EXCAU & GRADING ENG

Hermilio Gonzalez P.E  
Secretary of the Board

Miami-Dade County retains all property rights herein.

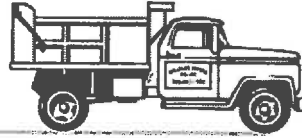
MIAMI-DADE  
COUNTY

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





**WILLIAMS**



*Paving Co., Inc.*

### References

#### City of Hialeah

P.O. Box 110040

Hialeah, FL 33010

Contact Person: Jorge Hernandez, Superintendent of Streets

Phone Number: 305-687-2668

#### City of North Miami Beach

17050 N.E. 19<sup>th</sup> Avenue

North Miami Beach, FL 33162

Contact Person: Hiep Huynh, City Engineer / Capital Project Administrator

Phone number: 305-948-2925

#### Miami-Dade County

111 NW 1<sup>st</sup> Street # 1430

Miami, FL 33128

Contact Person: Alvaro Castro

Phone Number: 305-375-2796

#### City of Lauderdale

3800 Inverrary Blvd, Suite 107

Lauderhill, FL 33319

Contact Person: Indar Maharaj, Capital Projects Manager

Phone: 954-730-4225

#### City of Aventura

19200 W. Country Club Drive

Aventura, FL 33180

Contact Person: Antonio F. Tomei, Capital Projects Manager

Phone: 305-466-8923

Town of Davie

6591 Orange Drive

Davie, FL 33314-3399

Contact Person: Emilio Desimone / Keith Pursell, Capital Projects

Phone: 954-797-1841

City of North Miami

776 NE 125<sup>th</sup> Street

North Miami, FL 33161

Contact Person: Donald Cramarossa

Phone: 305-895-9877

Bank Reference: Sabadell United National Bank

Contact Person: Laura Beaton

Phone Number: 305-557-6200

Bonding Company: Nielson, Alter & Associates

8000 Governors Square Blvd

Suite 101

Miami Lakes, FL 33016

Contact Person: Gloria McClure

Phone Number: 305-722-2663

Surety Agent: Charles D. Nielson

**WILLIAMS PAVING CO., INC.**  
**Work in Process Schedule with Backlog as of 11/30/10 For FY 10 Period 11**  
**Includes Pre-Time Cards (All Batches), Unapproved A/P Invoices**

Job Number	Job Name	Contract			Original Contract			Change Orders			Projected at Completion			Job-To-Date			Balance Sheet			Backlog		
		Contract Amount	Estimated Cost	Estimated Profit	Est. GPM	Change Orders	Revised Contract	Total Cost	Gross Profit	Net Comp	Revenue	Actual Cost	Gross Profit	Billable	Under Billing	Revenue	Gross Profit	GPM				
06-443	N.W. 97TH AVENUE	3,293,613	3,002,445	291,168	8.8	0	3,293,613	2,755,168	538,445	17.0	94.32	3,106,535	2,579,684	526,851	17.0	3,117,170	10,635	187,078	31,594	16.9		
08-613	FORCE MAIN PH 1A, 1B, 2 & 4	4,399,647	3,184,410	1,215,237	27.6	0	4,399,647	3,393,473	1,005,174	23.1	91.74	4,036,236	3,104,319	931,917	23.1	4,076,321	39,085	368,411	83,857	21.1		
08-711	POLICE STATION SECTOR 3	210,000	209,184	886	0.4	4,626	214,626	211,675	2,951	1.4	84.34	181,015	179,526	2,489	1.4	183,218	2,203	33,611	462	1.4		
08-717	NW 138TH ST. (WEST 86TH ST)	12,281,605	8,943,370	3,338,085	27.2	11,781,605	6,126,435	6,126,435	5,655,170	48.0	60.95	7,110,189	3,697,327	3,412,872	48.0	7,125,841	215,842	4,671,406	2,242,398	48.0		
08-720	LIBERTY ELEMENTARY	150,000	105,666	44,334	29.6	49,218	189,218	168,276	20,942	11.1	94.28	178,395	158,655	19,740	11.1	169,876	8,729	10,823	1,202	11.1		
08-725	NW 138TH ST. (4TH TO 17TH)	1,325,454	1,234,007	91,447	6.9	17,451	1,342,905	1,236,770	106,135	7.9	54.36	730,003	672,274	57,729	7.9	638,475	71,528	612,902	48,406	7.9		
08-726	C-13 PATHWAY IMPROVEMENTS	745,670	689,143	56,527	7.6	131,742	877,412	868,865	8,547	1.0	98.83	867,246	838,659	8,487	1.0	877,412	10,066	10,266	60	0.6		
09-728	WEST 53RD ST. (6TH TO 8TH)	854,842	835,876	18,966	2.2	797,658	747,443	747,443	50,215	6.3	100.00	787,658	747,443	50,215	6.3	797,658	30,066	10,266	60	0.6		
09-729	TRAFFIC CALMING DEVICES (NO #1)	200,085	162,789	37,296	18.6	0	200,085	169,178	30,907	15.4	99.64	199,365	168,572	30,793	15.4	200,085	770	720	0	0.0		
10-811	DORAL ACADEMY	11,500	10,519	1,981	15.8	0	12,500	10,519	1,981	15.8	0.29	36	30	6	15.8	0	36	12,464	1,975	15.8		
10-812	TRAFFIC CALMING DEVICES (NO #2)	299,189	205,562	93,627	31.3	0	299,189	205,562	93,627	31.3	88.91	266,022	192,765	83,257	31.3	288,969	21,967	33,180	10,386	31.3		
10-813	AT 2ND AVENUE ROADWAY RECON	3,405,523	3,406,929	709,205	5.6	56,013	3,461,536	3,391,229	70,307	6.9	46.84	1,705,478	1,588,527	117,951	6.9	1,438,818	267,660	1,996,729	134,627	6.9		
10-814	TRAFFIC CALMING DEVICES (NO #3)	26,217	26,000	217	21.5	4,794	30,006	25,199	4,806	15.8	100.00	30,006	32,018	5,987	15.8	36,002	0	0	0	0.0		
10-816	AT 13TH ST. (11TH TO 17TH)	89,107	77,192	11,915	13.0	0	89,107	68,887	20,220	20.6	100.00	857,370	583,987	178,383	20.6	867,370	0	0	0	0.0		
10-817	AT 6TH NW 12TH STREET	38,793	75,475	89,128	7.9	0	864,775	797,022	67,753	7.3	30.68	265,318	244,524	20,794	7.8	302,770	37,300	298,475	46,867	7.8		
10-818	C-13 FENCING W/ PARCOURSE	407,600	344,821	62,779	15.4	0	361,000	271,468	135,532	38.5	90.95	326,958	201,167	125,821	38.5	335,268	8,275	37,012	12,711	38.5		
10-819	S.W. 584 STREET WINDING	410,518	376,877	40,641	10.0	4,105,182	2,690,507	410,611	10.0	0.81	34,491	31,415	3,076	9.8	0	4,071,627	407,235	4,071,627	407,235	10.0		
10-820	TRAFFIC CALMING DEVICES (NO #4)	1,500,735	1,500,660	75,075	10.0	0	1,500,735	1,310,660	190,073	10.0	0.00	0	0	0	0.0	0	1,500,735	150,073	150,073	10.0		



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	<b>CONTACT NAME</b>	
	<b>PHONE (A/C, No, Ext):</b> (866) 283-7122	<b>FAX (A/C, No.):</b> (847) 953-5390
<b>INSURED</b> Williams Paving Co., Inc. 11300 NW South River Dr. Miami FL 33178 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Old Republic General Ins Corp	24139
	<b>INSURER B:</b> Starn Indemnity & Liability Company	38318
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES** **CERTIFICATE NUMBER:** 5700419C0416 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			A4CG37161100	03/25/2011	03/25/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			A4CA37161100	03/25/2011	03/25/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION			S15CC2L60014511	03/25/2011	03/25/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			A4CW37161100	03/25/2011	03/25/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE-EA EMPLOYEE \$500,000 E.L. DISEASE-POLICY LIMIT \$500,000

Certificate No : 5700419C0416

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Proof of insurance

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Insurance

..... FL 33178 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Inc. of Florida*

TAB 4

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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE PROVISION OF STORMWATER IMPROVEMENT PROJECT; AUTHORIZING THE ISSUANCE OF A INVITATION TO BID (ITB) FOR THE SW 97 AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay's (the "Town") Council adopted Resolution # 11-16 on February 16, 2011, amending the Lakes-by-the-Bay South Commons Development Order; and

**WHEREAS**, Town staff was able to negotiate with the Developer funding for the SW 97 Avenue corridor roadway and drainage improvements; and

**WHEREAS**, the Town Council places a high priority of capturing and treating existing stormwater runoff pollutants within the Town's Stormwater system; and

**WHEREAS**, the SW 97 Avenue south of SW 216 Street corridor has been identified as a "priority" area in the Stormwater Utility Master Plan, which was adopted by Town Resolution Number 08-50; and

**WHEREAS**, Town staff has developed the attached Invitation to Bid (Exhibit "A") in order to obtain bids from qualified companies; and

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

**WHEREAS**, the Town Council finds that this Resolution is in the best interest of the health, safety 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 authorized to advertise and issue an Invitation to Bid for the SW 97 Avenue Roadway and Drainage Improvements, in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

**Section 3. 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

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

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

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

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

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

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



## 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: August 17, 2011

Re: **INVITATION TO BID – SW 97 AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS**

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### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE PROVISION OF STORMWATER IMPROVEMENT PROJECT; AUTHORIZING THE ISSUANCE OF AN INVITATION TO BID (ITB) FOR THE SW 97 AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

Funding for this project is being provided as a result of a negotiated agreement with Lennar Homes, LLC in the amount of \$ 291,494.32 (see attached Exhibit "B" -Agreement)

As a result of the Town opting-out of the Miami-Dade County's Stormwater Utility (Resolution #07-18), the existing storm drainage structures were all transferred to the Town. The Town's adopted Stormwater Utility Master Plan (Resolution #08-50), has identified several neighborhoods with localized flooding and roadway resurfacing concerns. One of the identified projects is located in the Lakes-by-the Bay community, along SW 97 Avenue, from SW 216 Street to theoretical SW 224 Street (see attached Exhibit "A" – excerpt from Town's adopted Stormwater Utility Master Plan)

The intent of the proposed Invitation to Bid (ITB) # 11-10 is to alleviate the identified roadway flooding concerns, by installing a combination of exfiltration trenches, stormwater inlets, and piping. The project also includes roadway resurfacing and thermo-stripping. The ITB is set-up in a "per-unit" Base Bid format allowing for flexibility in award and construction of the project, and developed as a unit cost project to assure the Town only pays for actual work performed. Town staff will work closely with Miami-Dade County's Public Works Department, throughout the project since; SW 97 Avenue is owned and maintained by Miami-Dade County.





#### Office of the Town Manager

Special consideration will be made to minimize disruptions to the residents during this project.

#### RECOMMENDATION

We recommend that the attached resolution be adopted.

**TOWN OF CUTLER BAY**

**PUBLIC WORKS DEPARTMENT  
INVITATION TO BID  
ITB# 11-10**

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**TOWN OF CUTLER BAY  
97TH AVE DRAINAGE IMPROVEMENTS**

**BID DUE DATE & TIME  
TBA, 2011 (10:00 A.M.)**

**MANDATORY "PRE-BID" MEETING DATE & TIME:  
TBA, 2011 (10:00 A.M.)**

**TOWN OF CUTLER BAY**  
**97TH AVE DRAINAGE IMPROVEMENTS**

**FOR**

**THE TOWN OF CUTLER BAY**

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**INVITATION TO BID  
ITB# 11-10  
TOWN OF CUTLER BAY**

**97TH AVE DRAINAGE IMPROVEMENTS**

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 Friday **TBA, 2011** and be clearly marked on the outside, **"ITB 11-10 97th Ave Drainage 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 Wednesday TBA, 2011 at 10:00 A.M. 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.

Esther B. Coulson  
Town Clerk



## **TOWN OF CUTLER BAY**

### **SECTION 2**

#### **SCOPE OF WORK**

The details of the proposed improvements are described in the “Construction Plans and Specifications” for the proposed “Town of Cutler Bay 97th Ave Drainage Improvements” project prepared by Ford Engineering Inc. The proposed improvements include, but not limited to:

- Construction of French Drains and Storm Structures
- Construction of Outfall to existing lake.
- Construction of new curb and gutters
- Milling and resurfacing of Roadway
- Striping and pavement markings
- Installation of new traffic signs

**[THIS SPACE LEFT BLANK INTENTIONALLY]**

## **INSTRUCTIONS TO BIDDERS**

<b>No</b>	<b>Event</b>	<b>Date*</b>	<b>Time*</b>
1	Advertisement/ Distribution of ITB & Cone of silence begins		
2	<b>Mandatory Pre-Bid Meeting &amp; Project Site Inspection</b>	TBA, 2011	10:00 AM
3	Deadline to Submit Questions	TBA, 2011	4:00 PM
4	Deadline for Town Responses to Questions		
5	<b>Deadline to Submit ITB 11-10 Response</b>	TBA, 2011	10:00 AM
6	Announcement of selected Contractors/ Cone of Silence ends		

\*The Town reserves the right to change the scheduled dates and time

- 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, 2011 (Friday)**

**Time: 10:00 am**

**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.

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:

**97TH AVE DRAINAGE 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 **10:00 a.m. on Friday TBA, 2011.**

- 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 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 “**97th Ave Drainage 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 by the Town no later than **4:00 p.m. on Monday TBAX, 2011**. 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.
- 1.25. **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.

- 1.26. **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.
- 1.27. **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.

- 1.28. **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.

- 1.29. **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.
- 1.29.1 **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.

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## **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 97th Ave Drainage 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**

### **97TH AVE DRAINAGE IMPROVEMENTS**

#### **(“THE PROJECT”)**

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

#### **ENGINEER:**

XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

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 \_\_\_\_\_, **2011**. The Work will be substantially completed by \_\_\_\_\_, **2011** and within 60 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 **90 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 \_\_\_\_\_, **2011**. 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 \_\_\_\_\_

- 4.2 Included in the Agreement Sum is an allowance account of \_\_\_\_\_ 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. Code 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 97th Ave Drainage 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.
- 9.6. 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.
- 9.7. 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.
- 9.8. 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.

- 9.9 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.
- 9.10 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.

- 9.11 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.
- 9.12 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.
- 9.13 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.
- 9.14 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.
- 9.15 Contractor shall abide by the applicable provisions of Chapter 119, Florida Statutes (Public Records).

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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 \_\_\_\_\_

(CORPORATE SEAL)

WITNESS \_\_\_\_\_

(CORPORATE SEAL)

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**TOWN OF CUTLER BAY**

**SECTION 4**

**BIDDER'S REPRESENTATION**

**TOWN OF CUTLER BAY 97TH AVE DRAINAGE 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 97TH AVE DRAINAGE 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

(SEAL)



## **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 97th Ave Drainage 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)

**[THIS SPACE LEFT BLANK INTENTIONALLY]**

**REVISED**  
**BASE BID FORM**

1. 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

<u>Bid Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Value</u>
101-1/104-10	Mobilization/Inlet Protection	1	LS		
102-1	Maintenance of Traffic	1	LS		
327-70-1	Milling Existing Asphalt Pavement (1 Inch)	1300	SY		
331-72	Type S-3 Asphaltic Concrete Surface Course	1,300	SY		
425-1	Inlets (Ditch Bottom – Type P with USF 4700 Hinged F & G)	5	EA		
425-2	Manholes (Type P-7 with USF 285)	8	EA		
425-3	Control Structure and Concrete End Wall for Outfall as per plans	1	LS		
425-6	Adjusting Valve Boxes/ Manholes	5	EA		
430-99A	Polyethylene Pipe (18" Pipe)	800	LF		
430-99B	Polyethylene Pipe (24" Pipe)	70			
443-70	French Drain (24" Pipe)	300	LF		
520-1	Concrete Curb and Gutter (Type F)	15	LF		
524-1	Concrete Aprons	5	EA		
711-1	Signing and Pavement Markings	1	LS		
737-71	Advanced utility Exploration (soft Digs)	4	EA		
SR-1	Swale Restoration	1	LS		
A-1	Allowances	1	LS	\$15,000	\$15,000
<b>TOTAL</b>					

Bid Item Notes:

2. Bid Item 101-1 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. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs. This line item also includes Bid Item 0104 which is a lump sum pay item and includes implementation and maintenance of all erosion and sediment control measures, and NPDES permitting/permit fees and permit conditions
3. Bid Item 102-1 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.
4. Bid Item 327-70-1 is a pay item that includes the milling and disposal of existing asphalt/concrete pavement and soil/planting as required for the project, this will exclude the pavement associated with the trench area.
5. Bid Item 331-72 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99.
6. Bid Items 443-70 and 430-99 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 Item 524-1 includes all costs associated with installing concrete aprons at new and existing catch basins; also includes removal and disposal of existing asphalt/concrete and soil/planting as required for the new aprons. This bid item shall also include costs associated with retaining walls if required by adjacent grades.
8. Bid Items 425-1, 425-2, 425-3 and 425-4 includes all costs associated with installing inlets and manholes, modifying/core drilling/removing existing inlets, and all drainage pipe connections per the plans. Pay item also includes Baffle (PRB) as per plans.
9. Bid Item 737-71 includes all necessary advanced explorations to verify and determine existing pipe invert elevations, material, and locations where conflicts with the proposed drainage system may occur (soft digs). Work shall also include verification and determination of interior dimensions and elevations (including pipe inverts) of any existing affected drainage structure. If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Engineer and provide all pertinent field information to assist the resolution of the conflict. This work is to be carried out in advance of construction.
10. Bid Item SR-1 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 (concrete pavers), mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. 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.

## **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
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- 5.04.B.1 Umbrella:
- (a) Limits:

Aggregate	\$1,000,000
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  - (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 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.

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**TOWN OF CUTLER BAY**

**SECTION 6**

**97TH AVE DRAINAGE IMPROVEMENTS**  
**DETAILED SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS INDEX**

<b><u>SECTION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE(S)</u></b>
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15200	Utility Relocations .....	48-49
DIVISION II:		
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**DIVISION I**  
**SPECIAL PROVISIONS**  
**FOR**  
**97TH AVE DRAINAGE IMPROVEMENTS**  
**IN**  
**THE TOWN OF CUTLER BAY**

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**



## **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 parking lot 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 parking lot 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 parking lot improvements and existing utilities by verifying utility locations in the field 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**

- A. 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.
- B. 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 2010 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**

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## **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 2010 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 102-1 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.

#### **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 Bid Item # 102-1 Maintenance of Traffic (lump sum). 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**

**TOWN OF CUTLER BAY**

**SECTION 7**

**ADDENDUM ACKNOWLEDGEMENT FORM**

<b>Addendum #</b>	<b>Date Received</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 8**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                     }  
  }    SS:  
COUNTY OF MIAMI-DADE           }

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: \_\_\_\_\_

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 9**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ }  
  } SS:  
County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that:

a) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) \_\_\_\_\_, the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

**e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)



# TOWN OF CUTLER BAY

## SECTION 9

## NON-COLLUSIVE AFFIDAVIT (CONTINUED)

## **ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS:  
 County of \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

My Commission Expires:

Notary Public State of Florida at Large

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 10**

**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 verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than 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 goofs 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)

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 11**

**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:
  
  
  
  
  
  
  
  
  
  
7. Miami-Dade County and Town of Cutler Bay Occupational License Number, if applicable, and expiration date.

- |       |        |           |           |
|-------|--------|-----------|-----------|
| 11.1. | (name) | (address) | (phone #) |
| 11.2. | (name) | (address) | (phone #) |
| 11.3. | (name) | (address) | (phone #) |

- [illegible]

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 \_\_\_\_\_, 2010, 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)

**TOWN OF CUTLER BAY**

**SECTION 12**  
**PERFORMANCE BOND**

---

**PROJECT TITLE: TOWN OF CUTLER BAY 97TH AVE DRAINAGE IMPROVEMENTS (the  
"Project")**

**CONTRACTOR:**

**CONTRACT NO:**

**CONTRACT DATED:**

---

STATE OF § \_\_\_\_\_

§ \_\_\_\_\_

COUNTY OF § \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we,  
\_\_\_\_\_ of the Town of  
\_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, authorized, licensed and admitted to do business  
under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto  
The Town of Cutler Bay, as Obligee, in the penal sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and  
their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with Obligee, dated the \_\_\_\_ day  
of \_\_\_\_\_, 2011, for the construction of the Public Works Improvements (the  
"Contract"), which Agreement is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said  
Principal shall faithfully perform said Agreement and shall in all respects fully and faithfully observe and  
perform all and singular the covenants, conditions, warranties and agreements in and by said Agreement  
agreed and covenanted by the Principal to be observed and performed, and according to the true intent and  
meaning of said Agreement, then this obligation shall be void; otherwise it shall remain in full force and  
effect.

Whenever Principal shall be declared by Obligee to be in default under the Agreement, Obligee having  
performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall  
promptly:

- (1) Complete the Agreement in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Agreement in accordance with its terms and conditions  
and upon determination by Surety of the lowest responsive, responsible bidder, or, if Obligee elects, upon  
determination by Obligee and the Surety jointly of the lowest responsive, 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:\_\_\_\_\_  
(Print)

Name:\_\_\_\_\_  
(Print)

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Address:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent for service of process on Surety is:

Name:\_\_\_\_\_

Address:\_\_\_\_\_

Phone:\_\_\_\_\_

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 13**  
**PAYMENT BOND**

---

**PROJECT TITLE: TOWN OF CUTLER BAY 97TH AVE DRAINAGE IMPROVEMENTS (the “Project”)**

**CONTRACTOR:**

**AGREEMENT NO:**

**AGREEMENT DATED:**

---

STATE OF § \_\_\_\_\_

§ \_\_\_\_\_

COUNTY OF § \_\_\_\_\_

BY THIS BOND (the “Bond”), We as \_\_\_\_\_, called CONTRACTOR, and \_\_\_\_\_, hereinafter called SURETY, are bound to TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, hereinafter called Town, in the amount of \_\_\_\_\_ Dollars for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written Agreement entered into by CONTRACTOR and Town, for the following:

Agreement Title:

**TOWN OF CUTLER BAY 97TH AVE DRAINAGE IMPROVEMENTS  
(the “Project”)**

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Agreement;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Agreement or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Town.

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)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Secretary 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.

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 14**

**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

**END OF SECTION**

**TOWN OF CUTLER BAY**

**SECTION 15**

**CONSTRUCTION PLANS AND SPECIFICATIONS**

**FOR**

**TOWN OF CUTLER BAY 97TH AVE DRAINAGE IMPROVEMENTS**

**(Reduced Size Copy)**



**TOWN OF CUTLER BAY**

**SECTION 16**

**STANDARD GENERAL CONDITIONS OF  
THE CONSTRUCTION CONTRACT**

**FINAL DRAFT**

# **Town of Cutler Bay Stormwater Master Plan**



**Prepared for:  
The Town of Cutler Bay**

043145000

March 2008

©Kimley-Horn and Associates, Inc.



**Kimley-Horn  
and Associates, Inc.**

## **K. SW 97<sup>th</sup> Avenue Sub-basin**

### **Location**

SW 97<sup>th</sup> Avenue sub-basin is located along SW 97<sup>th</sup> Avenue from SW 212<sup>th</sup> street southwards to the end of SW 97<sup>th</sup> Avenue. The sub-basin also extends into SW 216<sup>th</sup> street on both the east and west sides of SW 97<sup>th</sup> Avenue for approx. 600ft. The SW 97<sup>th</sup> Avenue sub-basin is part of the DA-4 Basin. SW 97<sup>th</sup> Avenue is a County maintained roadway and improvements will need to be negotiated with the County.

### **Existing and Future Conditions**

*Figure 25* shows existing conditions for SW 97<sup>th</sup> Avenue. The sub-basin consists of 20.05 acres of existing detached single family development with approximately 1355 linear feet of roadway. The drainage system in this sub-basin is a hybrid system consisting of isolated French drains and catch basins with pipe connections to outfalls into the nearby lake. Roadside swales also provide some water quality pre-treatment and storage of roadway run-off.

KHA observed flooding across the roadway and localized ponding in the roadway in multiple locations within this sub-basin. In addition, the Town of Cutler Bay has received complaints regarding drainage conditions within the sub-basin. The location of these observed deficiencies can be seen in *Figure 24*. The sub-basin area was modeled independently from basin CC1-N-4.

Based on available GIS and as-built information, the elevation of existing roads ranges from a low of approximately 6.36 feet to a high of approximately 9.86 feet NGVD. It was assumed that building finish elevations are 1.5 feet above crown of road elevations. Pervious area elevations were assumed to range from 0.5 feet below the minimum roadway elevation in the roadside swales to 0.5 feet below the finish floor elevations. Since the area is already developed, it is anticipated that future development will not vary significantly from existing conditions.

### Performance Goals Analysis

Based on the detailed hydrologic and hydraulic calculations for this sub-basin, which can be found in Appendix C, the majority of the modeled drainage areas within the sub-basin do not currently meet the Town of Cutler Bay performance goals. The table below shows the performance of the basin versus performance goals. “Yes” means the given drainage area within the sub-basin meets the performance goal, and “No” means that the given drainage area within the sub-basin does not meet the performance goal.

*Table 28. SW 97<sup>th</sup> Avenue Sub-basin – Performance Goal Analysis*

<b>Sub-basin Area</b>	<b>Water Quality</b>	<b>5-Year Storm</b>	<b>10-Year Storm</b>	<b>100-Year Storm</b>	<b>No Observed Flooding or Complaints</b>
<i>1</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>	<i>Yes</i>
<i>2</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>
<i>3</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>
<i>4</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>	<i>Yes</i>
<i>5</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>
<i>6</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>	<i>Yes</i>
<i>7</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>
<i>8</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>	<i>Yes</i>
<i>9</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>
<i>10</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>
<i>11</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>

### Storm Drainage Deficiencies

*Maintenance:* Several basins in this sub-basin were observed to be filled with debris and sediment blocking or highly restricting flow. The French drains and/or outfalls have most likely been adversely impacted due to lack of maintenance.

*Inadequate Drainage Infrastructure:* Based on the hydrologic and hydraulic calculations for this sub-basin, the existing drainage infrastructure does not discharge adequate runoff to meet the desired performance criteria. The capacity of the existing swales, French drains, and outfalls is not sufficient to discharge the volume of runoff outlined in the performance criteria during the modeled storm events. Improvements to drainage infrastructure will be needed.

*Lack of Positive Outfall:* Some areas of this drainage sub-basin do not connect to an outfall.

### Recommended Drainage Improvements

*Maintenance:* Clean and flush all sediment and debris from catch basins, pipe, and French drains.

**Capital Improvements:** Install the additional infrastructure depicted in *Figure 24*. Existing catch basins should be modified or reconstructed as required to provide sediment traps (sumps) and pollution retardant baffles to protect the French drains and weir structures should be installed prior to each outfall to restrict the discharge of pollutants to the lake. In addition, additional French drain, catch basins, and manholes are proposed to provide water quality and water quantity treatment. Finally, concrete aprons can be installed around each of the catch basins to ensure that roadway runoff flow is not impeded by landscaping around the catch basins. The budget for these capital improvements is shown in *Table 30* on the following page.

#### Environmental Impact of Proposed Improvements

A full analysis of the estimated pollutant loading for existing, future and proposed conditions was prepared for the priority sub-basins utilizing a spreadsheet developed for this purpose which can be found in Appendix C. The table below shows how the proposed improvements will result in a significant reduction in the pollutant load contribution from this sub-basin to the lake for three major pollutants.

*Table 29. SW 97<sup>th</sup> Avenue Sub-basin – Pollutant Loading Analysis*

<b>Pollutant</b>	<b>Existing Load (kg/yr)</b>	<b>Reduction (kg/yr)</b>	<b>Proposed Load (kg/yr)</b>	<b>Percentage Reduction</b>
Total Phosphorous (TP)	11.91	11.03	0.88	92.7%
Total Nitrogen (TN)	93.83	83.98	9.85	89.5%
Total Suspended Solids (TSS)	1124.81	1018.51	106.29	90.6%

TP, TN and TSS are not the only pollutants in stormwater runoff. However, reducing these major pollutants typically correlates well to increases in dissolved oxygen levels and reductions in nitrogen compounds, phosphorous compounds, petroleum byproducts and heavy metals such as copper, lead, zinc and cadmium. The source of TP and TN is typically fertilizer and organic material (such as leaves and bird droppings) that find their way into the stormwater system. Allowing these nutrients to enter surface water allows for growth of algae and other aquatic organisms. Excessive aquatic organism growth depletes oxygen levels leading to a less favorable environment for fish and aquatic life. TSS refers to organic and inorganic sediment and debris. Reducing TSS loading decreases sedimentation. Since TSS includes petroleum byproducts and heavy metals, these pollutant loadings are also reduced when total suspended solids loading is reduced.



## Office of the Town Manager

Steven J. Alexander  
Town Manager

April 22, 2011

Mr. Carlos Gonzalez  
Division President, Southeast Florida Division  
Lennar Homes, LLC  
730 NW 107th Avenue, 3rd Floor  
Miami, Florida 33172

**Re: Lakes by the Bay South Commons (the "South Commons") Traffic Study Prepared by David Plummer and Associates Inc., dated March 2008, (the "Traffic Study")**

Dear Carlos,

The Town is in receipt of the Traffic Study, prepared on the behalf of Lennar Homes, LLC (the "Developer"), which reviewed and analyzed the following: (1) the operating Level of Service (LOS) at buildout of the South Commons for the existing two lanes of S.W. 97 Avenue from S.W. 216<sup>th</sup> Street south to the southern boundary of Lakes by the Bay Section 5 (Plat Book 131, Page 75), as well as the intersection of S.W. 97 Avenue and S.W. 216 Street; (2) the selection of a road development program that would minimize the impacts on the existing linear park on the east side of S.W. 97 Avenue (the "Park"); and (3) signal warrants for the following intersections: (a) S.W. 97 Avenue and S.W. 216 Street; (b) S.W. 93 Path and S.W. 216 Street; (c) S.W. 88 Place and S.W. 216 Street; and (d) S.W. 87 Avenue and S.W. 216 Street.

The Traffic Study was reviewed by the Corradino Group who is the Town's transportation engineering consultant (the "Town Consultant"). After review, the Town Consultant found: (1) that the roadways discussed above meet concurrency and are operating at LOS D or better; (2) that the above listed traffic signals are not warranted; and (3) it is appropriate to remove a condition in the South Common's Development Order that requires the connection of S.W. 224 Street from S.W. 93 Path to the existing southern terminus of S.W. 97<sup>th</sup> Avenue at the southern boundary of Lakes by the Bay Section 5 (Plat book 131, Page 75) in order to minimize the impacts on the Park. The Town Consultant recommended approval of the Traffic Study subject to the following conditions, which have been discussed and agreed to by the Developer:

1. Developer shall design, engineer and fund the construction costs of a traffic circle located at S.W. 97 Avenue and S.W. 216 Street within the existing dedicated right of way. The engineering plans shall be substantially in accordance with those entitled "SW 216th St. & 97th Ave. Roundabout," prepared by Ford Engineers and dated last revised October 12, 2010. The Developer shall deliver completed signed and sealed engineering plans for the improvements and a construction cost payment of \$204,485.99 to the Town no later than December 3, 2011, providing for the design and funding for the improvements. The payment of the construction costs shall be guaranteed by an Irrevocable Standby Letter of Credit issued by Fidelity Guaranty and Acceptance Corporation in favor of the Town dated April 20, 2011. The Town will be responsible for the permitting and construction of the improvements. If the actual cost of construction of the improvements is less than \$204,485.99, the Town shall provide the Developer with a single payment of the excess funds upon the opening of the improvements to traffic;
2. As continuing drainage issues have created capacity problems for the segment of S.W. 97 Avenue between S.W. 216 Street and the current southern terminus of S.W. 97 Avenue (at theoretical S.W. 224 Street), the Developer shall design, engineer, and fund construction costs for additional drainage improvements. The engineering plans shall be substantially in accordance with those entitled "LBB - SW 97 Avenue Drainage Improvements," prepared by Ford Engineers and dated last revised September 23, 2010. The Developer shall deliver completed signed and sealed engineering plans for the improvements to the Town within thirty (30) days of the date of this letter. The Town will be responsible for the permitting and construction of the improvements. The Developer shall deliver a construction cost payment of \$291,494.32 to the Town the earlier of ten (10) days following the issuance of all necessary permits for the construction or December 3, 2011. If the actual cost of construction of the improvements is less than \$291,494.32, the Town shall provide the Developer with a single payment of the excess funds upon the opening of the improvements to traffic; and
3. As the opening of a third entrance to the South Commons would have an adverse impact on the Park, the Developer shall permanently close S.W. 223 Terrace at the point it meets the S.W. 97 Avenue right of way. The closure shall be effected by the Developer's installation of a guard rail and a "T" turnaround at the western terminus of the extent of the S.W. 223 Terrace pavement.



Since the completion of the Traffic Study is to the Town Consultant's satisfaction, the Developer shall be released from the signal warrant study requirements discussed above in Miami-Dade County Resolution Z-17-03 (the "County Resolution") and the requirements of Section 3 of Town Resolution 06-74. In addition, if the above referenced conditions are complied with, the Developer shall be released from the construction requirements set forth in the County Resolution, a copy of the specific requirements is attached hereto. In the event the above referenced conditions are not complied with, the Developer shall be required to comply with such construction requirements. If the Developer does agree to the conditions set forth in this letter please execute and return to my attention.

My signature below shall similarly indicate the Town's agreement to be bound to the terms of this letter. The Town also hereby agrees to use its best efforts to work with the Developer to seek the release of the letters of credit held by Miami-Dade County for roadway and traffic signal improvements as outlined in the attached letter from the Town to Esther Calas, Director of the Miami-Dade County Department of Public Works.

If you have any questions or concerns please contact me.

Sincerely,

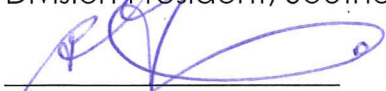


**Steven Alexander**  
Town Manager


I hereby agree to the terms and conditions set forth in this letter and I have the authority to execute this letter on the behalf of the Developer.



**Carlos Gonzalez**  
Lennar Homes, LLC  
Division President, Southeast Florida Division



Witness



Witness



### **County Resolution Construction Requirements Released**

Applicant or its successor in interest will conduct a traffic study prior to the issuance of the 2,000<sup>th</sup> building permit for the Lakes by the Bay development south of S.W. 216<sup>th</sup> Street, east of S.W. 97<sup>th</sup> Avenue, west of S.W. 87<sup>th</sup> Avenue, and north of S.W. 232<sup>nd</sup> Street ("South Common"). The traffic study shall analyse the operating level of service (LOS) at buildout of South Common for the existing two lanes of S.W. 97<sup>th</sup> Avenue from S.W. 216<sup>th</sup> Street south to the southern boundary of Lakes by the Bay Section Five (Plat book 131, Page 75), as well as the intersection of S.W. 97<sup>th</sup> Avenue and S.W. 216<sup>th</sup> Street, and if either the roadway or the intersection is operating below LOS D and the study shows that such levels of service will be improved to LOS D or better by either (i) the construction of an additional two lanes of S.W. 97<sup>th</sup> Avenue from S.W. 216<sup>th</sup> Street south to the southern boundary of Lakes by the Bay Section Five (Plat book 131, Page 75) and/or (ii) the connection of S.W. 224<sup>th</sup> Street within Section 16, and S.W. 224<sup>th</sup> Street within Section 17, then the county may request the applicant to construct either or both of improvements, only if such construction will bring the level of service of the roadway or the intersection to LOS D or better. If construction of improvement (i) is required, then the improvement shall be constructed in accordance with the sketch attached as Exhibit G and the cross section attached as Exhibit H to minimize impact on the linear park; if construction of improvement (ii) is required, then the improvement shall be constructed in accordance with the sketch attached as Exhibit I. If the traffic study indicates that either or both roadway improvements are required then the applicant shall commence the design, permitting and approval within 6 months; the roadway(s) shall be constructed within two years from approval/permit. If the traffic study indicates that the intersection and the roadway will operate at a LOS D or better at buildout of South Common then the applicant shall be released from all of the above construction requirements.

# FIDELITY GUARANTY AND ACCEPTANCE CORP.

700 NW 107 AVENUE - SUITE 240

MIAMI, FLORIDA 33172

PHONE (305) 553-8724



APRIL 20, 2011

## IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-11013

**BENEFICIARY: TOWN OF CUTLER BAY**

**10720 CARIBBEAN BLVD., SUITE 105**

**CUTLER BAY, FL 33189**

**APPLICANT: LENNAR HOMES, LLC**

**730 NW 107 AVENUE, THIRD FLOOR**

**MIAMI, FL 33172**

**AMOUNT: USD \$204,485.99 (TWO HUNDRED FOUR THOUSAND FOUR HUNDRED EIGHTY FIVE AND 99/100 US DOLLARS)**

**EXPIRATION: DECEMBER 5, 2011 AT OUR COUNTERS**

**RE: LAKES BY THE BAY - SOUTH COMMONS**

**GENTLEMEN:**

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-11013 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF LENNAR HOMES, LLC FOR AN AGGREGATE AMOUNT NOT TO EXCEED USD \$204,485.99 (TWO HUNDRED FOUR THOUSAND FOUR HUNDRED EIGHTY FIVE AND 99/100 US DOLLARS).

THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT DRAWN AT SIGHT ON FIDELITY GUARANTY AND ACCEPTANCE CORP. DULY SIGNED, ENDORSED AND MARKED: "DRAWN UNDER FIDELITY GUARANTY AND ACCEPTANCE CORP. LETTER OF CREDIT NO. FGAC-11013 DATED APRIL 20, 2011 ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. BENEFICIARY'S SIGNED AND DATED STATEMENT ON ITS LETTERHEAD READING EXACTLY AS FOLLOWS:

"I HEREBY CERTIFY THAT I AM STEVEN ALEXANDER, AN AUTHORIZED OFFICIAL OF THE TOWN OF CUTLER BAY (THE "BENEFICIARY") FOR THE PURPOSES OF DRAWING UNDER THIS LETTER OF CREDIT. I FURTHER CERTIFY THAT THE AMOUNT REPRESENTED BY THE DRAFT ACCOMPANYING THIS STATEMENT IS THE AMOUNT REQUIRED TO BE PAID TO BENEFICIARY ON ACCOUNT OF THE DEFAULT OF LENNAR HOMES, LLC TO COMPLETE THE WORK PURSUANT TO ITEM NUMBER 1 IN THE LETTER FROM THE TOWN OF CUTLER BAY TO BE EXECUTED BY STEVEN ALEXANDER, TOWN MANAGER, DATED ON OR AROUND APRIL 20, 2011" AND

2. THE ORIGINAL OF THIS LETTER OF CREDIT AND SUBSEQUENT AMENDMENTS, IF ANY.

THIS LETTER OF CREDIT EXPIRES AT OUR COUNTERS ON DECEMBER 5, 2011.

WE HEREBY AGREE WITH YOU THAT DRAFTS DRAWN AND PRESENTED IN CONFORMITY WITH THE TERMS OF THE CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US ON OR BEFORE THE EXPIRATION DATE AT FIDELITY GUARANTY AND ACCEPTANCE CORP., 700 NW 107 AVENUE, SUITE 240, MIAMI, FLORIDA 33172 ATTN: STANDBY LETTER OF CREDIT DEPARTMENT.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER COMMERCE PUBLICATION 600.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL (305) 553-8724.

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP.

JACQUELINE DE SOUZA, VICE PRESIDENT

TAB 5

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

**A RESOLUTION BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RECOMMENDING “PROJECT TASTY,” BE APPROVED AS A QUALIFIED BROWNFIELD BUSINESS PURSUANT TO SECTION 288.107, FLORIDA STATUTES; AFFIRMING THE SITE OF THIS PROJECT IS IN A DESIGNATED BROWNFIELD AREA; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Project Tasty (the “Applicant”) plans to construct a new restaurant facility to provide both an economic stimulus to the area surrounding the site and employment opportunities to the Town of Cutler Bay; and

**WHEREAS**, this project helps to further diversify the dining options in Cutler Bay and provide a “destination” for patrons that live both inside and outside of the borders of Cutler Bay. As such, from a financial perspective, it will generate revenue for the Town of Cutler Bay, Miami-Dade County, and the businesses close to the restaurant facility; and

**WHEREAS**, Project Tasty provides benefits to its employees; and

**WHEREAS**, Project Tasty intends to locate on an outparcel of the Southland Mall on U.S. Highway 1; and

**WHEREAS**, in 1999, Miami-Dade County designated the brownfield areas in unincorporated Miami-Dade County for the purpose of environmental rehabilitation and economic development; and

**WHEREAS**, this site is in a Designated Brownfield Area within the Town of Cutler Bay, specifically Miami-Dade County Designated Brownfield Area; and

**WHEREAS**, Project Tasty is an eligible business for a brownfield redevelopment bonus refund pursuant to Section 288.107 (1)(e), Florida Statutes; and

**WHEREAS**, due to its location, payment of benefits, and capital investment, Project Tasty is eligible to apply for the Brownfield Redevelopment Bonus Refund Program; pursuant to Section 288.107, Florida Statutes; and

**WHEREAS**, Project Tasty, is eligible for the local financial support exemption option of the Brownfield Redevelopment Bonus Refund Program authorized under Sections 288.107 and 288.106, Florida Statutes, and desires to exercise that option; and

**WHEREAS**, Project Tasty, will provide year round-employment opportunity for the Town's residents and surrounding communities that are economically challenged; and

**WHEREAS**, Project Tasty, will expand the number of restaurants in the U.S. 1 Corridor within the jurisdictional boundaries of the Town of Cutler Bay, diversify the dining opportunities in the brownfield area, and strengthen the economy of the area surrounding the site.

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

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

**Section 2.**    **Recommendation.**    The Council hereby recommends that Project Tasty be approved as a Qualified Brownfield Business under the Brownfield Redevelopment Bonus Refund Program, pursuant to Section 288.107, Florida Statutes. Furthermore, the Town requests a waiver of the local financial support for the Brownfield Redevelopment Bonus Refund Program as authorized by Sections 288.107 and 288.106, Florida Statutes.

**Section 3.**    **Effective Date.**    This Resolution shall take effect immediately upon enactment.

PASSED and ADOPTED this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2011.

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

Attest: \_\_\_\_\_  
ESTHER 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 \_\_\_\_\_



## Office of the Town Manager

Steven J. Alexander  
Town Manager

# MEMORANDUM

To: Mayor and Town Council

From: Steven Alexander

Date: August 17, 2011

Re: Staff Report – Resolution Recommending Project Approval as a Qualified Brownfield Business

## REQUEST

**A RESOLUTION BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RECOMMENDING "PROJECT TASTY," BE APPROVED AS A QUALIFIED BROWNFIELD BUSINESS PURSUANT TO SECTION 288.107, FLORIDA STATUTES; AFFIRMING THE SITE OF THIS PROJECT IS IN A DESIGNATED BROWNFIELD AREA; REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT; PROVIDING FOR AN EFFECTIVE DATE.**

## INTRODUCTION

The purpose of this resolution is to acknowledge the Town of Cutler Bay's approval of the State of Florida designation of Project Tasty (the "Applicant") as a qualified target industry business (Sec. 288.106(2), Florida Statutes). This designation allows the applicant through Enterprise Florida and the Office of Tourism, Trade, and Economic Development (OTTED) to be eligible to participate in the State of Florida financial incentive programs available to qualify business in brownfield designated areas. The two most widely used brownfield financial incentives programs administered by the State of Florida are: (1) Tax Refund Program; and (2) Brownfield Redevelopment Bonus Refunds. In this case, the applicant is requesting this resolution in order to participate in the "Brownfield Redevelopment Bonus Refunds."

If this resolution is passed, the Town of Cutler Bay will waive the local government share (\$500.00) of the refund. This means that the state will





only allocate \$2,000 in refund incentive per employee to the applicant instead of the \$2,500, because the local government will not be required to contribute the difference (\$500.00), as long as this resolution is approved by the Mayor and Council. In addition, the adoption of this resolution will provide an incentive for the Applicant to select this location over another location in Miami-Dade County that does not offer the financial incentives and regulatory benefits available to a brownfield area.

#### **A. PROJECT BACKGROUND:**

The Project Tasty family of restaurants features some of the most recognizable and successful brands in full-service dining. The company owns and operates nearly 2,000 restaurants across North America and these locations employ almost 200,000 workers. Project Tasty receives numerous national awards and is committed to enhancing the quality of life in the communities where they do business through volunteer involvement and philanthropic support.

Project Tasty continues to expand and invest even in light of the recent global economic downturn. However, the decision on where to locate depends on many factors: customer base, income levels, as well as incentives are studied in order to make the best decision for Project Tasty and its loyal customers.

- Project Tasty is evaluating sites and considering construction in an existing Miami-Dade County Brownfield Area, located in the Town of Cutler Bay.
- According to the Brownfield application, Project Tasty will create 80 new full-time jobs with an average wage of \$12-\$14 per hour during the first year of operation. Four higher wage jobs with annual salaries above \$40,000 will also be created. Valuable benefits will be available day one of employment.
- Project Tasty has indicated in their Brownfield application that they will construct a new 7,500 square foot facility. This facility will be located in adjacent to US 1 in an outparcel at the Southland Mall. This Project will result in new capital investment of \$4,500,000 in Miami-Dade County.
- The Town of Cutler Bay is waiving participation in the local financing support. There will be no fiscal impact to the Town of Cutler Bay as







a result of passing the "BROWNFIELD REDEVELOPMENT BONUS REFUND REQUESTING A WAIVER OF LOCAL FINANCIAL SUPPORT".

## **B. OVERVIEW OF THE BROWNFIELD PROGRAM (BACKGROUND INFORMATION):**

Brownfield sites are defined as real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.

The Florida Brownfields Redevelopment Act (the "Act"), Sections 376.77- 376.86, Florida Statutes, was adopted by the Florida Legislature in 1997 to assist local governments and individuals responsible for site rehabilitation and redevelopment. The Act establishes the framework for the Program by providing incentives for voluntary environmental cleanup and protection of public health. These incentives facilitate redevelopment of properties and job creation within designated brownfield areas.

Local governments play a key role in the Program. Financial and regulatory incentives become available when a local government designates a brownfield area by resolution. These financial and regulatory incentives enable local governments and state agencies to partner with the private sector to rehabilitate blighted properties, create jobs and promote sustainable reuse of properties within designated brownfield areas.

## **C. STATE OF FLORIDA BROWFIELD INCENTIVES:**

Businesses that clean up and redevelop or relocate in an existing brownfield site are provided with generous financial incentives, regulatory benefits, technical assistance, and liability protection. Just a few of the advantages of brownfield sites include:

- \$2,500 Job Bonus Refund for each new job created in a brownfield area by an eligible business.
- Voluntary cleanup tax credits.
- Cleanup liability protection.
- Low-interest loans for assessment and cleanup.





- Brownfield properties are often located within enterprise zones that provide additional financial incentives.
- Increased State Loan Guarantee can improve lending opportunities
- Expedited Permitting for Brownfield projects

**D. INTER-AGENCY REVIEW:**

Several state and local agencies participated in the development of this resolution. These entities are:

- Enterprise Florida
- Office of Tourism, Trade, and Economic Development (OTTED)
- Beacon Council

**E. IMPACT OF APPLICATION ON THE AREA:**

The proposed business in the application will have a positive impact on the surrounding areas.

**F. COMPREHENSIVE PLAN**

The location of this business in the Town's brownfield area will further the economic development and environmental components of the Town's Growth Management Plan. The objective and policies of the Plan that would be further by the adoption of this resolution and attraction of new businesses in the Town's brownfield area are: Objective FLU-13, Economic Development; and Policies FLU-6B, FLU-13A, and C-12C.

**RECOMMENDATION:**

The staff recommends approval of this Resolution.



TAB 6

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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN P.A. TO PROVIDE DESIGN AND ENGINEERING SERVICES FOR THE CARIBBEAN BOULEVARD ROADWAY IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on March 19, 2008, the Town Council of the Town of Cutler Bay (the “Town”) approved Resolution 08-17, which authorized a Joint Project Agreement with Miami-Dade County (the “County”) to plan, design, and construct roadway improvements for Caribbean Boulevard; and

**WHEREAS**, on September 15, 2010, the Town issued Request for Qualifications (the “RFQ”) 10-04 for design and engineering services for the Caribbean Boulevard Roadway Improvements; and

**WHEREAS**, at the conclusion of the RFQ process the Town selected the highest-ranked firm, Corzo Castella Carballo Thompson Salmon P.A.. (“C3TS”), to provide design and engineering services for the Caribbean Boulevard roadway improvements; and

**WHEREAS**, on May 28, 2011, the Town Council passed Resolution 11-37, which authorized the Town Manger to negotiate a contract with C3TS to provide design and engineering services for the Caribbean Boulevard roadway improvements; and

**WHEREAS**, the Town staff recommends that the Town adopt the agreement with C3TS to provide design and engineering services for the Caribbean Boulevard roadway improvements (the “Agreement”) attached hereto as Exhibit “A”, provided that Town Attorney determines that the terms of the Agreement are legally sufficient; and

**WHEREAS**, the Town finds that this Resolution will promote the health, safety and welfare 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 Council authorizes the Town Manager to enter into an agreement to provide design and engineering services for the Caribbean

Boulevard roadway improvements (the "Agreement") with Corzo Castella Carballo Thompson Salmon P.A.. ("C3TS"), "not-to-exceed" \$ 508,174, in substantially the form attached hereto as Exhibit "A," provided that Town Attorney determines that the terms of the Agreement are legally sufficient.

**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 Sue Loyzelle	_____
Councilmember Mary Ann Mixon	_____



## 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: August 17, 2011

Re: **DESIGN AND ENGINEERING SERVICES – CARIBBEAN BLVD. ROADWAY IMPROVEMENTS**

### REQUEST

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

### BACKGROUND AND ANALYSIS

At the May 28, 2011 Town Council meeting, Resolution # 11-37 was adopted approving the selection of Corzo, Castella, Carballo, Thompson, and Salman P.A. (C3TS) for Design and Engineering Services associated with the Town's Joint Project Agreement with Miami-Dade County to facilitate the construction of roadway improvements along Caribbean Boulevard (between Coral Sea Road and SW 87<sup>th</sup> Avenue). The roadway improvement project includes a proposed Traffic Circle, at the intersection of SW 192 Drive and Caribbean Boulevard.

In addition to meeting all of the requirements stated in the Town's RFQ #10-04, C3TS will be subject to the compliance review Process which will be conducted by Miami-Dade County Small Business Development Department, throughout the project. The purpose of the compliance review is to verify that each proposer meet the County's 30% sub-consultant goal, established for this project.

Town staff has completed the negotiations with the selected firm (C3TS) for the Professional Services Agreement: Design and Engineering Services – Caribbean Boulevard Roadway Improvements in the amount "not-to-exceed" of \$ 508,174. The proposed fees are within the allotted construction budget, as stated in the executed Joint Project Agreement with Miami-Dade County.



Town staff is pending “final” approval, as the Joint Participation Agreement (JPA), from Miami-Dade County’s Public Works Department. The following three (3) points are being negotiated with Miami-Dade County staff:

- Consultant’s allotted hours for the production of “colored” rendering which will be presented throughout the scheduled Public Involvement Meetings.
- Consultant’s allotted hours for the design of proposed “architectural” features throughout the project (ie: Community Entrance feature at the Whispering Pines Neighborhood)
- Consultant’s allotted hours for the Landscaping and Irrigation plan, which is being prepared by a sub-consultant who participates in the County’s Small Business Development Program.

*(Note: The above pending items are estimated to cost: \$ 49,333.17)*

### **RECOMMENDATION**

Town staff recommends that the Council approve the attached Professional Services Agreement with Corzo, Castella, Carballo, Thompson, and Salman P.A. (C3TS) to provide Design and Engineering services for the Caribbean roadway improvements, “not-to-exceed” \$ 508,174, provided that Town Attorney determines that the terms of the Agreement are legally sufficient.



## **PROFESSIONAL SERVICES AGREEMENT**

### **DESIGN AND ENGINEERING SERVICES (CARIBBEAN BOULEVARD ROADWAY IMPROVEMENTS – RFQ # 10-04)**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2011 between the Town of Cutler Bay, hereinafter referred to as “the Town,” and, Corzo, Castella, Carballo, Thompson, Salman, P.A. (C3TS) hereinafter referred to as Consultant;

#### **RECITALS:**

Whereas, this shall constitute a professional services contract pursuant to Section 287.055, F.S.

Now therefore, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

1. The specific nature of the services to be provided by Consultant are outlined in the body of this Professional Services Agreement (the “Agreement”), as well as the Scope of Services, attached hereto as Exhibit “A” and incorporated herein, and are further outlined in the text of Town's RFQ # 10-04, attached as Exhibit “C” and incorporated herein.
2. For services performed in accordance with the provisions of paragraph 1 above and Section II below, the Town shall pay Consultant in accordance with the terms and conditions more fully set out in Sections V and VI.

#### **SECTION I — TOWN OBLIGATIONS**

The Town agrees that the Town Manager or his authorized designee shall furnish to the Consultant any plans and other data readily available in the Town files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the Town, and shall be provided to the Consultant. Such information is furnished by the Town without guarantee regarding its reliability and accuracy. The Consultant shall be responsible for independently verifying such information if it shall be used by the Consultant to accomplish the work undertaken pursuant to this Agreement. The Consultant may be compensated for any necessary verification work requested by Town, subject to the express written authorization of the Town.

The Town reserves the right to certify the accuracy of information provided by the Town to the Consultant. When such certification is provided in writing, the Consultant shall not be compensated for independent verification of said information.

#### **SECTION II — PROFESSIONAL SERVICES**

- (a) Consultant shall perform professional services for the benefit of the Town in connection with and as envisioned in the Town's RFQ # 10-04 Design and Engineering Services: Caribbean Boulevard Roadway Improvements. The consultant shall be issued a Purchase Order by the Town for professional services associated with RFQ # 10-04, covering in detail the scope, time for completion and compensation for the work to be accomplished. In case of emergency, the Town reserves the right to issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The Consultant shall submit a proposal upon the Project Manager's



request prior to the issuance of a Notice to Proceed. No payment shall be made for the Consultant's time or services in connection with the preparation of any such proposal. The Town shall confer with the Consultant before any Notice to Proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

- (b) In connection with professional services to be rendered pursuant to this Agreement, the Consultant further agrees to:
1. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable Notice to Proceed.
  2. Comply with any Federal, State and local government laws, ordinances, processes, standards, rules, orders, etc. applicable to the work stated in the Town's RFQ # 10-04. Where a term of this agreement conflicts with an applicable County rule made applicable to this Agreement through RFQ # 10-04, the terms of that County rule shall prevail.
  3. Cooperate fully with the Town in the scheduling and coordination of all tasks and phases of the work.
  4. Prepare necessary documents, as required or requested, for all applicable agencies including regulatory requirements and permits.
  5. Report the status of the work to the Town upon request and hold pertinent data, calculations, field notes, records, sketches, procedures, proposals, records, and other work products open to inspection of the Town.
  6. Submit for Town review computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Notice to Proceed. Submit for Town approval the final work products upon incorporation of any modifications requested by the Town during any previous review.
  7. Be available at all reasonable times for general consultation and advice through the effective term of this Agreement.
  8. Confer with the Town at any time during the further development and implementation of improvements for which the Consultant has provided professional services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The Consultant shall not be compensated for the correction of errors and omissions to the extent that those errors and omissions are the responsibility of the Consultant.
  9. Perform all services in a competent and skilled manner.

### **SECTION III — SCHEDULE OF WORK AND TIME FOR COMPLETION**

- (a) The Town shall have the sole right to determine assignment of work and on which units or sections of the work the Consultant shall proceed and in what order. Written Purchase Orders issued by the Town shall cover in detail the scope, time for completion and intent of requested services and shall serve to authorize the assignment of work outlined in Exhibit "A" or referenced in paragraph 1 of the Recitals to this Agreement.
- (b) The services to be rendered by the Consultant for each section of the work or upon the assignment, shall commence upon receipt of a written executed Purchase Order and/or a notice to

proceed (the "NTP") from the Town subsequent to the execution of the Agreement, and shall be completed within the time stated in the Purchase Order or the NTP.

- (c) A reasonable extension of time shall be granted in the event there is a delay on the part of the Town in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the Consultant's duties impossible. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

#### **SECTION IV — FORCE MAJEURE**

- (a) Force Majeure shall mean an act of God, epidemic, lighting, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors, materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.
- (b) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.
- (c) It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

#### **SECTION V — COMPENSATION**

- (a) The Town agrees to pay and the Consultant agrees to accept, for satisfactory performance, as determined solely by the Town of services rendered pursuant to this Agreement, including work as stipulated by Section II – Professional Services, and all preliminary and/or incidental work thereto, fees computed in accordance with Exhibit "B" the negotiated schedule of rates, a copy of which is attached hereto, or as otherwise set forth in the Purchase Order for the specific work.
- (b) Reimbursement for the reasonable and necessary expenses of the Consultant for postage, copying, long distance telephone calls, document reproduction, and authorized travel may be provided in accordance with the Purchase Order.

## **SECTION VI — PAYMENTS**

Unless negotiated and otherwise agreed to, the Town shall make monthly fee payments to the Consultant, computed in accordance with Section V, for all work performed during the previous calendar month for work which has been assigned by Town to Consultant. The Consultant shall submit duly certified monthly invoices to the Town in the amount due for services performed to date and including any previously authorized reimbursable expenses incurred during the month. For lump sum assignments, invoices shall be based upon the percentage of work completed at invoice date. Invoices shall be processed pursuant to Section 218.70, Florida Statutes.

## **SECTION VII — SUBCONTRACTING**

The Consultant shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the Town. When applicable and upon receipt of such consent in writing, the Consultant shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Any sub-consultant shall be subject to all terms and conditions of this Agreement. All insurance certificates pertaining to such subconsultants shall be provided to the Town upon issuance of a Purchase Order or NTP.

## **SECTION VIII — EXTRA WORK**

In the event extra work and/or expenses are necessary due to changes requested after the applicable portion of the work is approved by the Town, such extra work shall be the subject of an additional Purchase Order or a modification of the original Purchase Order.

## **SECTION IX — APPROVAL**

The Town agrees, within thirty (30) days after delivery, to approve, reject, or return with indicated suggested revisions or recommendations, all schedules, submittals or other written communications submitted by the Consultant to the Town for approval. Such approval, revisions, or recommendations by the Town shall not relieve the Consultant of responsibility for the completeness or correctness of the work.

## **SECTION X — RIGHT OF DECISIONS**

- (a) All services shall be performed by the Consultant to the satisfaction of the Town's Project Manager who shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement. The monitoring of the prosecution and fulfillment by the Consultant of the services hereunder, and the character, quality, amount and value thereof, are within the Project Manager's authority. The Project Manager's decision upon all claims, questions, and disputes shall be final, conclusive, and binding upon the parties hereto unless such determination is arbitrary or unreasonable.
- (b) Adjustments of compensation and time for completion of services hereunder because of any major changes in the work that might become necessary or be deemed desirable, as the work progresses shall be left to the absolute discretion of the Project Manager. In the event that the Consultant does not concur with the decisions of the Project Manager, the Consultant shall present any such objections in writing to the Town Manager. The Project Manager and the Consultant shall abide by the decisions of the Town Manager unless arbitrary or unreasonable. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, subject to the standards set forth above.

## **SECTION XI — OWNERSHIP OF DOCUMENTS**

All reports, tracings, plans, specifications, maps, contract documents, designs, and/or other data (the "Documents") developed by the Consultant pursuant to this Agreement shall become the property of the Town without restrictions or limitations upon their use and shall be made available by the Consultant at any time upon request by the Town. Reuse of such Documents by the Town for any purpose other than that for which prepared shall be at the Town's sole risk. When each individual section or assignment of work requested pursuant to this Agreement is complete, all of the above Documents shall be delivered to the Town. The level of information required to be provided at the completion of an assigned task shall be specified within the Purchase Order authorizing the work.

## **SECTION XII — REUSE OF DOCUMENTS**

The Consultant may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The Town shall not accept any reused data containing an excess of irrelevant material which has no substantial connection with the applicable portion of the work.

## **SECTION XIII — NOTICES**

Any notices, reports or other written communications from the Consultant to the Town shall be considered delivered when posted by certified mail or delivered in person to the Project Manager. Any notices, reports or other communications from the Town to the Consultant shall be considered delivered when posted by certified mail to the Consultant at the last address left on file with the Town or delivered in person to said Consultant or the Consultant's authorized representative.

## **SECTION XIV — AUDIT RIGHTS, RETENTION OF RECORDS**

The Town, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives reserves the right to audit the records of the Consultant related to this Agreement at any time during the prosecution of the work included herein and for a period of three years after final payment is made. The Consultant agrees to provide copies of any records necessary to substantiate payment requests to the Town.

The Consultant shall retain all records relating to this Contract for four (4) years after the Town makes final payment and all other pending matters are closed.

## **SECTION XV — PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that no companies or persons, other than bona fide employees working solely for the Consultant have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also warrants that no Town personnel, whether full-time or part-time employees, or officers, has or shall be retained or employed in any capacity, by the Consultant or the Town authorized subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Town shall have the right to annul this Agreement without liability.

## **SECTION XVI — TERMINATION OF THIS AGREEMENT**

- (a) This Agreement may be terminated, in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination. If termination for default of the Consultant is effected by the Town pursuant to paragraph (a), Consultant shall be paid only for all work satisfactorily completed prior to the notice of termination. Consultant shall remain liable for the damages, if any, caused by its default.
- (b) This Agreement may be terminated, in whole or in part, in writing, by the Town for its convenience, provided that the Consultant is afforded the same notice and consultation opportunity specified in paragraph (a) above. Only Town has the unilateral right to terminate for its convenience. Consultant recognizes that other covenants of the Agreement serve as consideration for and support this unilateral right of Town.

If termination for convenience is effected by the Town, an equitable adjustment in compensation payable to Consultant shall be made, which equitable adjustment shall include a reasonable profit for services or other work already properly performed prior to the notice of intent to terminate for which profit has not been already included in an invoice. For any such termination for convenience, the equitable adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs directly and reasonably incurred by the Consultant relating to commitments (e.g., suppliers, subcontractors) which had become irrevocable prior to receipt of the notice of intent to terminate. Except as expressly stated above in this paragraph (b), Town shall have no further liability to compensate or pay Consultant.

- (c) Upon receipt of termination action under paragraphs (a) or (b) above, the Consultant shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the Town all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- (d) Prior to termination, the Town may take over the work and may award another party an Agreement to complete the work described in this Agreement.
- (e) If, after termination for failure of the Consultant to fulfill contractual obligations, under paragraph (a) above, it is determined that the Consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Town. In such event, adjustment of the contracted price shall be made as provided in paragraph (b) above.

- (f) The parties may also terminate this Agreement by mutual written agreement.

#### **SECTION XVII — DURATION OF AGREEMENT**

- (a) This Agreement shall remain in full force and effect from execution through completion of the project contemplated herein, as determined by the Town.
- (b) Survival of Provisions – Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- (c) Severability – If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

#### **SECTION XVIII — CLEAN AIR ACT**

If any work order issued under this contract exceeds \$100,000, the Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Consultant shall include this clause in any subcontracts over \$100,000.

#### **SECTION XIX — ENERGY POLICY AND CONSERVATION ACT**

The Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

#### **SECTION XX — TRUTH-IN-NEGOTIATION**

Consultant certifies that the wage rates and other factual unit costs, supporting the compensation are accurate, complete and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

#### **SECTION XXI — DRUG FREE WORK PLACE**

The Consultant shall comply with all mandatory standards and policies relating to the Federal Drug-Free Workplace Act's Requirements.

#### **SECTION XXII — SPECIAL PROVISIONS**

- (a) The Consultant agrees to comply with Title VI of the Civil Right Act of 1964, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours Standard Act, the Health and Safety Standards Act, Section 109 of the Housing and Community Development Act of 1974,

Section 3 compliance in the Provision of Training, Employment and Business Opportunities, and the Consultant further agrees not to maintain or provide for its employees any facilities that are segregated on a basis of race, color, creed, national origin, handicap, religion, ancestry, sex or age.

- (b) No officer or employee of the Town or its designees or agents, no member of the governing body, and no other public official of the Town who exercises any function or responsibility with respect to this contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds. Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (c) The Consultant shall perform the work herein above set out as an independent contractor free from direct control or supervision by the Town as to the means and methods of performing the work and all persons engaged in the performance of the work shall be solely the servants or employees of the Consultant or its subcontractors, as the case may be.
- (d) The Consultant agrees to comply with Executive Order 11246, which prohibits discrimination in employment regarding race, color, creed, national origin, handicap, religion, ancestry, sex, or age. An excerpt of such Executive Order being attached hereto and made a part hereto by reference. The Consultant further agrees to comply with the filing of any and all information and reports required by the Executive Order and by the rules, regulations, and orders of the Secretary of Labor.

#### **SECTION XXIII— INSURANCE AND INDEMNIFICATION**

- (a) Consultant shall indemnify and hold harmless the Town, 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.
- (b) The Consultant shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained. Consultant must have and provide to Town a Certificate of Insurance showing the Town of Cutler Bay as additional insured. The Consultant shall maintain during the term of this Agreement the following insurance coverage for services to be performed for Town Departments:

Workmen's Compensation Insurance — as required by law.

Employer's Liability Insurance — \$1,000,000.

Professional Liability Insurance — \$1,000,000.

Comprehensive General Liability Insurance — This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Single Limit.

Bodily Injury: \$1,000,000;

Property Damage: \$1,000,000 each occurrence.

Comprehensive Automobile Liability Insurance — This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Single Limit.

\$1,000,000 each person;

\$1,000,000 each occurrence bodily injury;

\$1,000,000 each occurrence property damage;

The policy must provide coverage for any automobiles.

- (c) All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than “B” as to management and no less than “Class V” as to strength by the latest edition of Best’s Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or, at Town's discretion, the companies must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to do Business in Florida,” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.
- (d) The Consultant shall furnish certificates of insurance to the Public Works Department: 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189, prior to the commencement of operations, which certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the Town.
- (e) Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement, and the Town shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.
- (f) Deductibles – All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

#### **SECTION XXIV— ENTIRETY OF AGREEMENT; VENUE; NO JURY-TRIAL**

- (a) This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Town. The Town Manager shall act for Town hereunder.
- (b) This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue for any litigation hereunder shall be made in Miami-Dade County, Florida.
- (c) Each party hereby expressly waives any right to trial by jury in any litigation hereunder or which is in any way related to the conduct or course of dealing between the parties.



**SECTION XXV— PUBLIC ENTITY CRIMES AFFIDAVIT**

Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**SECTION XXVI— CONFLICT OF INTEREST**

To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues in the Town. For the purposes of this section “adversarial” shall mean any development application where staff is recommending denial or denied an application, or an administrative appeal or court action wherein the Town is a party.

**[Space left intentionally blank]**

IN WITNESS WHEREOF the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_ 2011.

Consultant      Corzo, Castella, Carballo,  
Thompson, Salman, PA. (C3TS)

Town of Cutler Bay  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, Florida 33189

By: \_\_\_\_\_  
Signed \_\_\_\_\_  
Name/Title \_\_\_\_\_

By: \_\_\_\_\_  
Steven J. Alexander  
Town Manager

Attest:  
\_\_\_\_\_

Attest:  
\_\_\_\_\_  
Town Clerk

or

Approved as to form and legal sufficiency:

Witnessed:

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

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

Town Resolution # \_\_\_\_\_

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## **EXHIBIT "A"**

### **SCOPE OF SERVICES:**

The project is a result of a Joint Project Agreement (“JPA”) between Miami-Dade County (“County”) and the Town of Cutler Bay (“Town”). The objective of the proposed “JPA” is for the design and construction of a roadway improvement project along Caribbean Boulevard from Coral Sea Road to SW 87 Avenue which includes the reconstruction of the existing two (2) lanes, Design and Construction of a traffic circle at the intersection of SW 192 Drive and Caribbean Boulevard with continuous storm drainage system, curb and gutter, enhanced lighting, traffic signalization, landscaping, sidewalks, pedestrian crosswalks, bike lanes, bus pullout bays, and intersection improvements.

The Engineer agrees to perform professional services in connection with the project as indicated in the following:

#### **A. Master Plan Phase**

Upon receipt of authorization from the Director, to proceed with the Master Plan Phase of the project. The Engineer shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the County a Master Plan containing recommendations for “Typical Sections”. Roadway alignment, drainage system, point of connection to adjacent roadways and prepare for an conduct up to three (3) Public Workshops and presentations to inform residents and neighborhood organizations of proposed construction, gain community input and gain approval by Town Council.

#### **B. Design Phase**

Upon receipt of authorization from the Director to proceed with the final design of the project, the Engineer shall prepare preliminary engineering data, including sketches and drawings, based on recommendations from the Master Plan Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the Town in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The Engineer shall prepare final complete construction plans for the project in accordance with current Miami-Dade County standards, to be used for the receipt of bids, which shall include, but not limited to, development of design plans for roadway, traffic roundabouts, bus bays and shelters, resurfacing, drainage, sidewalks, curb and gutter, street lighting, landscaping and irrigation, street furniture and architectural features, signalization, and pavement markings & signing.

Engineer will inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The engineer will assist the Town in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The engineer shall provide two sets of prints for each utility company prior to the meeting. The Engineer shall be responsible for preparation and distribution of meeting minutes.

Engineer will submit to the Director two final sets of check prints for the project at the 60%, 90% and 100% completion milestones. The quality and legibility of all prints shall meet the approval of the Director. At a minimum the construction Documents shall consist of the following:

- Cover sheet
- Typical Section
- Summary of Quantities
- Plan and Profiles
- Intersecting Street Profiles
- Drainage Structures
- Cross Sections
- Landscaping and Irrigation Plans
- Lighting Plans
- Marking and Signing Plans
- Signalization Plans
- Maintenance of Traffic / Construction Phasing Plans

Engineer will prepare and submit to the Town an opinion of probable construction cost, at the 15%, 60%, 90% and 100% completion milestones, of the proposed project design.

Engineer will prepare and apply for all required permits and approvals from the governmental agencies having jurisdiction. Town will be responsible for any permit fees.

The Engineer agrees that the quality of the work performed by the Engineer and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services, and agrees to guarantee compliance of the work with all applicable industry standards and regulations.

**C. Public Involvement Services**

The Town requires that proven public involvement strategies be conducted at all stages of the project design. We shall prepare and implement a Public Involvement Plan in accordance with the Miami-Dade County requirements, and also including the following:

- Conduct up to three (3) Public Workshops and presentation to inform residents and neighborhood organizations of proposed construction, gain community input and gain approval by Town Council;
- During design process, provide design engineer once per week for a half day to be at Town hall to meet with Town officials, residents or general public as needed to answer questions, address concerns and gain input;
- Plan and conduct public outreach to alert the public of the project and the design alternatives from lighting, sidewalks, drainage, and landscaping;
- Plan and conduct several public awareness campaigns that should include public outreach to inform the public of the Old Cutler Road construction project. This should include reaching out to all relevant stakeholders and the user community;
- Plan and conduct a public education campaign to provide citizens and businesses with information to assist them in understanding the issues and alternatives for addressing them;

- Plan and conduct public input campaign through surveys, open houses, visioning sessions and public meetings that comprise residents, homeowner's associations, and business owners of the impacted communities;
- Develop a Business Assistance Program (BAP) identifying methods to prevent business interruptions during the construction phase to the extent possible;
- Develop and implement public involvement activities through the use of social media, Internet, e-mail, Town's web page, and other available technology used to communicate with the public;
- Develop a schedule of public involvement activities which will take place throughout the project;
- Develop and implement a plan for personal interaction with the most impacted residents, homeowners association, and business owners;
- Develop and implement a plan for collecting and analyzing public comments;
- Develop and implement a plan for monitoring the effectiveness of outreach activities;
- Conduct monthly project updates to the Town Council and be available to meet, as needed, with the Town Manager, Public Works Director, and/or Council members;
- Develop a Media Outreach Plan (MOP) to include how the media will be utilized to keep residents and business owners informed at all stages of the project.

**[Space left intentionally blank]**

**EXHIBIT "B"**

**SCHEDULE OF LUMP SUM FEES**

The Lump Sum fee will not exceed \$ 508,174, as detailed below:

• Survey & Geotechnical.....	\$73,895
• Master Plan .....	\$64,306
• Final Design (60% Plans).....	\$142,498
• Final Design (90% Plans).....	\$155,753
• Final Design (100% Plans).....	\$33,139
• Permitting .....	\$14,472
• Post Design Services.....	<u>\$24,111</u>
<b>Total</b>	<b>\$508,174</b>

TAB 7

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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING  
THE CONTRACT BETWEEN THE CHILDREN'S TRUST  
AND THE TOWN OF CUTLER BAY FOR THE PROVISION  
OF AN AFTER SCHOOL PROGRAM AT CUTLER RIDGE  
PARK; AUTHORIZING THE TOWN MANAGER TO  
EXECUTE THE SAME AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the Children's Trust (the "Trust") is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County; and

**WHEREAS**, the Trust provides funding for organizations to provide out-of-school programs throughout Miami-Dade County; and

**WHEREAS**, the Town of Cutler Bay (the "Town") has been selected by the Trust as a recipient of funding for the Town's after school program at Cutler Ridge Park; and

**WHEREAS**, the Trust staff and the Town's staff have worked together on the details of the scope of services and budget for the Trust-funded portion of the Town's after school program.

**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.**     **Agreement Approved.** The attached "Contract # 1110-4010" relating to the disbursement of Trust funds to the Town in substantially the form attached hereto as Exhibit "A," is hereby approved.

**Section 3.**     **Town Manager Authorized.** The Town Manager is authorized to execute "Contract # 1110-4010", and any subsequent annual renewals, in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

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

**SIGNATURE PAGE TO FOLLOW**

**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 \_\_\_\_\_

Document3



## MEMORANDUM

**To:** Honorable Mayor, Vice Mayor and Town Council  
**From:** Steven J. Alexander, Town Manager  
**Date:** August 17, 2011  
**Re:** THE CHILDREN'S TRUST GRANT AGREEMENT

---

### REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE CONTRACT BETWEEN THE CHILDREN'S TRUST AND THE TOWN OF CUTLER BAY FOR THE PROVISION OF AN AFTER SCHOOL PROGRAM AT CUTLER RIDGE PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.**

### BACKGROUND AND ANALYSIS

For the past four school years, the Town has received funding through The Children's Trust for the After School Program at Cutler Ridge Park. The Town recently applied for and was granted another round of funding from The Children's Trust. The Town was able to increase the amount of funding provided by The Children's Trust from \$96,200 to \$111,761.00 to cover the cost for additional staffing.

Some of the highlights of the agreement are as follows:

- Funding in the amount of \$111,761 will be available on a reimbursement basis for enhancements to the after school program
- This funding is available to the Town for a one-year term and may be renewed at the discretion of The Children's Trust for two additional years
- The program will be available to a maximum of 75 participants
- Funding will continue to provide for additional employees to assist with the recruitment, testing and tracking of program participants; daily transportation to Cutler Ridge Park; snacks for each program participant on a daily basis; computer-based reading programs; fitness instruction; and recreational activities.

The attached agreement will allow us to continue to provide quality after school programming for many families in the Cutler Bay community that will address their children's recreational, educational and social needs.

## **RECOMMENDATION**

We recommend that the attached resolution be adopted authorizing the Town Manager to execute the agreement between the Town and The Children's Trust.

Attachments:

- Proposed Resolution
- Proposed Children's Trust Agreement

**FY 2011-2012**  
**CONTRACT NO. ###-###**  
**BETWEEN THE CHILDREN'S TRUST**  
**AND AGENCY NAME**  
**FOR OOS, PP, SPP, etc.**

**THIS CONTRACT** is between **The Children's Trust** whose address is 3150 S.W. 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor, Miami, Florida 33129 and **Agency Name** hereafter "Provider" whose address is \_\_\_\_\_, Miami, Florida 331\_\_.

In consideration of the mutual covenants herein, The Children's Trust and Provider (sometimes hereafter referred to as "**Parties**") agree as follows:

**A. EFFECTIVE TERM**

The effective term of this Contract shall be from \_\_\_\_\_ through \_\_\_\_\_, subject to funding availability and Provider's performance.

**B. TERMS OF RENEWAL, if applicable**

In the sole discretion of The Children's Trust, this Contract may be renewed with the acknowledgement of Provider. In considering the exercise of any contract renewal, and in accordance with the Request for Proposal (RFP) and Board authorization, renewal may not exceed a term equal to the term of the initial contract for a total maximum of three (3) terms. The Children's Trust in its sole discretion will consider, but is not limited to, the following:

1. Provider meeting the performance requirements specified in this Contract.
2. Continued demonstrated and documented need for the services funded.
3. Program performance, fiscal performance, and compliance by Provider that is deemed satisfactory in The Children's Trust's sole discretion.
4. The availability of funds. The Children's Trust is prohibited from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the contract.
5. If applicable, The Children's Trust in its sole discretion will initiate re-negotiation of this Contract before the contract term expires.

**C. SCOPE OF SERVICES**

1. Provider agrees to render services in accordance with the Scope of Services, Attachment A, hereafter "Services", to this Contract. Provider shall implement the Services in a manner deemed satisfactory to The Children's Trust. Any modification to the Services shall not be effective until approved, in writing, by The Children's Trust and Provider.
2. The Services' activities and performance measures, as well as complete and accurate data and programming information will be used in the evaluation of Provider's overall performance.
3. Provider agrees that all funding provided by The Children's Trust, pursuant to this Contract will be used exclusively for services in and for the benefit of Miami-Dade County residents.

## **D. TOTAL FUNDING**

Subject to the availability of funds, the maximum amount payable for Services rendered under this Contract shall not exceed \$\_\_\_\_\_. Provider agrees that should available funding to The Children's Trust be reduced, the amount payable under this Contract will be reduced at the sole option of The Children's Trust. Provider agrees to adhere to Other Fiscal Requirements, Budget and Method of Payment outlined in Attachment B to this Contract.

## **E. FISCAL MANAGEMENT**

### **1. Double Billing and Payments**

Provider costs or earnings claimed under this Contract may not also be claimed under any other contract or grant from The Children's Trust or, unless such claim is denied by The Children's Trust, from any other agency. Any claim for double payment by Provider shall be a material breach of this Contract.

### **2. No Supplanting of Existing Public Funds**

The Children's Trust funding may not be used as a substitute for existing resources or for resources that would otherwise be available for children's services, or to replace funding previously provided by, and currently available from, local and state funding sources for the same purpose. A violation of this section is a material breach of this Contract.

### **3. Capital Equipment**

Capital equipment is included in the definition of "property" under Florida Statutes, Chapter 274, and Florida Administrative Code, Section 69I-73.001, and is defined as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year. Provider is to maintain proof of Property Coverage in accordance with the insurance requirements prescribed in this Contract (see Section K. Insurance).

Capital equipment purchased with Trust funds by Provider become assets of The Children's Trust; are intended for The Children's Trust funded programs; are owned by The Children's Trust; and must be tagged at the time of purchase as an asset of The Children's Trust. The Children's Trust will work with Provider to tag the asset and receive all information regarding the capital equipment. Provider must maintain a record of any capital equipment purchased with funds provided by The Children's Trust. When Provider is no longer funded by The Children's Trust, the equipment will be returned to The Children's Trust unless it is fully depreciated. Ownership of capital equipment will be transferred to Provider and removed from The Children's Trust's fixed asset system if the capital equipment is fully depreciated and in the possession of Provider. Provider can purchase the equipment at the depreciated cost with the approval of The Children's Trust. If capital equipment is not purchased by Provider prior to the equipment being fully depreciated, Provider must return such capital equipment to The Children's Trust before submission of the final invoice.

In the event that property of The Children's Trust is either damaged, lost, or stolen, while in Provider's possession, Provider is to perform all of the following: a) within 5 business days provide written notification to The Children's Trust contract manager that the capital equipment has been either damaged, lost or stolen; b) provide a police report for lost or stolen items; or provide a written statement as to how the capital equipment was damaged; and c) reimburse The Children's Trust for the value, as determined by The Children's Trust.

#### **4. Assignments and Subcontracts**

Provider shall not assign this Contract to another party. Provider shall not subcontract any Services under this Contract without prior written approval of The Children's Trust. In any subcontract, Provider shall incorporate appropriate language from this contract into each subcontract and shall require each subcontractor providing services to be governed by the terms and conditions of this contract. Provider shall submit to The Children's Trust a copy of each subcontract to this Contract within 30 days of its execution. All sub-contracts with Provider must be executed within 90 days of Provider's execution date. All subcontractor must agree to be monitored by Provider and/or The Children's Trust, in the same manner as Provider under the terms of this contract. Provider acknowledges and agrees that The Children's Trust and any subcontractor to this Contract have authority to communicate and exchange information about contract, program, and/or fiscal issues. Provider waives any and all claims, demands, and/or legal action based upon any such communications.

Provider shall be responsible for all Services performed, and all expenses incurred, under this Contract, including services provided and expenses incurred by any and all subcontractors. The Children's Trust shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract. Provider shall be solely liable for any expenses or liabilities incurred under any subcontract. Provider shall hold harmless and defend, at Provider's expense, The Children's Trust against any claims, demands or actions related to any subcontract.

The Children's Trust shall not provide funds to any subcontractor unless specifically agreed to in writing by The Children's Trust with notification to the Provider. All payments to any contracted subcontractor shall be paid directly by Provider to the subcontractor. The Children's Trust reserves the right to require verification from Provider and/or subcontractor of payment due for satisfactory work performed by the subcontractor.

Provider and any Subcontractor must be currently qualified to do business in the State of Florida at the time that a subcontractor agreement is entered into and services are rendered.

#### **5. Religious Purposes**

Providers and/or their faith-based community partners shall not use any funds provided under this Contract to support any inherently religious activities, including but not limited to, any religious instruction, worship, proselytization, publicity or marketing materials. Any such use by Provider shall be a material breach of this Contract.

#### **6. Lobbying**

Provider shall not use any funds provided under this Contract or any other funds provided by The Children's Trust for lobbying any federal, state or local government or legislators. Any such use by Provider shall be a material breach of this Contract.

#### **7. Adverse Action or Proceeding**

Provider shall not use any funds under this Contract, or any other funds provided by The Children's Trust, for any legal fees, or for any action or proceeding against The Children's Trust, its agents, employees or officials. Any such use by Provider shall be a material breach of this Contract.

#### **8. Compliance**

Provider agrees to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws. This includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns to retain non-exempt status throughout the term of the contract, and payment of payroll taxes as applicable.

Provider further agrees to provide agency and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline.

## **F. INDEMNIFICATION BY PROVIDER**

### **1. Government Entity**

Subject to the limitations and sovereign immunity provisions of Florida Statute, Sec. 768.28, Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or subcontractors.

Subject to the limitations and sovereign immunity provisions of Florida Statutes, Sec. 768.28, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

### **2. All Other Providers**

Provider shall indemnify and hold harmless The Children's Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which The Children's Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by Provider or its employees, agents, servants, partners, principals or sub contractors, except to the extent arising from The Children's Trust's willful or wanton acts or omissions.

To the extent arising from a liability that is covered by the foregoing indemnification, Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The Children's Trust, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Provider agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend The Children's Trust or its officers, employees, agents.

The provisions of this section on indemnification shall survive the expiration or termination of this Contract.

## **G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS**

Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, The Children's Trust has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and terms of this Contract, and to have others acting on behalf of The Children's Trust to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in Provider or with any applicable third party who has licensed or otherwise permitted Provider to use the same. Provider agrees to allow

The Children's Trust and others acting on behalf of The Children's Trust to have reasonable use of the same consistent with the purposes and terms of this Contract, at no cost to The Children's Trust, provided that such use does not compromise the validity of such copyright, trademark or patent.

## **H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY**

This Contract is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly to the extent permitted by Chapter 119, Florida Statutes, Provider retains sole ownership of intellectual property developed under this Contract. Provider is responsible for payment of required licensing fees if intellectual property owned by other parties is incorporated by Provider into the services required under this Contract. Such licensing should be in the exclusive name of Provider. Payment for any licensing fees or costs arising from the use of others' intellectual property shall be at the sole expense of Provider.

As applicable for The Children's Trust under Fla. Stat. Section 768.28, and to the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the Parties shall indemnify and hold each other harmless from liability of any nature or kind, including costs and expenses for or on account of third party allegations that use of any intellectual property owned by the third party and provided, manufactured or used by the indemnifying Party in the performance of this Contract violates the intellectual property rights of that third party.

## **I. BREACH OF CONTRACT AND REMEDIES**

### **1. Breach**

A material breach by Provider shall have occurred under this Contract if Provider through action or omission causes any of the following:

- a. Fails to comply with Background Screening, as required under this Contract.
- b. Fails to provide the Services outlined in the scope of services (Attachment A) within the effective term of this Contract;
- c. Fails to correct an imminent safety concern or take acceptable corrective action;
- d. Ineffectively or improperly uses The Children's Trust funds allocated under this Contract;
- e. Does not furnish and maintain the certificates of insurance required by this Contract or as determined by The Children's Trust;
- f. Does not meet or satisfy the conditions of award required by this Contract;
- g. Fails to submit or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed reports of requests for payment, expenditures or final expenditure reports; **included, but not limited to filing reports or request for payments in Services & Activities Management System ("SAMIS").**
- h. Does not submit or submits incomplete or incorrect required reports pursuant to the scope of Services in this Contract;
- i. Refuses to allow The Children's Trust access to records or refuses to allow The Children's Trust to monitor, evaluate and review Provider's program, including required client data;
- j. Fails to comply with child abuse and incident reporting requirements;
- k. Attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement;
- l. Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;



- m. Fails to meet the terms and conditions of any obligation or repayment schedule to The Children's Trust or any of its agencies;
- n. Fails to maintain the confidentiality of client files, pursuant to Florida and federal laws;
- o. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Contract.

Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

## **2. Remedies**

If Provider fails to cure any breach within thirty (30) days after receiving written notice from The Children's Trust identifying the breach, The Children's Trust may pursue any or all of the following remedies:

- a. The Children's Trust may, at its sole discretion, enter into a written performance improvement plan with Provider to cure any breach of this Contract as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Contract and shall not affect or render void or voidable any other provision contained in this Contract, costs, or any judgments entered by a court of appropriate jurisdiction.
- b. The Children's Trust may suspend payment in whole or in part under this Contract by providing written notice of suspension to Provider of such suspension and specifying the effective date of suspension, at least five business days before the effective date of suspension. On the effective date of suspension Provider may (but shall not be obligated to) continue to perform the Services in this Contract, but Provider shall promptly cease using The Children's Trust's logo and any other reference to The Children's Trust in connection with such Services. All payments to Provider as of the date of suspension shall cease, except that The Children's Trust shall continue to review and pay verifiable requests for payment for Services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust, prior to the effective date of such suspension. The Children's Trust may also suspend any payments in whole or in part under any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such suspension and specifying the effective date of suspension, which must be at least five business days before the effective date of such suspension, in any event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such suspension. Provider shall be responsible for all direct and indirect costs associated with such suspension including reasonable attorney's fees.
- c. The Children's Trust may terminate this Contract by giving written notice to Provider of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, The Children's Trust may (a) request Provider to deliver to The Children's Trust clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by Provider with Trust funds under this Contract subject to the rights of Provider as provided for in Paragraphs G and H above; (b) seek reimbursement of any Trust funds which have been improperly paid to Provider under this Contract; (c) terminate further payment of Trust funds to Provider under this Contract, except that The Children's Trust shall continue to review and pay

verifiable requests for payment for services that were performed and/or deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination; and/or (d) terminate or cancel, without cause, any other contracts entered into between The Children's Trust and Provider by providing separate written notice to Provider of each such termination and specifying the effective date of termination, which must be at least five business days before the effective date of such termination, in which event The Children's Trust shall continue to review and pay verifiable requests for payment as provided for in such other contracts for services that were performed and/or for deliverables that were substantially completed at the sole discretion of The Children's Trust prior to the effective date of such termination. Provider shall be responsible for all direct and indirect costs associated with such termination, including reasonable attorney's fees.

- d. The Children's Trust may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. Provider shall be responsible for all direct and indirect costs associated with such enforcement, including reasonable attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction, including all direct and indirect costs and reasonable attorneys' fees through conclusion of all appellate proceedings, and including any final settlement or judgment.
- e. The provisions of this Paragraph I shall survive the expiration or termination of this Contract.

#### **J. TERMINATION BY EITHER PARTY**

The parties agree that this Contract may be terminated by either party by written notice to the other party of intent to terminate at least thirty (30) calendar days prior to the effective date of such termination.

#### **K. INSURANCE REQUIREMENTS**

Prior to, or on the date commencing the effective term of this Contract, Provider's insurance agent(s) shall provide to The Children's Trust the following, as applicable: 1) Certificates of Insurance naming The Children's Trust as an additional insured and the certificate holder on all applicable policies; and all applicable policies shall be maintained in full force and effect for the entire term of this Contract.

Or, 2) A letter of self-insurance indicating coverage applicable to a Florida municipal corporation required under this section or as determined by The Children's Trust, except as required by Florida law for government entities.

Failure by Provider to comply with Section K, shall be a material breach of this Contract. The Children's Trust will not disburse any funds under this contract until all required Certificates of Insurance, or letter(s) of self-insurance have been provided to and have been approved by The Children's Trust.

#### **Provider will carry insurance policies in the amounts and with the requirements indicated below:**

1. Worker's Compensation Insurance covering all employees, non-incorporated independent contractors or consultants, and incorporated independent contractors or consultants that do not have worker's compensation coverage or a valid State of Florida exemption on file with the Department of Labor, as required by Florida Statutes, Chapter 440. In the event that the Provider is no longer exempt from obtaining Worker's Compensation insurance, the Provider must notify The Children's Trust and provide the

necessary certificate of insurance upon the termination of the exemption. The employer's liability portion will be \$500,000/\$500,000/\$500,000 as a minimum.

2. Comprehensive General Liability insurance, to include sexual molestation, in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged, unless Provider can provide financials to support a higher deductible. The Children's Trust must be designated and shown as an additional insured **and the certificate holder** with respects to this coverage. The general liability policy must contain coverage for the following:

- a. Bodily Injury;
- b. Property Damage;
- c. No exclusions for Abuse, Molestation or Corporal Punishment;
- d. No endorsement for premises only operations.

3. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and/or sub-contractors and transportation companies **transporting program participants**. The amount of coverage is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an additional insured **and the certificate holder** with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area. Transportation companies used by the Provider for the funded program must list The Children's Trust as a certificate holder and as an additional insured.

4. Automobile liability coverage for all owned and/or leased vehicles of Provider and non-owned coverage for their employees and /or sub-contractors **not transporting program participants**. The minimum amount of coverage is \$300,000 combined single limit per occurrence for bodily injury and property damage. The Children's Trust must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. Coverage can be purchased as non-owned without hired auto coverage when the cost is prohibitive for hired automobile coverage such as the case with the Florida Automobile Joint Underwriting Association; but rental cars cannot be used in the course of Provider's regular operations. Rental cars may be used for travel to attend conferences outside the tri-county area.

5. If applicable, Special Events Coverage, as determined by The Children's Trust. The liability coverage will be the same as the coverage and limits required for comprehensive general liability and The Children's Trust must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the day or days of the event and must provide coverage the day prior and the day following the event.

6. If applicable, Professional Liability insurance, as determined by The Children's Trust, with coverage amounts determined by The Children's Trust but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made form. The Children's Trust is not required to be named as an Additional Insured. Professional liability insurance is generally required when the scope of services uses professional services that require certification or license(s) to provide direct services to program participants.

7. Proof of Property Coverage is required when Provider has capital equipment owned by The Children's Trust and said capital equipment is under the care custody and control of Provider. The Children's Trust must be shown on the evidence of property coverage as a Loss Payee. Property coverage shall survive the expiration or termination of this Contract until such time the ownership of the capital equipment is transferred to Provider or such capital equipment is returned to The Children's Trust.

**Certificate Holder**

Certificate holder must read:  
**The Children's Trust**  
**3150 SW 3<sup>rd</sup> Avenue, 8<sup>th</sup> Floor**  
**Miami, Florida 33129**

**Classification and Rating**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as the financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of The Children's Trust.

Provider and or Provider's insurance agent, as applicable, shall notify The Children's Trust, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date **of making any material changes to the insurance coverage** except for ten (10) days for lack of payment changes. Provider shall be responsible for ensuring that all applicable insurances are maintained and submitted to The Children's Trust for the duration of this Contract.

In the event of any change in Provider's Scope of Services, Attachment A, The Children's Trust may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by a Provider to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by The Children's Trust prior to any such decrease, waiver or modification.

In the event that an insurance policy is canceled, **lapsed or expired** during the effective period of this Contract, The Children's Trust shall withhold all payments **to** Provider until a new Certificate of Insurance required under this section is submitted and approved by The Children's Trust. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The Children's Trust may require Provider to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or The Children's Trust requirements. Provision of insurance by Provider, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that The Children's Trust may have against Provider for any liability of any nature related to performance under this Contract or otherwise.

All insurance required hereunder may be maintained by Provider pursuant to a master or blanket policy or policies of insurance.

## **L. PROOF OF TAX STATUS**

Provider is required to keep on file the following documentation for review by The Children's Trust:

- The Internal Revenue Service (I.R.S.) tax status determination letter, **if applicable**;
- The most recent (two years) I.R.S. form 990 or applicable tax return filing within six (6) months after Provider's fiscal year end or other appropriate filing period permitted by law;
- If required by applicable law to be filed by Provider, IRS 941 - quarterly federal tax return reports within thirty-five (35) calendar days after the quarter ends and if applicable, state and federal unemployment tax filings and if the 941 and unemployment tax filings reflects a tax liability, proof of payment must be submitted within sixty (60) calendar days after the quarter ends.

## **M. NOTICES**

Written notices pursuant to this Contract shall be sent to the addresses for each Party appearing on the first page of this Contract. Notices to The Children's Trust shall be marked to the attention of its President/CEO. It is each Party's responsibility to advise the other Party in writing of any changes in responsible personnel for accepting Notices under this Contract; mailing address, and/or telephone number.

## **N. AUTONOMY**

The Parties agree that this Contract recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. Provider is only a recipient of funding support and is not an employee, agent or instrumentality of The Children's Trust, and Provider's agents and employees are not agents or employees of The Children's Trust.

## **O. RECORDS, REPORTS, AUDITS AND MONITORING**

The provisions of this section shall survive the expiration or termination of this Contract, consistent with Florida laws.

### **1. Accounting records**

Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by Provider for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, whichever is later.

### **2. Financial audit and program specific audit**

Within 180 days of the close of its fiscal year, Provider agrees to submit to The Children's Trust an Annual Financial Audit, performed by an independent certified audit firm that is registered to do business with the Florida State Department of Business Regulation, of all its corporate activities and any accompanying management letter(s) or report(s) on other matters related to internal control, for each year during which this Contract remains in force and until all funds expended from this Contract have been audited. If no management letter or report or other matters related to internal control is prepared by the independent

audit firm, Provider must confirm in writing to The Children's Trust that no such report was submitted to Provider. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States.

Providers that are required to have a single audit conducted under OMB Circular A-133, Audit of States, Local Government and Non-Profit Organizations or the Florida Single Audit Act, Florida Statutes 215.97 agree to submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan. In the event that the independent auditor does not disclose audit findings, Provider shall submit written notification to The Children's Trust that an audit of Provider was conducted in accordance with applicable laws and regulations and that the findings and questioned costs disclosed no audit findings related to this Contract; and, that the summary schedule of prior audit findings did not report on the status of any audit findings relating to awards that The Children's Trust provided.

Within 180 days of the close of its fiscal year, a Provider who is contracted for a combined total of \$100,000 or more from The Children's Trust from this or any other The Children's Trust contract(s), related to the fiscal year under audit, Provider agrees to have a program-specific audit relating to The Children's Trust contract(s), in addition to the annual financial audit. The program-specific audit shall be performed by an independent certified public accounting firm that is registered to do business with the Florida State Department of Business Regulation, can perform audits under Government Auditing Standards i.e. "Yellow Book", and is either a member of the AICPA or FICPA Peer Review Program to include engagement reviews. This program-specific audit is to encompass an audit of The Children's Trust contract(s) as specified in Attachment D: Program Specific Audit Requirements.

A provider that does not meet the program-specific audit threshold requirement will be exempt from the program-specific audit requirement in the fiscal year that the audit threshold is not met.

Audit extensions may be granted in writing by The Children's Trust after proper approval has been obtained from The Children's Trust's Finance Department, upon receipt in writing of such request with appropriate justification by Provider. A copy of the engagement letter, along with the audit completion date and any concerns from the auditing firm in relation to the audit, must accompany the request. Approved extension requests allow for the continuation of payment until such time that the extension expires.

The financial audit and other financial information will be used in the evaluation of Provider's performance and Provider's overall fiscal health.

In the event that either the audited financial statement or program specific audit is not received in a timely manner and in accordance with the previously stated due dates, and an audit extension has not been approved, then The Children's Trust shall withhold all payments to Provider until said documents are received and determined to be acceptable by The Children's Trust.

### **3. Access to records**

Provider shall provide access to all records including subcontractor(s) which relate to this Contract at its place of business during regular business hours. Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by The Children's Trust to insure compliance with applicable accounting, financial, and programmatic standards. This would include access by The Children's Trust or its designee, to Provider's independent auditor's working papers for complying with federal, state and local requirements. The Children's Trust reserves the right to require Provider to submit to an audit by an auditor of The Children's Trust's choosing at The Children's Trust's expense.



#### **4. Monitoring**

Provider agrees to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled monitorings, reviews, and evaluations of the program which is the subject of this Contract, including any subcontracts under this Contract, using The Children's Trust approved monitoring tools. The Children's Trust or contracted agents shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the Contract. Provider shall permit The Children's Trust or contracted agents to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other **assessments** deemed reasonably necessary in The Children's Trust's sole discretion to fulfill the monitoring function. A report of monitoring findings will be delivered to Provider and Provider will rectify all deficiencies cited within the period of time specified in the report.

#### **5. Client Records**

Pursuant to Florida Statute 119.071(5), The Children's Trust collects the social security numbers of child participants of funded programs and services for the following purposes: (a) to research, track and measure the impact of The Children's Trust funded programs and services in an effort to maintain and improve such programs and services for the future (individual identifying information will not be disclosed); (b) to identify and match individuals and data within and among various systems and other agencies for research purposes. The Children's Trust does not collect social security numbers for adult participants.

Provider shall maintain a separate file for each child/family served. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans (as applicable), outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the monitoring/review and inspection requirements under this Contract, subject to applicable confidentiality requirements. All such records will be retained by Provider for not less than five calendar years after the participant is no longer enrolled. Provider agrees to comply with all applicable state and federal laws on privacy and confidentiality.

#### **6. Internal Documentation/Records Retention**

Provider agrees to maintain and provide for inspection to The Children's Trust, during regular business hours the following as may be applicable, subject to applicable confidentiality requirements: (1) personnel files of employees which include hiring records, background screening affidavits, job descriptions, verification of education, and evaluation procedures; (2) authorized time sheets, records, and attendance sheets to document the staff time billed to provide Services pursuant to this Contract; (3) daily activity logs and monthly calendars of the provision of Services pursuant to this Contract; (4) training modules; (5) pre and post session questionnaires; (6) all participant attendance records; (7) participant consent and information release forms; (8) agency policies and procedures; and (9) such other information related to Service provision as described in Attachment A and as required by this Contract; all upon request by The Children's Trust. Provider shall retain all records for not less than five years beyond the last date that all applicable terms of this Contract have been complied with and final payment has been received, and appropriate audits have been submitted to and accepted by the appropriate entity.

#### **7. Confidentiality**

Provider and The Children's Trust understand that during the course of performing the Services hereunder, each party may have access to certain confidential and proprietary information and materials of the other party in order to further performance of the Services. The Parties shall protect confidential information and comply with applicable federal and state laws on confidentiality to prevent unauthorized use, dissemination or publication of

confidential information as each party uses to protect its own confidential information in a like manner. The Parties shall not disclose the confidential information to any third party (except that such information may be disclosed to such Party's attorneys), or to any employee of such Party who does not have a need to know such information, which need is related to performance of a responsibility hereunder. However, this Contract imposes no obligation upon the Parties with respect to confidential information which (a) was lawfully known to the receiving party before receipt from the other, (b) is or becomes a matter of public knowledge through no fault of the receiving party, (c) is rightfully received by the receiving party from a third party without restriction on disclosure, (d) is independently developed by or for that party, (e) is disclosed under operation of law, (f) is disclosed by the receiving party with the other party's prior written approval or (g) is subject to Chapter 119 of the Florida Statutes or is otherwise required to be disclosed by law. The confidentiality provision of this Contract shall remain in full force and effect after the termination of this Contract. Provider shall specifically require all sub-contractors to comply with this paragraph.

#### **8. Security Obligation**

Provider shall maintain an appropriate level of data security for the information Provider is collecting or using in the performance of this Contract. This includes, but is not limited to, approving and tracking all Provider employees who request system or information access and ensuring that user access has been removed from all terminated employees of Provider.

#### **9. Withholding of payment**

At the sole discretion of The Children's Trust, payment may be withheld for non-compliance of contractual terms. The Children's Trust will provide payment upon satisfactory compliance of the contractual terms as solely determined by The Children's Trust.

### **P. MODIFICATIONS**

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both Parties.

### **Q. GOVERNING LAW & VENUE**

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of law provisions. Any controversies or legal problems arising out of the terms of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

### **R. BACKGROUND SCREENING**

In accordance with Sections 943.0542, 984.01, Chapter 430, 435, 402, 39.001, and 1012.465 Florida Statutes, as applicable, employees, volunteers and subcontracted personnel who work in direct contact with children or who come into direct contact with children must complete a satisfactory Level 2 background screening prior to commencing employment.

For purposes of this selection, the term "direct service provider" means a person 18 years of age or older, including a volunteer, who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas or to the client's funds or personal property. The term does not include volunteers who assist on an intermittent basis for less than 20 hours



of direct, face-to-face contract with a client per month, individuals who are related by blood to the client, or the client's spouse.

Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami Dade County Public School System (MDCPS). A clearance letter from MDCPS Office of Employment Standards indicating the person has successfully completed a Level 2 screening will be accepted.

If background screenings are completed with VECHS, then Provider shall complete Attachment E: "Affidavit for Level 2 Background Screenings" each for contract term. The Affidavit will cover employees, volunteers, and subcontractors performing services under this contract who are required to complete a Level 2 background screening as defined in this section. Provider shall keep Attachment E: "Affidavit for Level 2 Background Screenings" in Provider's personnel, volunteers, and sub-contractors files. Provider shall re-screen each employee, volunteer and/or subcontractor every five years.

## **S. CHILDREN WITH DISABILITIES AND THEIR FAMILIES**

Provider understands that The Children's Trust expects Provider to meet the federal standards under the Americans with Disabilities Act. By policy of The Children's Trust, providers must also implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible. Notwithstanding anything to the contrary, Provider shall not be required to make any alteration to any public school building or other building or structure which is not owned by Provider.

## **T. REGULATORY COMPLIANCE**

### **1. Non-discrimination and Civil Rights**

Provider shall not discriminate against an employee, volunteer, or client of Provider on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age, except that programs may target services for specific target groups as may be defined in the competitive solicitation.

Provider shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, The Children's Trust shall have the right to terminate all or any portion of this Contract. If Provider or any owner, subsidiary, or other firm affiliated with or related to Provider, is found by the responsible enforcement agency or the courts to be in violation of

these laws, said violation will be a material breach of this Contract and The Children's Trust will conduct no further business with Provider.

## **2. Public Entities Crime Act**

Provider will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Provider, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to The Children's Trust, may not submit a bid on a contract with The Children's Trust for the construction or repair of a public building or public work, may not submit bids on leases of real property to The Children's Trust, may not be awarded or perform work as a Provider supplier, sub Provider, or consultant under a contract with The Children's Trust, and may not transact any business with The Children's Trust in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Contract and recovery of all monies paid hereto, and may result in debarment from The Children's Trust's competitive procurement activities.

## **3. Conflict of Interest**

Provider represents that the execution of this Contract does not violate Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, and Florida Statutes §112 as amended, which are incorporated herein by reference as if fully set forth herein. Provider agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Contract and in connection with its obligations hereunder. (Refer to [www.miamidadeethics.com /Publications/code\\_of\\_ethics2010.pdf](http://www.miamidadeethics.com/Publications/code_of_ethics2010.pdf) for the Code of Ethics Ordinance).

## **4. Compliance with Sarbanes-Oxley Act of 2002**

Provider shall comply with the following provisions of the Sarbanes-Oxley Act of 2002:

- Provider agrees not to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation.
- Provider agrees not to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse.

## **5. Licensing**

Provider (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurances, permits and accreditations, required by the State of Florida, Miami-Dade County, relevant municipalities, The Children's Trust or the federal government. Provider must be qualified and registered to do business in the State of Florida both prior to and during the contract term with The Children's Trust.

## **6. Incident Reporting**

An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child, injury of a participant, missing child or abandoned child, loss of property use for the program, or destruction of property used in the program.

Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both Provider and its employees.

Provider shall notify the contract manager of any incident as defined within three (3) days after Provider is informed of such incident. Provider shall provide written notification of the incident together with a copy of the incident report. The report must contain the following:

- (1) Name of reporter (person giving the notice)
- (2) Name and address of victim and guardian
- (3) Phone number where the reporter can be contacted
- (4) Date, time, and location of incident
- (5) Complete description of incident and injuries, if any

Police report and actions taken shall be submitted to The Children's Trust within fifteen (15) days of the incident. Provider shall provide written notification to The Children's Trust, within seven (7) days, of any legal action related to the incident.

### **7. Sexual Harassment**

Provider shall complete an incident report in the event a program participant, client or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by a Provider employee, volunteer or anyone arising out of the performance of this Contract and Provider has knowledge thereof. Provider shall provide written notification to The Children's Trust within three (3) business days after Provider is informed of such an allegation. Provider shall provide written notification to The Children's Trust, within seven (7) business days, if any legal action which is filed as a result of such an alleged incident.

### **8. Proof of Policies**

Provider and subcontractor, as applicable, shall keep on file copies of its policies including but not limited to confidentiality, incident reporting, sexual harassment, non-discrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

### **U. CONSENT**

Provider must obtain parental/legal guardian consent for all minor participants to participate and/or for adult participants in the program for services; and to share information with The Children's Trust for monitoring and evaluation purposes.

Provider will ask participants to sign a voluntary Consent to Photograph form. The form is available in English, Spanish, and Creole and can be downloaded from [www.thechildrenstrust.org](http://www.thechildrenstrust.org). The signed consent form for photography will be maintained at the program site, with a copy filed in the participant's record. The consent shall be part of the participants' registration form, and signed by parent/guardian before services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

### **V. PROGRAMMATIC DATA REPORTING**

Demographic and service information on program participants will be provided to The Children's Trust as part of The Children's Trust's research mission. Provider agrees to comply and participate in any data collection reporting, including participant data as required by The Children's Trust and described in **Attachment C** to this contract, Programmatic Data and Reporting Requirements, subject to confidentiality requirements. In addition, Provider agrees to furnish The Children's Trust with complete and accurate reports in the timeframe and format to be reasonably specified by The Children's Trust, and as described in Attachment C.

Provider must participate and provide agency (agency profile) and site(s) information to Switchboard of Miami 2-1-1, The Children's Trust 24 hour helpline, as applicable and as defined in Attachment C: Programmatic Data Reporting Requirements.

## **W. PUBLICITY**

Provider agrees that activities, services and events funded by this Contract shall recognize The Children's Trust as a funding source. Provider shall ensure that all publicity, public relations, advertisements and signs within its control recognize The Children's Trust for the support of all contracted activities. The use of the official Children's Trust logo is permissible.

Provider shall use its best efforts to ensure that all media representatives, when inquiring with Provider about the activities funded by this Contract, are informed that The Children's Trust is a funding source. Provider shall, if it possesses the appropriate technology, provide a link between the website and The Children's Trust's website.

## **X. PUBLICATIONS**

Provider agrees to supply The Children's Trust, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Contract. Such publications will state that the program is supported by The Children's Trust. Provider agrees that The Children's Trust will have use of copyrighted materials developed under this Contract to the extent provided in, and subject to, the provisions of Paragraphs G and H above.

To the extent permitted by the applicable journal or other publication source, Provider shall include The Children's Trust logo and the following paragraph in all materials featuring programs funded by The Children's Trust, including but not limited to newsletters, press releases, brochures, fliers, homepage of websites or any other materials for dissemination to the media or general public:

English:

**Provider Program Name** is funded by The Children's Trust. The Children's Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County.

Español:

**Provider Program Name** está financiado por El Fidecomiso de los Niños (The Children's Trust). El Fidecomiso de los Niños es una fuente de financiación, establecida por referendum para mejorar las vidas de niños y familias en el Condado de Miami-Dade.

Kreyol:

**Provider Program Name** finanse pa "The Children's Trust". Trust la, se yon sous lajan ke goudenman amerikin vote an referandom pou ke' li investi byen nan pwogram kap amelyore la Vi Ti Moun ak fanmi yo nan Myami Dade.

**Note:** In cases where funding by The Children's Trust represents only a percentage of Provider's overall funding, the above language can be altered to read "The (organization) is funded in part by The Children's Trust..."

**Y. HEADINGS, USE OF SINGULAR AND GENDER**

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

**Z. TOTALITY OF CONTRACT/SEVERABILITY OF PROVISIONS**

This Contract with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Services

Attachment B: Other Fiscal Requirements, Budget, and Method of Payment

Attachment C: Programmatic Data and Reporting Requirements

Attachment D: Program Specific Audit Requirements

Attachment E: Affidavit for Level 2 Background Screenings, if applicable

No other contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the Parties. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

**PROVIDER NAME**

**MIAMI-DADE COUNTY FLORIDA**

**THE CHILDREN'S TRUST**

**MIAMI-DADE COUNTY, FLORIDA**

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

by: \_\_\_\_\_  
(Signature)  
Modesto E. Abety-Gutierrez

\_\_\_\_\_  
(Type/Print Title)

\_\_\_\_\_  
President and CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Provider Federal ID#** \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

**This contract is not valid until signed by both parties.**

## Attachment A \* OUT OF SCHOOL

**1. DESCRIPTION OF SERVICES** (Include overall intention of program, outline of program activities, target population to be served, etc.)

The Town of Cutler Bay Parks and Recreation Department's After School Program will provide a low cost after school program in a safe and nurturing environment for 70 elementary school-aged general population children and 5 children with disabilities from the community surrounding Cutler Bay. Each participant will receive daily homework assistance, snacks and wholesome fitness and recreational activities. We will also provide transportation to the program for children enrolled in the public elementary schools located in Cutler Bay.

**Program Timeframes:** After-School only

**2. TARGET POPULATION / PARTICIPANTS** (Include numbers in tables and a narrative description of participant characteristics below).

After-school child slots refer to the total number slots, including general population & children with disabilities	# of Unduplicated Child Participants
<i>After-School Child Slots</i>	70
<i>After-School Children With Disabilities Slots</i>	5
<i>Summer Child Slots</i>	0
<i>Summer Children With Disabilities Slots</i>	0
<b>a. Participants By Age:</b> Total estimated number of participants to be served by age group	
After-School Children	
<b>After School Children</b>	
<i>Children Age 5 (enrolled in Elementary School)</i>	5
<i>Children Age 6-12 (enrolled in Elementary &amp; Middle School)</i>	70
<i>Children Age 13+ (enrolled in Middle School)</i>	0
<b>Summer Camp Children</b>	
<i>Children Age 5 (enrolled in Elementary School)</i>	
<i>Children Age 6-12 (enrolled in Elementary &amp; Middle School)</i>	
<i>Children Age 13+ (enrolled in Middle School)</i>	

**b. Description of participants to be served** (describe criteria for program enrollment eligibility, geographic areas/neighborhoods or schools to be served, risk factors, as well as any other significant demographics information; if serving children with disabilities include type of disabilities):

The target population for the After School Program is youth ages 5 to 12, the majority will live in low to moderate income households. The ethnic background of the program mirrors the community which the program serves, i.e. 44% Anglo, 36% Hispanic and 15% African American and 5% other. The greatest risk factor impacting these youth is the lack of positive alternative activities and a low attachment to the community. The Parks and Recreation Department reaches out to the local elementary schools for referrals to the program for children who may be in need of the kind of low-cost services that the After School Program offers. In addition, The Cutler Bay Parks and Recreation Department works with the Cutler Bay Police Department in identifying children who are at risk of criminal activity, (i.e. youth who have been arrested for shoplifting, are just "hanging out" or whose parents have expressed concern). This provides a positive alternative for the youth during after school hours as well as promoting community bonding.

### 3. SERVICE LOCATIONS

Provider will deliver services in accordance with the Program/Service Operating Site Table included in Appendix 1.

### 4. PERFORMANCE MEASURES

#### a. Quantity - "How much will we do?"

#### Activities - School Year 2011-2012

Activity Type	Afterschool Service Name & Description	Facilitators	Site/Group Variance	Frequency/Intensity/Duration/Time
Literacy	Participants will use the Lexia Reading computer program by Lexia Learning. Participants will have access to the program for their appropriate school grade - either "Lexia Primary Reading" for children age 6 to 8, or "Lexia Strategies for Older Students" for children age 9 to 12. Participants will have a minimum of 30 minutes per day, 5 days per week on the computer to work on their reading skills. In addition, participants will read in a group setting, including reading aloud from age-appropriate books. Accommodations will be made to grade-level reading assignments and duration of the reading activity (where warranted) on a per student basis for those participants who are identified by their parents as having a disability, and for whom an Individual Education Plan is provided by the family.	The Recreation Coordinator (a certified teacher) will facilitate these activities for implementation by the Park Service Aides.	N/A	Children will participate in literacy activities a minimum of 30 minutes per day, 5 days per week for 39 weeks.
Fitness	Participants will be engaged in a wide variety of daily outdoor activities designed to focus on cardiovascular endurance, muscular strength and flexibility. The After School Program will utilize the Sports, Play, and Active Recreation for Kids (SPARK) curriculum designed for after school programs. When the	The Park Service Aides will conduct fitness activities with assistance from the Recreation Coordinator when needed.	N/A	Fitness activities will take place for a minimum of 30 minutes each day, 5 days per week for 39 weeks.

	group engaging in their fitness time includes a child with a disability, the Recreation Coordinator and or one roving Park Service Aide will assist the group with their activities. Since the After School Program is conducted at a Town park, ample alternative equipment will also be available when necessary.			
Social Skills	<p>Program participants will be introduced to literature and activities that address fundamental character qualities using the <b>Positive Action</b> curriculum. Utilizing games, literature, art, and posters, participants will work on various social skills throughout the year including <i>Self-Concept, Managing Yourself Responsibly, Social Skills and Character, Mental Health</i> and more.</p> <p>Children with disabilities will be allowed additional time to complete assigned tasks. When needed, the group leader may read instructions to the participant, and write the student's responses in order to remain on task.</p>	Activities will be facilitated by the Outreach Worker with assistance from Park Service Aides.	N/A	Children will participate in Social Skills activities one day per week for 30 minutes for 39 weeks of the program.
Nutrition	<p>Program participants will be provided with a daily snack upon their arrival to the program. Upon arrival, the first stop that children will make after they store their backpacks and bookbags, will be the restroom for handwashing prior to snack time. The program also maintains an ample supply of hand-wipes and hand sanitizer for the children to use. Snacks generally consist of fruit juice beverage and granola bar, fruit bar, cheese &amp; crackers. Snacks are purchased through a large wholesale store once or twice per week due to limited storage space.</p>	The Outreach Worker and Park Service Aides are responsible for making sure children's hands are washed and for distributing daily snacks.	N/A	30 minutes each day, 5 days per week for 39 weeks are set aside for h&#65279;and washing and snack &#65279;t&#65279;i&#65279;m&#65279;e&#65279;&#65279;.



Supervised Free Choice	Participants in the after School Program will have the opportunity to take advantage of everything that Cutler Ridge Park has to offer as they have the chance to participate in active outdoor activities including soccer, football, tennis and basketball as well as indoor recreational activities such as table tennis, checkers, chess and other stimulating board games. In addition, children will have the chance to use the heated swimming pool once a week on Fridays during late fall and spring months.	The Recreation Coordinator and the Park Service Aides will supervise the free choice activities.	N/A	Approximatly 30 minutes per day, 4 to 5 days per week for 39 weeks.
Family Involvement	Program staff will coordinate two family special events during the school year. In November, families will be invited to join program staff in a Thanksgiving dinner at the park. Program staff provide several turkeys and ham and the families are encouraged to provide one of their traditional side dishes for the Thanksgiving meal. A Spring Fling Pool Party on a Saturday afternoon will allow families to interact with staff in a relaxed fun and games atmosphere. In both cases, children will be able to demonstrate proper social skills learned throughout the year.	All of the program staff will be involved - Recreation Coordinator, Outreach Worker and Park Service Aides.	N/A	Two extra-curricular activities will be conducted during the school year.
Homework Assistance	Due to strong demand from the families enrolled in the After School Program, participants will be provided one hour per day to complete their homework assignments each day. Program staff will provide assistance for any child who requires it (regardless of ability or disability). Individual Education Plans will be adhered to for children with disabilities. All homework is checked for accuracy and completeness, and if a	Homework assistance is facilitated by the Outreach Worker and the Park Service Aides.	N/A	One hour per day, five days per week for 39 weeks.

	child is unable to complete all of his/her homework assignments in the allotted time, the Outreach Worker will notify the parent/guardian at pick-up time as to which assignments were not completed.			
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#### Activities - Summer 2012

Activity Type	Summer Service Name & Description	Facilitators	Site/Group Variance	Frequency/Intensity/Duration/Time

#### Field Trips: School Year 2011-2012

Location	Associated Service/Activity	# of Visits

#### Field Trips: Summer 2012

Location	Associated Service/Activity	# of Visits

**b. Quality - "How well will we do it?"** In this section Provider must describe how Quality of the program would be assessed. Some examples include: procedures/measures to ensure fidelity to the curriculum; satisfaction surveys; staff training.

Quality Measure	Measurement and Reporting Tool (e.g., Satisfaction Survey)	Timing (e.g., After completion of XX activity)
Average number of children attending per day		
Participant Retention / engagement		
# / % of parents/caregivers and children/youth satisfied with OOS programs and summer camps		
Observation of service delivery/Fidelity checklist		

#### c. Outcomes - Measuring "Is anyone better off?"

Required Afterschool Outcomes	Data Source/ Measurement Tool	Timing	Associated Activity
<b>Mid-point performance:</b> 85% of children will improve oral reading skills <b>End-of-year performance:</b> 90% of children will improve oral reading skills	1 minute Oral Reading Fluency (ORF)	Pre, Mid, and Post tests	Literacy Activities
<b>Mid-point performance:</b> 75% of children will improve fitness performance <b>End-of-year performance:</b> 85% of children will improve fitness performance	PACER Multi-Stage Shuttle Run	Pre, Mid, and Post tests	Fitness Activities
Required Summer Outcomes	Data Source/ Measurement Tool	Timing	Associated Activity
85% of children will improve or maintain oral reading skills	1 minute Oral Reading Fluency (ORF)	Pre and Post tests	Literacy Activities
85% of children will improve or maintain fitness performance	PACER Multi-Stage Shuttle Run	Pre and Post tests	Fitness Activities

Additional Afterschool Outcomes	Data Source/ Measurement Tool	Timing	Associated Activity

Additional Summer Outcomes	Data Source/ Measurement Tool	Timing	Associated Activity

#### 5. EVIDENCE BASED PROGRAMS (EBP)

All strategies funded by The Children's Trust should deliver high quality, evidence-based practices that are strength-based, family centered, accessible, respectful of diversity and mindful of community context and connections, or constitute best practices that have been approved by The Children's Trust because when performed with fidelity they should deliver analogously high quality services.

Listed are the evidence-based programs (if any) that will be used during activities/service delivery. For information on evidence-based programs, visit The Children's Trust website.

Evidence Based Program	Designating Agency	Activity/Service Name (from Section 4 above)

#### 6. RATIOS

Period / Population	# Child Slots	# Staff
School Year 2011-2012	70	6
School Year for Childen with Disabilities	5	1
Summer 2012	0	0
Summer for Children with Disabilities	0	0

#### 7. STAFF QUALIFICATIONS

Provider represents that all persons delivering the Services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the Scope of Services (Attachment A) and to provide and perform such Services to The Children's Trust's satisfaction. All persons delivering the services described herein must be included in the Position Management module of SAMIS and Appendix 2.

**\* Provider is cautioned to review Attachment C to this contract for the terms of programmatic performance and data reporting requirements that must be followed in conjunction with the specific terms applicable to this contract in this Attachment A Scope of Services.**

Contract Period:	Town of Cutler Bay	Town of Cutler Bay								Areas in Blue to be completed by the Agency		TCT Line Item %
	8/1/11 to 7/31/12	12	months									
PROGRAM BUDGET		Program Period	Start: 8/22/11 End: 6/6/12	Program Period	Start: N/A End: N/A	2011/2012 After-School and Summer Requested Funding Total	Matching Funds Amount	Justification (Provide justification in each line by Program Period: After-School 2011/12, Summer 2012) For all line items, show the calculations used to determine the amounts requested.				
		After-School 2011/2012		Summer 2012								
SALARIES:	Annual Salary (12 Months)	AfterSchool Salary Equivalent	Requested	Summer Salary Equivalent	Requested							
Position Name		Percent	Amount	Percent	Amount							
List Full-Time Employees												
Parks & Recreation Director (In-kind)	90,000.00	4,500.00	0.0%0.00			0.00	0.00	4,500.00	After-School: N/A			
Recreation Coordinator (In-kind)	36,000.00	18,000.00	0.0%0.00			0.00	0.00	18,000.00	After-School: N/A			
Administrative Assistant (In-kind)	38,000.00	3,800.00	0.0%0.00			0.00	0.00	3,800.00	After-School: N/A			
Outreach Worker	31,616.00	26,752.00	100.0%26,752.00			0.00	26,752.00	4,864.00	After-School: Position works 40 hours per week for the agency at \$15.20 /hour. Position will devote 8 hours/day (100% of time) for 220 days. = Total \$26,752  Summer 2011: N/A  Summer 2012: N/A  Payment is on a bi-weekly basis.  Total Program Allocation: \$26,752 Total CSC Allocation: \$26,752 Total Weeks Funded by TCT: 44 For Position Management: % of time devoted to TCT: 85%  Amount of Match: \$4,864 Source of Match: Town of Cutler Bay			
Full-Time Total			1.026,752.00		0.0	0.00	26,752.00	31,164.00				
List Part-Time / Seasonal Employees												
Park Service Aide (2 In-kind)	13,455.00	12,707.50	0.0%0.00			0.00	0.00	25,415.00	After-School: N/A			
Park Service Aide	13,455.00	11,390.75	100.0%11,390.75			0.00	11,390.75	2,064.25	After-School: Position works 22.5 hours per week for the agency at \$11.50 /hour. Position will devote 4.5 hours/day (100% of time) for 181 days plus 8 hours/day (100% of time) for 22 days. = Total \$11,390.75  Summer 2011: N/A  Summer 2012: N/A  Payment is on a bi-weekly basis.  Total Program Allocation: \$11,390.75 Total CSC Allocation: \$11,390.75 Total Weeks Funded by TCT: 41 For Position Management: % of time devoted to TCT: 85%  Amount of Match: \$2,064.25 Source of Match: Town of Cutler Bay			

0.239

Program Budget

Park Service Aide	13,455.00	11,390.75	100.0%	11,390.75			0.00	11,390.75	2,064.25	<b>After-School:</b> Position works 22.5 hours per week for the agency at \$11.50 /hour. Position will devote 4.5 hours/day (100% of time) for 181 days plus 8 hours/day (100% of time) for 22 days. = Total \$11,390.75  <b>Summer 2011:</b> N/A  <b>Summer 2012:</b> N/A  <b>Payment is on a bi-weekly basis.</b>  <b>Total Program Allocation:</b> \$11,390.75 <b>Total CSC Allocation:</b> \$11,390.75 <b>Total Weeks Funded by TCT:</b> 41 <b>For Position Management: % of time devoted to TCT:</b> 85%  <b>Amount of Match:</b> \$2,064.25 <b>Source of Match:</b> Town of Cutler Bay
Park Service Aide	13,455.00	11,390.75	100.0%	11,390.75			0.00	11,390.75	2,064.25	<b>After-School:</b> Position works 22.5 hours per week for the agency at \$11.50 /hour. Position will devote 4.5 hours/day (100% of time) for 181 days plus 8 hours/day (100% of time) for 22 days. = Total \$11,390.75  <b>Summer 2011:</b> N/A  <b>Summer 2012:</b> N/A  <b>Payment is on a bi-weekly basis.</b>  <b>Total Program Allocation:</b> \$11,390.75 <b>Total CSC Allocation:</b> \$11,390.75 <b>Total Weeks Funded by TCT:</b> 41 <b>For Position Management: % of time devoted to TCT:</b> 85%  <b>Amount of Match:</b> \$2,064.25 <b>Source of Match:</b> Town of Cutler Bay
<b>Part-Time Total</b>			<b>3.0</b>	<b>34,172.25</b>		<b>0.0</b>	<b>0.00</b>	<b>34,172.25</b>	<b>31,607.75</b>	
<b>TOTAL FTEs/SALARIES</b>			<b>4.0</b>	<b>\$60,924.25</b>		<b>0.0</b>	<b>\$0.00</b>	<b>\$60,924.25</b>	<b>\$62,771.75</b>	
<b>FRINGE BENEFITS</b>								4,660.71	4,802.04	<b>After-School:</b> \$4,660.71  <b>Summer 2011:</b> 0  <b>Summer 2012:</b> 0  <b>Total Program Expense:</b> \$9,807 <b>Total CSC request:</b> \$4,660.71  <b>Amount of Match:</b> \$5,146.29 <b>Source of Match:</b> Town of Cutler Bay
Fica/Mica	Rate: 7.65%	4,660.71			0.00					
								3,557.98	3,665.87	<b>After-School:</b> \$3,557.98  <b>Summer 2011:</b> 0  <b>Summer 2012:</b> 0  <b>Total Program Expense:</b> \$7,486.65 <b>Total CSC request:</b> \$3,557.98  <b>Amount of Match:</b> \$3,928.67 <b>Source of Match:</b> Town of Cutler Bay
W-Comp's	Rate: 5.84%	3,557.98			0.00					
Unemploy	Rate:	0.00			0.00			0.00		

31%  
55%

						6,001.04	6,183.02	After-School: \$6,001.04  Summer 2011: 0  Summer 2012: 0  Total Program Expense: \$12,627.31 Total CSC request: \$6,001.04  Amount of Match: \$6,626.27 Source of Match: Town of Cutler Bay
Retirement	Rate: 9.85%			6,001.04	0.00	0.00		
Other	Specify & provide calculations					0.00		
Health Ins.	Cost per Staff: \$10,200.00	8500	100%	8,500.00	0.00	8,500.00	7,140.00	After-School: \$8,500  Summer 2011: 0  Summer 2012: 0  Total Program Expense: \$15,640 Total CSC request: \$8,500  Amount of Match: \$7,140 Source of Match: Town of Cutler Bay
Life Ins.	Rate:			0.00	0.00	0.00		After-School: Included in Health Insurance Cost
TOTAL FRINGE BENEFITS				\$22,719.73	\$0.00	\$22,719.73	\$21,790.93	Exceed 30% of TCT Requested Salaries
OPERATING EXPENSES:		After-School 2011/2012			Summer 2012	2011/2012 After-School and Summer Requested Funding Total	Matching Funds Amount	
Travel (other than participants)						0.00		After-School: N/A  Summer 2012: N/A
Travel (participants)				8,054.50		8,054.50		After-School: Transportation from school for participants enrolled in the After School Program. Lease of one 8 passenger van @ \$655.45 per month x 10 months = \$6,554.50 plus \$.50 X 3,000 Miles =\$1,500
Meals (participants)				10,704.00		10,704.00		After-School: Snacks provided to students in the After School Program, Teacher's Workday Program and Holiday Camps - one snack per child per day @ \$.60/child x 75 children x 200 days=\$9,000.00; plus lunch provided for 30 children/day X 7 Teacher's Workdays X \$2.84 per day = \$596.40; plus lunch provided for 30 children/day X 13 Holiday Camp days X \$2.84/day = \$1,107.60.
Space (rent of a building)						0.00		After-School: N/A  Summer 2012: N/A
Utilities (e.g. telephone, utilities)						0.00	7,500.00	After-School: N/A  Summer 2012: N/a
Supplies - office (e.g. paper, printing, postage)				1,000.00		1,000.00	1,500.00	After-School: \$1,000  Summer 2011: 0  Summer 2012: 0  Total Program Expense: \$2,500 Total CSC request: \$1,000
Supplies-program (e.g. curricula, books)				6,800.00		6,800.00		After-School: Positive Action curriculum materials and student handouts (\$2,000) for social skills component, and \$2,000 for literacy component and SPARK materials (\$2,300.00) for Fitness component of After School Program. Puzzles, educational games, reading literature, program manuals, posters, arts & crafts supplies, etc. = \$500.00.
Non-Capital Equipment (less than \$1,000) (List each)				0.00	0.00	0.00	0.00	
Capital Equipment (greater than \$1,000) (List each)				0.00	0.00	0.00	0.00	

### Program Budget

Subcontractors (List each)		0.00		0.00	0.00	0.00		0%
Professional Services/ Independent Contractors		0.00		0.00	0.00	0.00		0%
Instructor (List each)		0.00		0.00	0.00	0.00		0%
Certified Teacher (List each)		0.00		0.00	0.00	0.00		
Tutor (List each)		0.00		0.00	0.00	0.00		
Professional Services/ Independent Contractor - Additional (List each)		0.00		0.00	0.00	0.00		
Other		1,558.52		0.00	1,558.52	0.00		
Program Specific Audit		1,158.52			1,158.52	0.00	<b>After-School:</b> \$1,158.52  <b>Summer 2011:</b> 0  <b>Summer 2012:</b> 0  <b>Total Program Expense:</b> \$1,158.52 <b>Total CSC request:</b> \$1,158.52  <b>Amount of Match:</b> 0 <b>Source of Match:</b> N/A	
Background screening		400.00			400.00	0.00	<b>After-School:</b> \$400  <b>Summer 2011:</b> 0  <b>Summer 2012:</b> 0  <b>Total Program Expense:</b> \$400 <b>Total CSC request:</b> \$400  <b>Amount of Match:</b> 0 <b>Source of Match:</b> N/A	
Other - Additional (List each)		0.00		0.00	0.00	0.00		0%
<b>TOTAL OPERATING EXPENSES:</b>		<b>\$28,117.02</b>		<b>\$0.00</b>	<b>\$28,117.02</b>	<b>\$9,000.00</b>		25%
Administrative/Indirect Costs (Can not exceed 10%)	0%				0.00			0%
<b>TOTAL BUDGET</b>		<b>\$111,761.00</b>		<b>\$0.00</b>	<b>\$111,761.00</b>	<b>\$93,562.68</b>		100%
TOTAL PROGRAM COST (REQUESTED FUNDING AND MATCH) Must agree with Total Program Budget on Agency Budget Worksheet							\$205,323.68	

**Attachment C  
OUT-OF-SCHOOL  
Programmatic Performance and Data Reporting Requirements**

**Contract No.** \_\_\_\_\_  
**Agency name:** \_\_\_\_\_  
**Program name:** \_\_\_\_\_

The Provider shall submit to The Children's Trust individual participant demographics, attendance, and outcome data for all children participating in the program as noted in the Scope of Service (Attachment A). Reporting includes electronic submission of information into The Children's Trust web-based reporting system, as well as outcome, narrative, and satisfaction survey reports, as noted below. Provider's use of The Trust's web-based reporting system requires mandatory training from The Children's Trust and a user login name.

Minimum standards for performance are described in the sections below. Failure to meet the minimum standards for performance will constitute a breach of contract. The Children's Trust reserves the right in its sole discretion to determine remedies for such breach, including, without limitation, terminating a contract, reducing funding commensurate with below-minimum performance, or imposing other remedies on providers performing below any minimum standard, or requiring "cures" or "performance improvement plans." For mid and end of the year performance reviews, Provider is awarded incremental credit for approaching the identified performance targets.

**ACTIVITIES**

- A representative Daily Schedule of Activities for each period contracted is included as Appendix 1. The schedule shall reflect the activities, frequency, and intensity as outlined in Attachment A. Provider may modify the schedule(s), however, any changes that alter the type, frequency, intensity, and/or duration of the activities will require a contract amendment. The approved Schedule of Activities is to be posted in a visible location at each service site.
- Provider will ensure that approximately 75% of the program's operating hours are accounted for in planned activities as indicated in Appendix 1.
- Provider will ensure that all children have a nutritious lunch and snack, at a minimum, during summer and full-day program days and a snack during after-school and partial day program days. Weekly menus are to be posted in a visible location at each service site.
- Provider will retain documentation (including basic materials and attendance records) from Family Involvement activities identified in Attachment A.

**PARTICIPANTS**

Eligibility - Children eligible for The Children's Trust funded out-of-school (OOS) programs will be Miami-Dade County school-age children attending elementary and middle school.

Demographics - Children's demographics (including all the items noted below), must be entered into The Trust's web-based reporting system within seven (7) calendar days of each child's first day of attendance. All children's demographics shall be updated on an ongoing basis if and when new information is collected (i.e. new address, grade level, school).

Demographic information required for all children enrolled:

- Participant's Name (last, first, middle initial)
- Parent's name (last, first, middle initial)
- Street Address, City, and Zip Code
- Gender (male, female)
- Date of Birth
- Race (American Indian/Alaska Native, Asian, Black/African American, Pacific Islander, White, Other)
- Ethnicity (Hispanic, Haitian, Other)
- English proficiency (yes/no)
- Other language(s) spoken (English, Spanish, Haitian Creole, None, Other)
- Child's Social Security #
- Child's Miami-Dade County Public Schools ID Number



- Child's Current Grade Level
- Child's Current School
- Does child have a Health Insurance? (yes/no)
- Does child have a disability? (yes/no)
- If disabled, what type? [Autism Spectrum Disorders, Chronic Medical Condition, Developmental Delay, Emotional and/or Behavioral Disorder, Hearing Impairment (or deaf), Intellectual Disability (or mental retardation), Learning Disability, Physical Disability, Speech/Language Impairment, Visual Impairment (or blind), Other]
- Documentation of disability (Individualized Family Service Plan, Individualized Education Plan, Section 504 Plan, diagnosis from a medical doctor, state certified or licensed professional; and/or disclosure by a parent/guardian); *if child is noted as having a documented disability, a hard copy of the selected documentation must be kept within the participant's file for monitoring purposes.*
- Is participant (information to be reported in the Program Narrative Report):
  - A child of a migrant farm worker (i.e., parent/caregiver crossed county or state lines in search of temporary or seasonal farm work within the past 36 months)
  - Involved with the *Dependency System* (e.g., DCF, Our Kids, full case management agencies, dependency and family courts)
  - Involved with the *Delinquency System* (e.g., DJJ, Juvenile Services Department, diversion/Civil Citation programs)

Other information to be obtained for all participants and included in the participant files:

- Medical History and Authorization (including special needs and conditions)
- Emergency Contact Information
- Transportation and Pick-up Authorizations
- Confidentiality of Client Information
- Voluntary Consent for Video and Photography
- Signed release of information to The Children's Trust and authorization to participate

Children with Disabilities - The Children's Trust expects that programs will serve children with disabilities, regardless of disability type or level, provided they can be safely and reasonably accommodated in accordance with the Americans with Disabilities Act (ADA).

Providers who may need assistance in determining whether they can safely and reasonably accommodate children with disabilities must contact their assigned Inclusion Specialist from the All Children Together (ACT) Resource Network. All children must be admitted into programs unless the assigned Inclusion Specialist determines that reasonable accommodations cannot be made.

## **PERFORMANCE MEASURES**

### **How much are you doing?**

- Attendance refers to the actual number of children (with at least one day of attendance) participating in a program during a specific time frame. Attendance cannot be entered for a given participant until her/his demographic information has been completed. During the school year, only children attending After School days may participate in programming for School Year Full Days and/or Saturdays.
- Days of Service refers to the number of days contracted to be delivered by providers during the school year and/or summer. During the school year, 180 after school days of service must be offered. A minimum of 6 consecutive weeks (or 29 days) must be offered during the summer.
- Average Attendance Per Day reflects the average number of contracted slots/seats that are filled daily. The Children's Trust recognizes that not all children will attend their out-of-school program every day. However, material compliance with this contract requires that a minimum of 85% of contracted slots for participating children will be occupied on a daily basis.
- Output Utilization refers to the number of units served, which is equivalent to the total number of days attended across all children. "Actual" utilization is calculated by summing the total number of days attended by all children. "Proposed" utilization is based on the total number of contracted slots multiplied by the total number of contracted sessions. The actual utilization during the selected time frame is then divided by the proposed utilization. During any given time frame, The

Trust requires that providers serve a minimum of 85% of the units of service contracted (children x days) to be served.

- Testing Compliance ensures that all assessments are given at the appropriate time intervals. The Trust requires that tests are administered during specific windows of time, and assessments for all contracted outcomes must be given based on these time frames. All children with at least one day of attendance during a test administration timeframe must receive an assessment. Additionally, children leaving the program before its completion should be post-tested, if prior notice is given.
  - School Year Pre-test: Test children within 30 calendar days of each child's first day of attendance.
  - School Year Mid-test: Administer tests between December 1<sup>st</sup> and January 15<sup>th</sup>.
  - School Year Post-test: Administer tests between May 1<sup>st</sup> and June 7<sup>th</sup>.
  - Summer Pre-test - Test within 14 calendar days of each child's first day of attendance. Providers may also opt to use school year post-test results as summer pre-tests for returning children. This is permissible only if the school year post-test was administered within two weeks of the child's start date in summer camp.
  - Summer Post-test – Test during the final 14 calendar days of summer camp.
- Matched Sets Compliance tracks number of children receiving at least two tests within a review period. Two testing points are necessary in order to evaluate whether a child has made progress. Only children with long-term program enrollment will be included in a review of matched sets data. This is defined as any child with 90+ calendar days of program enrollment. At the midyear, 90% of children are required to have matched sets, and at the end of the school year 95% are required to have matched sets. By the end of summer camp, 90% of children are required to have matched sets.

### How well are you doing?

- Engagement refers to the average number of after school days each child has attended based on the child's first day of attendance through an end date. Only children enrolled in the program for at least 14 calendar days will be included in the school year engagement calculation. Participants are required to attend a minimum of 80% of program days offered by the midpoint, and 70% by end of school year. Engagement will not be evaluated during summer camp.
- Satisfaction surveys must be administered to all children, youth, and their parents once during the school year in March and once during the summer. Providers have the option to administer the satisfaction surveys from The Children's Trust (which can be found at The Children's Trust website) or to use a satisfaction survey of their choosing. Providers are required to submit a summary of their school year survey results through an online survey by April 15, 2012. Results of summer camp surveys must be reported online by September 15, 2012.

### Is anyone better off?

- Outcomes represent the best means of evaluating a program's impact on a participant. The purpose of evaluation is to promote improvements in participant achievement, and to facilitate changes in program practices that result in improved outcomes. To that end, we expect that all children will be evaluated and that all children (and programs) can improve as result. All children attending OOS programs will be tested using the Oral Reading Fluency (ORF) assessment and the Progressive Aerobic Cardiovascular Endurance Run (PACER). Results for ORF and PACER, as well as additional assessments, must be reported in The Trust's web-based data reporting system. Providers should meet the performance measures and targets required by the specific contract terms found in Attachment A (Scope of Services).
  - The original format of ORF and PACER may not be appropriate for all children. In these cases, providers must review approved *adaptation* options for the ORF and/or PACER assessments. *Alternate assessments* are conducted for children who are not able to respond to the original or adapted ORF and/or PACER assessment methods. Alternate assessments to ORF and PACER are reserved for children with disabilities. The Children's Trust website contains additional information regarding ORF/PACER adaptations, as well as the process for selecting alternate assessments.

### TRAINING AND QUALITY IMPROVEMENT

The Children's Trust offers a variety of trainings on important topics. The Provider is required to ensure attendance by appropriate agency and/or program staff at the following trainings annually: Oral Reading Fluency, Progressive Aerobic Cardiovascular Endurance, training on The Trust's web-

based data reporting system, School-Age Care Environmental Rating Scale, New and Renewal Contract Development and Contract Management trainings, Quarterly Provider Meetings, and other topical trainings offered throughout the contract year. Provider must attend a minimum of one training regarding inclusion of children with disabilities during each contract year. In addition, full participation is required with Project RISE (Research, Inspiration, Support, and Evaluation), the All Children Together (ACT) Resource Network, and other Trust-funded initiatives that may be appropriate.

- Project RISE (<http://cps.nova.edu/projectrise/>)

The Children's Trust requires that Trust-funded out-of-school providers fully participate with Project RISE, a quality improvement initiative offered to support and improve the services available to Miami-Dade children and youth. Providers (including all staff involved in test administration) are required to become recertified in ORF and PACER administration annually.

- All Children Together Resource Network ([http://ccdh.org/act/about\\_act/](http://ccdh.org/act/about_act/))

The Children's Trust requires that providers attend trainings to educate them about the inclusion of children with disabilities during the contract year. Inclusion requires that programs be appropriately adapted to meet the needs of all participating children. The ACT Resource Network is a resource available to offer training, technical assistance, mentoring, and consultation regarding provision of services to children with disabilities.

### **REPORTING SUBMISSION AND DATA ENTRY**

- Participant attendance for a given month is required to be entered into The Trust's data reporting system by the fifteenth (15<sup>th</sup>) of the following month, exclusive of legal holidays or weekends.
- The Program Narrative Report captures a report of program's successes, support needs, and volunteer participation. The report is captured on a standard Word document, which is available on The Trust's website for download. The report must be submitted quarterly (see below).
- Scores for the ORF and PACER tests as well as aggregate data for other assessments must be entered into The Trust's online data reporting system as follows. If the due date falls on a weekend/holiday, then reports are due the following business day.

	Due Date	What to Report
<b>School Year 2011-2012</b>	15 <sup>th</sup> Day Each Month	- Enter prior month's attendance data <u>and</u> any new pre-test data into The Trust's web-based reporting system
	October 15, 2011	- Send Program Narrative Report to Contract Manager
	January 31, 2012	- Send Program Narrative Report to Contract Manager - Enter mid-test data into online data reporting system
	April 15, 2012	- Send Program Narrative Report to Contract Manager - Respond to online survey requesting overview of satisfaction survey responses
	June 15, 2012	- Send Program Narrative Report to Contract Manager - Enter post-test data into online data reporting system
<b>Summer Camp 2012</b>	15 <sup>th</sup> Day Each Month	- Enter prior month's attendance data <u>and</u> any new pre-test data into The Trust's web-based reporting system
	September 15, 2012	- Send Summer Program Narrative Report to Contract Manager - Respond to online survey requesting overview of satisfaction survey responses - Enter post-test data into online data reporting system

**\*If the identified due date falls on a weekend/holiday, then reports are due the following business day.**

### **PROFILE WITH SWITCHBOARD OF MIAMI**

Provider shall create and/or update agency and program profiles, and site(s) information in the Community Resource Directory maintained by Switchboard of Miami. Provider shall maintain accurate information for the duration of this Contract term to facilitate referrals. Evidence that the profile(s) has been created or updated must be provided to the Contract Manager within 30 days of execution of this Contract.

TAB 8

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

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF AN REQUEST FOR PROPOSAL (RFP) TO EFFECTUATE THE INTENT AND PURPOSE OF THE FLORIDA CLEAN ENERGY GRANT; PROVIDING FOR TOWN MANAGER AUTHORIZATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in May of 2010, the Town of Cutler Bay applied for a Florida Clean Energy Grant from the Executive Office of the Governor and Florida Energy and Climate Commission (the “FECC”); and

**WHEREAS**, on June 18, 2010, Town staff submitted a detailed grant application for the “Town Hall Goes Green” project, which consists of retro-fitting both interior and exterior lighting systems as well as install an electric vehicle charging station in the parking lot of Town Hall, and establish a “Going Green” community awareness program.

**WHEREAS**, the FECC has awarded the town a grant (“the Grant”) in the amount of one hundred and fifty-two thousand eight hundred dollars (\$152,800.00) contingent on the Town providing matching funds in the amount of one hundred and thirteen thousand, eight hundred and fifty-five dollars (\$113,855.00) from the general fund – grant match reserves; and

**WHEREAS**, the total amount of the FECC grant is two hundred and sixty-six thousand, six hundred and fifty-five dollars (\$266,655.00); and

**WHEREAS**, the FECC grant requires the issuance of an RFP consistent with the requirements set forth in the grant for the purchase and installation of energy efficient lighting; and

**WHEREAS**, the town council further authorizes the town manager to issue and advertise for a Request for Proposal (RFP) to effectuate the intent and purpose of the Florida Clean Energy Grant, contingent on the RFP being approved by the State’s Energy Office; 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.**     **Recital.**    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 to effectuate the intent and purpose of the Florida Clean Energy Grant, contingent on the RFP being approved by the State's Energy Office.

**Section 3.**     **Authorization.**    The town manager is hereby authorized, on behalf of the town, to negotiate and enter into a Professional Service Agreement with the first ranked firm. In the event the Town Manager is unable to negotiate a satisfactory agreement with the first ranked firm, then the Town Manager may negotiate and execute an agreement with the next highest ranked firm(s), in order of ranking.

**Section 4.**     **Effective Date.**    This Resolution shall take effect immediately upon enactment.

PASSED and ADOPTED this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2011.

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

Attest: \_\_\_\_\_  
ESTHER 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 \_\_\_\_\_



## Office of the Town Manager

Steven J. Alexander  
Town Manager

# MEMORANDUM

To: Mayor and Town Council

From: Steven Alexander

Date: August 17, 2011

Re: Staff Report – Resolution Authorizing the Issuance of an RFP for Installation of Energy Efficient Lighting and Electric Vehicle Charging Station in the Cutler Bay Town Center

## REQUEST

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF AN REQUEST FOR PROPOSAL (RFP) TO EFFECTUATE THE INTENT AND PURPOSE OF THE FLORIDA CLEAN ENERGY GRANT; PROVIDING FOR TOWN MANAGER AUTHORIZATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

## INTRODUCTION

In May of 2010, the Florida Energy and Climate Commission issued the grant request, Florida Clean Energy Grant Program, with the purpose to provide funding for energy efficiency and renewable energy programs in order to maximize annual energy savings, cost savings and carbon emission reductions, as well as maximize job creation associated with clean energy projects.

On June 18, 2010 Town staff submitted a detailed grant application for the “Town Hall Goes Green” project, which consists of retro-fitting both interior and exterior lighting systems as well as install an electric vehicle charging station in the parking lot of Town Hall, and establish a “Going Green” community awareness program.

As part of the implementation phase of this project, the Town is required to issue an RFP consistent with the requirements of the grant for the purchase and installation of energy efficient lighting, and installation of an electric vehicle charging station. The lighting will be installed in the interior of the Cutler Bay Town Center. The project also consists of replacing two high-density discharge lamps located at the exterior of the building with a solar powered LED unit and installation of an electric vehicle charging station.







This RFP is in substantial form and is subject to the State's Office of Energy review and approval.

**RECOMMENDATION:**

The staff recommends approval of this Resolution.



**TOWN OF CUTLER BAY  
REQUEST FOR PROPOSALS  
11-\_\_**

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**PURCHASE AND INSTALLATION OF ENERGY EFFICIENT  
LIGHTING AND ELECTRIC VEHICLE CHARGING STATION**

**SUBMITTAL DATE: TBD**

**REQUEST FOR PROPOSALS**  
**RFP # 11-\_\_ PURCHASE AND INSTALLATION OF ENERGY EFFICIENT LIGHTING**  
**AND ELECTRIC VEHICLE CHARGING STATION**

Pursuant to Section 255.20 and 287.055 Florida Statutes, the Town of Cutler Bay (the "Town"), a municipality located in Miami-Dade County, Florida, is requesting proposals from qualified firms to purchase and install energy efficient lighting, and electric vehicle charging station to be located at the Cutler Bay Town Center.

This project is being partially federally funded through the American Recovery and Reinvestment Act of 2009 (ARRA). Successful proposer will be required to abide by the guidelines set forth in the provisions of the grant. Section 4.30 of this RFP outlines the basic ARRA provisions associated with this RFP.

The Town intends to execute an agreement with selected Firm for providing these services. **Interested firms should visit the Town's website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Request for Proposals package. Packages may also be picked up at the following location:**

**Town of Cutler Bay**  
**10720 Caribbean Blvd., Suite 105**  
**Cutler Bay, FL 33189**

Sealed submittals must be received no later than TBD and be clearly marked on the outside, **"RFP # 11-\_\_ Purchase and Installation of Energy Efficient Lighting and electric vehicle charging station"**. Late submittals and electronic submittals will **not** be accepted.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning this Town's' competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written 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 reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services.

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Steven J. Alexander  
Town Manager

## **Request For Proposals**

**SUBJECT:** Purchase and install energy efficient lighting and electric vehicle charging station at the Cutler Bay Town Center.

**PROPOSAL DUE DATE:** On or before TBD

**SUBMIT TO:** **Office of the Town Clerk  
Town of Cutler Bay  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189**

**RFP NUMBER:** 11-\_\_

### **1.0 INTRODUCTION:**

#### **1.1 INTENT:**

The purpose of this document is to provide information on the Services required by the Town for the Cutler Bay Town Center Energy Efficient Lighting and Electric Vehicle Charging Station project, the requirements and guidelines for submitting a response to this RFP (the Response or the Proposals package), the Firm selection process and the schedule.

#### **1.2 BACKGROUND:**

The Town of Cutler Bay has a diverse population of over 41,000, and desires to engage the services of qualified firms to purchase and installation services to upgrade interior and exterior lighting in the Cutler Bay Town Center building as well as install an electric vehicle charging station in the building's parking lot. The Town is located in the southeast corner of Miami-Dade County and is approximately 10 square miles in size. The Town delivers a majority of its public and community services by utilizing firms employing sound business practices with an emphasis on excellence and effective customer service principles.

#### **1.3 SERVICES SOUGHT:**

The Town is seeking qualified firms to provide Purchase and Installation services for the Cutler Bay Town Center Energy Efficient Lighting and Electric Vehicle Charging Station project (the "Services"). It is estimated that the cost for the project will be \$200,000; the project will likely include, but not be limited to, the following components:

- Replace or retrofit interior lighting and replace switches to energy efficient lighting throughout the building. This phase of the project consists in:
  - Replace T-12 lamps, numbering 930 units and associated ballast throughout the building with T-5 lamps, number 930 units and associated ballast
  - Replace small T-12 lamps, numbering 92 units and associated ballast throughout the building with small T-5 lamps, numbering 92 units and associated ballast
  - Replace T-9 lamps, numbering 28 units and associated ballast located in two stairwells with LED lamps, numbering 28 units and associated ballast
  - Replace incandescent lamps, numbering 18 units located outside bathrooms with LED lamps numbering 18 units
  - Replace light switches, numbering 221 units throughout building with motion sensors, numbering 221 units

- Replace two-high density discharge lamps from lighting stanchion that illuminates the building with one solar-powered LED unit
- Install one Electric Vehicle Charging Station in the building's parking lot
- Lighting products, including ballast removed from the building will be disposed of by the contractor through Veolia Environmental Services, N.A., a recycler of hazardous waste.

The successful firm will provide all lighting purchase and installation services including, but not limited to: project design, completion of construction documents, permitting, construction and construction management.

The successful firm(s) may supplement in-house resources with private individuals or companies, subject to prior Town approval. The successful firm(s) shall have the necessary financial resources to assume extensive and large expenditures.

All information and references submitted will be considered in the selection process. The Town reserves the right to request clarification of information submitted, to interview respondents and to request additional information of one or more respondents to assist in the evaluation of submittals and to establish, to the Town's satisfaction, the responsibility, Proposals, and financial ability of any proposer.

#### **1.4 RFP SCHEDULE:**

<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
Advertisement/ Distribution of RFP & Cone of Silence begins	TBD	TBD
Deadline to submit requests for clarification	TBD	TBD
<b>Deadline to Submit RFP-Response</b>	TBD	TBD
Announcement of short-listed Consultants	TBD	TBD
<b>Oral presentations (if necessary)</b>	TBD	TBD
Announcement of selected Consultants/ Cone of Silence ends	TBD	TBD

\*The Town reserves the right to change the scheduled dates and time.

#### **1.5 EVIDENCE:**

The submission of a Proposal shall be prima facie evidence that the Consultant is familiar with and agrees to comply with the contents of this RFP.

#### **1.6 CLARIFICATION AND ADDENDA TO RFP SPECIFICATIONS:**

If any person contemplating submitting a Proposal under this RFP is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, the Proposer must submit to the Town, by no later than TBD, a request for clarifications. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretations of the RFP, if made, will be made only by Addendum duly issued by the Town. The Town shall issue an Informational Addendum if clarification or minimal changes are required. The Town shall issue a formal Addendum if substantial changes, which impact the technical submission of Proposals, are required. A copy of such Addendum will be delivered to

each Proposer receiving the RFP. In the event of conflict with the original Contract Documents, Addendum shall govern all other contract documents to the extent specified. Subsequent Addenda shall govern over prior addenda only to the extent specified.

**The Proposer shall be required to acknowledge receipt of the Formal Addendum by signing the Addendum and including it with the Proposal.** Failure of a proposer to include a signed formal Addendum in its Proposal shall deem its Proposal non-responsive; provided, however, that the Town may waive this requirement in its best interest. The Town will not be responsible for any other explanation or interpretation made verbally or in writing by any other Town representative.

### **1.7 QUESTIONS:**

Questions concerning this RFP should be directed in writing to:

Esther B. Coulson, Town Clerk  
Town of Cutler Bay  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189

Issues of substance that are brought to the attention of the Town will be responded to in writing, and copies provided to all firms who have received copies of the RFP.

### **1.8 TOWN'S RIGHTS:**

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services. The Town Manager shall make a recommendation to the Town Council who shall make a final determination and award of proposal(s).

All materials submitted in response to the RFP become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the Town Manager's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

### **1.9 DEMONSTRATION OF COMPETENCY:**

1. Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals will only be considered from firms which are regularly engaged in the business of providing the Services as described in this RFP. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the Services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the Town.
2. The Town may, during the period that the contract between the Town and the successful

Proposer is in force, review the successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this RFP. Irrespective of the Proposer's performance on contracts awarded to it by the Town, the Town may place said contracts on probationary status and implement termination procedures if the Town determines that the successful Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the Proposal evaluation period in order to comply with this demonstration of competency section.

## **2.0 CONTENTS OF PROPOSAL:**

The Proposal shall include the following information at a minimum:

1. Proposals of firm and principals, including but not limited to: firm's history; number of years in business; local availability of key personnel; demonstrated ability to comply with all applicable laws and regulations; ability to plan, coordinate and construct a variety of public works and/or parks and recreation facilities of various size, scope and complexity. All Proposals shall be written in sufficient detail (on 8 1/2" X 11" paper) to permit the Town to conduct a meaningful evaluation of the Proposal, **but under no circumstances should the total length of the proposal exceed 30 pages.** The Proposal must include the following information:

### **I) Cover Page**

The attached Proposal Form (Section 5) is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the Proposal.

### **II) Table of Contents**

The table of contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

### **III) Executive Summary**

Provide a brief summary describing the Proposer's ability to perform the Services requested in this RFP; a history of the Proposer's background and experience in providing similar services; a list of the Proposer's personnel to be assigned to this project; the subcontractors or subconsultants and a brief history of their background and experience; and, any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP. This summary should be brief and concise to advise the reader of the basic services offered, experience and Proposals of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

### **IV) Work Plan**

The Town is seeking proposals for purchase and installation services to upgrade the current lighting within the Cutler Bay Town Center to energy efficient lighting and install an electric vehicle charging station. The Services required to complete this work are more specifically defined in the following Work Plan. The following is to be used as a **guideline only**; creativity and innovative concepts are welcome.

#### A. Overview & Resources

1. Purchase and Installation Services including, but not limited to: project design, completion of construction documents, permitting, construction and construction management.
2. Coordination with government agencies as may be required to complete and implement the stated tasks is the responsibility of the Firm.

#### B. Summary

The Proposal for purchase and installation services should include at a minimum, the following information on how the prospective Firm will achieve the defined project deliverables.

1. The overall approach to the Plan, including project management and methodology.
2. A work plan detailing tasks needed to complete the project.
3. Competence of Firm, including experience with Electrical Installation projects (including electric vehicle charging stations)
4. Experience of Personnel
5. Capacity to commence the project quickly/ experience with fast-tracked projects

#### V) Proposer's Experience and Past Performance

a) Describe the Proposer's organization; history and background; tax status; principals; officers; owners; board of directors and/or board of trustees; the primary markets served; the total current number of employees; the current number of professional employees by classification; and state the number of years that the Proposer has been in existence.

b) Provide a detailed description of a minimum of three (3) contracts (of varying scopes of service) which the Proposer has either ongoing or completed within the past three (3) years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities.

c) Describe any other experiences related to the work or services described in the Scope of Services, and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training. etc.). Of particular interest is your experience with Green or sustainable projects, given that this project will consist of upgrading current lighting fixtures to energy efficient lighting fixtures and installing an electric vehicle charging station.



VI) Key Personnel and Subcontractors Performing Services

(a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.

(b) List the names and addresses of all major first-tier subcontractors or subconsultants, and describe the extent of work to be performed by each first-tier subcontractor or subconsultant.

(c) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. All key personnel shall include all partners, managers, seniors and other professional staff that will perform work and/or services on this project.

d) Please describe your capacity for beginning this project quickly, including the availability of key personnel for pre-construction and construction services. Also describe the experience of your proposed team with similar fast-tracked projects.

VII) Licenses, Permits and Insurance

Provide all necessary Federal State, County, and local licenses and permits relating to providing the Services; and copies of insurance certificates indicating proof of insurance and extent of coverage as described in Section 4.6 herein.

Proposers must submit five (5) copies of the Proposal, one of which shall be an unbound original. All costs associated with the response to this RFP shall be borne solely by the Proposer.

In accordance with Chapter 119, Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the RFP and the responses thereto shall be public records. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting state or federal law.

**3.0 EVALUATION OF PROPOSALS:**

1. A Selection Committee consisting of the Town Manager or his designee, Community Development Director and Public Works Director will evaluate written Proposals. Evaluation will include the following criteria:

	<u>Criteria</u>	<u>Potential Points</u>
1.	Work Plan	20
2.	Experience & Past Performance	35
3.	Capacity to Commence Work Quickly	20
4.	Quality of Similar Projects	10
5.	Personnel Expertise	10
6.	Compliance With Submission Requirements	5
	Total Points Available	100

2. The highest ranked Proposals will be identified and those firms may be requested to make a formal presentation before the Selection Committee TBD Location: Town Hall, 10720 Caribbean Boulevard, Suite 105, Conference Room. The selected firms will then be ranked according to the content of their Proposals, presentations and any other relevant information. The Town Manager will then execute an agreement with the selected firms to provide the Services for the Town.

### **3.1 PROPOSAL TABULATIONS:**

Proposers desiring a copy of the Proposal tabulation may request same by enclosing a self-addressed stamped enveloped with the Proposal.

### **3.2 PROTESTS, APPEALS AND DISPUTES:**

All protests, appeals and disputes with respect to this RFP shall be governed by the protest or procedures of the Town purchasing ordinance which shall be strictly construed. In the event of a protest, the decision of the Town Council shall be final and conclusive.

### **3.3 AWARD OF CONTRACT:**

A contract may be awarded to the Proposer(s) who's Proposal(s), conforming to the RFP, are most advantageous to the Town. The Town reserves the right to award to one or more than one Proposer(s), make no award based on this RFP, or rejects all Proposals and such decision shall not give rise to any claim by any person for any damages including but not limited to the costs of preparation of a Proposal.

### **3.4 NEGOTIATIONS:**

The Town reserves the right to enter into negotiations with the selected respondent, and if the Town and the selected respondent cannot negotiate a mutually acceptable contract, the Town may terminate the negotiations and begin negotiations with the next selected respondent and this process may continue until a contract has been executed or all responses have been rejected.

### **4.0 OTHER CONDITIONS:**

#### **4.1 PURCHASING ORDINANCE:**

Firms are specifically advised that the Town's purchasing ordinance (06-22) and the Town ordinance revising the Cone of Silence (09-12) apply to this RFP and to all RFP and are incorporated herein by reference. Firms are advised to familiarize themselves with their requirements.

#### **4.2 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, and Town Ordinance 09-12. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFP") 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 RFP, RFP and bid after the advertisement of said RFP, 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 RFP, 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 RFP, 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 RFP, 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.
- (12) Communications to enable Town Manager to answer specific questions from the Town Council at any time regarding any RFP, RFP or bid process or award.

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 RFP award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

### **4.3 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.

### **4.4 PROTEST PROCEDURES**

With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFP, 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.

### **4.5 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.

#### **4.6 ADDITIONS/DELETIONS OF FACILITIES:**

It is hereby agreed and understood that additional Electrical Installation projects and/or additional scope of services related to the project described herein may be added/deleted to/from the contract at the option of the Town.

#### **4.7 INSURANCE:**

Proposers must submit with their Proposal, proof of insurance meeting or exceeding the following requirements:

1. Workmen's Compensation Insurance – statutory requirement.
2. Employer's Liability Insurance - \$1,000,000.
3. Comprehensive General Liability Insurance – This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.
  - a. Bodily Injury: \$1,000,000;
  - b. Property Damage: \$500,000 each occurrence.
4. Comprehensive Automobile Liability Insurance – This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.
  - a. \$1,000,000 each person;
  - b. \$1,000,000 each occurrence bodily injury;
  - c. \$500,000 each occurrence property damage;The policy must provide coverage for non-owned and hired automobiles.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

The successful proposer must submit, prior to commencement of any work, a Certificate of Insurance showing the Town as an additional insured. Contractor's insurance certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Town.

#### **4.8 INDEMNIFICATION:**

The Proposer shall agree to indemnify and hold harmless the Town, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, caused by a negligent act or omission, misfeasance, or malfeasance of the proposer, its agents, servants, or

employees, including fines, fees, expenses, penalties, or suit proceedings, actions and costs of action, and attorney's fees for trial and on appeal, and any kind and nature arising or growing out of the actions of the Proposer connected with the performance of the agreement, whether by act or omission of the Proposer, its agents, servants, employees or others; unless said claim for liability is caused by the negligence, misfeasance or malfeasance of the Town or its agents or employees.

#### **4.9 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Proposers are required to enter or go onto Town property to deliver materials or perform work or services as a result of a proposal award, the successful Proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and Town requirements.

The Proposer shall be liable for any damages or loss to the Town occasioned by negligence of the Proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her Proposal.

#### **4.10 PAYMENT AND PERFORMANCE BOND:**

Within ten (10) working days following notice of award of a specific project by the Town, the successful Proposer shall furnish to the Town, a Payment and Performance Bond in the total amount of the Cost to the Town for the specified project (to be determined at the time of award). The Payment and Performance Bond can be in the form of a Cashier's Check, made payable to the Town of Cutler Bay; a bond written by a surety company authorized to do business in the State of Florida that shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract, and should clearly and expressly state that it cannot be revoked until express written approval has been given to the Town. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

As a part of their Proposal, Proposer must submit exhibits in the form of letter(s) of reference from bank(s) and a letter from a bonding agent confirming financial ability and bonding capacity of the Applicant. The surety company must also provide a copy of their current license. The firm shall be required to hold a 100% Performance and Payment Bond on the basis of the Guaranteed Maximum Price furnished pursuant to Section 255.05 F.S.

#### **4.11 LIQUIDATED DAMAGES:**

Substantial completion times will be mutually agreed upon between the successful contractor and the Town as part of the project agreement. Liquidated damages in an amount as yet to be determined will be deducted from the contract sum for each calendar day elapsing beyond the specified time for completion.

#### **4.12 TERMINATION FOR DEFAULT:**

If Consultant defaults in its performance under a Contract and does not cure the default within 30 days after written notice of default, the Town Manager may terminate the contract, in whole or in part, upon written notice without penalty to the Town. In such event the Consultant shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Consultant was not in default or (2) the Consultant's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Town

under Section 4.11.

**4.13 TERMINATION FOR CONVENIENCE:**

The Town Manager may terminate a contract, in whole or in part, upon 30 days prior written notice. If the Contract is so terminated, the Town shall be liable only for payment in accordance with the payment provisions of the contract for those services rendered prior to termination.

**4.14 GOVERNING LAW AND VENUE:**

The validity and effect of the contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of the contract shall take place in Miami-Dade County, Florida.

**4.15 ATTORNEY'S FEES:**

In connection with any litigation, mediation and arbitration arising out of the contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

**4.16 NO PARTNERSHIP OR JOINT VENTURE:**

Nothing contained in the contract will be deemed or construed to create a partnership or joint venture between the Town and Contractor, or to create any other similar relationship between the parties.

**4.17 PARTIAL INVALIDITY:**

If any provision of the contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of the contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of the contract shall be valid and enforced to the fullest extent permitted by law.

**4.18 SECTION HEADINGS:**

The headings to the various paragraphs of the contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions thereof.

**4.19 ENTIRE AGREEMENT:**

The contract shall consist of this Town RFP, Contractor's Response and any written project agreement entered into by the Town and Contractor, and shall represent the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the project agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the RFP and/or response, first the project agreement, then the RFP, and then the response shall control. The contract may be modified only by a written agreement signed by the Town and Contractor.

#### **4.20 ASSIGNMENT:**

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

#### **4.30 ARRA FEDERAL PROVISIONS**

Successful firm's contract, including small purchases shall contain the following provisions:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides



that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
6. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
7. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.
8. **Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**
9. **Assist the Commission in complying with the State Energy Conservation Program as described in the Code of Federal Regulations, Title 10, Parts 420 and 450 and guidance issued by the U.S. Department of Energy and subsequent guidance issued by the U.S. Department of Energy; the Financial Assistance Rules described in Title 10, Part 600, as well as those regulations concerning the use of oil overcharge recovery funds.**
10. **Compliance with the provision included in Title XV and Title XVI of Public Law 111-5, the American Recovery and Reinvestment Act of 2009.**
11. **Segregation of Costs** – Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track, and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

12. **False Claims Act** – Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principle, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**5.0 Proposal Form****TOWN OF CUTLER BAY  
PROPOSAL FORM**

Deliver proposal to:

TOWN OF CUTLER BAY

**PURCHASE AND INSTALLATION OF ENERGY EFFICIENT  
LIGHTING AND ELECTRIC VEHICLE CHARGING STATION**

Town Clerk

RFP # 11-\_\_

10720 Caribbean Blvd., Suite 105

Cutler Bay, FL 33189

Due on or before TBD @ above address.

VENDOR NAME:

PHONE NUMBER:

( )

VENDOR MAILING ADDRESS:

FAX NUMBER :

( )

CITY, STATE AND ZIP CODE :

TOLL FREE NUMBER:

(800)

PROPOSAL CONTACT PERSON (PLEASE PRINT CLEARLY)

EMAIL ADDRESS:

F.E.I.D. NUMBER:

Proposer's Organizational Structure:

\_\_\_\_ Corporation \_\_\_\_ Partnership \_\_\_\_ Proprietorship \_\_\_\_ Joint Venture

\_\_\_\_ Other (Please Explain): \_\_\_\_\_

**If a Corporation:**

Date Incorporated/Organized: \_\_\_\_\_

State Incorporated/Organized In: \_\_\_\_\_

State(s) Registered in as Foreign Corporation: \_\_\_\_\_

Proposer's Additional business activities other than Design-Build services:

List names of proposer's subcontractors or subconsultants on this project:

Printed Name &amp; Title of Authorized Representative

Signature of Authorized Representative::

Date:

## **APPENDIX A**

### **ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that it has read, understand and is willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

#### **E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:**

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Town of Cutler Bay awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

\_\_\_\_\_being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

\_\_\_\_\_,the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed Work;

Signed, sealed and delivered In the presence of

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

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned.)

- ☐ Personally known to me, or
- ☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- ☐ Did take an oath. or
- ☐ Did not take an oath.

## APPENDIX C

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_ Project Name \_\_\_\_\_

Name: \_\_\_\_\_ Project Number \_\_\_\_\_

Firm/Agency: \_\_\_\_\_

Street Address: \_\_\_\_\_

CFR 24.510 & 24 CFR, Part 24, Appendix A

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ED Form GCS-009, 6/88



## Appendix-D

### 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

## Appendix-E

### BUY AMERICA CERTIFICATE OF COMPLIANCE

For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount of \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the engineer's written approval prior to incorporating the material into the project.

The Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323 (j) (I). Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to Section 165 (b) (2) or (b) (4) of the Surface Transportation Assistance Act of 1982 and regulation in 49 CFR 661.7.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Appendix-F

### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
Appendix A – 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions {as amended by “Government Wide Guidance for New Restrictions on Lobbying”, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)}
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {{Note: Pursuant to 31 U.S.C. § 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}}.

Appendix – F Page 1 of 2

The Contractor, \_\_\_\_\_, certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date 

---

**Appendix-G**  
**TOWN OF CUTLER BAY**

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA        }  
                                      }  
COUNTY OF MIAMI-DADE }       SS:

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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

## Appendix-H

### **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 verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than 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 \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(type of identification) My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped Commissioned  
name notary public)



TAB 9

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE  
TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR MOBILE FOOD  
SERVICES OPERATIONS SPECIAL EVENTS; PROVIDING FOR  
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the “Town”) Code of Ordinances (the “Town Code”) currently allows special events within the Town; and

**WHEREAS**, the Town considers mobile food operations to be special events and desires to further regulate such operations within the Town; and

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

**NOW, THEREFORE, BE IT ORDAINED 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.    Mobile Food Services Ordinance.**    The Town Council hereby adopts the following Ordinance as follows:

**(A)    Intent.**

The intent of this Ordinance is to establish a formal process and standards to relating to mobile food service operators within the Town.

**(B)    Definitions.**

Mobile Food Service Operation – The preparation/cooking, serving and/or sale of food conducted from a portable stand, vehicle or trailer. Each individual portable stand, vehicle, or trailer shall be considered a mobile food service operation.

**(C)    Mobile Food Service Special Event (MOFSE).**

A special event consisting of a concentration of Mobile Food Service Operations shall be permitted without a public hearing provided:

- (1) The MOFSE shall be limited to one (1) per week at the same location per calendar year.
- (2) The MOFSE shall be permitted to operate in all nonresidential zoning districts. No Mobile Food Service Operations shall operate within two blocks of a school on weekdays from 7:30 a.m. to 5:00 p.m.
- (3) The MOFSE shall be operated no later than 10:00 p.m. on weekdays, midnight on weekends. Up to four days per calendar year, a MOFSE may operate until midnight on a weekday, provided that it occurs on a holiday, and provided that these four dates are included as part of the schedule of events provided in the application and are indicated on the certificate of use.
- (4) The MOFSE shall not be permitted to sell alcoholic beverages.
- (5) In the event of erection of temporary structures or stages, the MOFSE shall obtain a building permit from the Town. Temporary structures or stages shall meet the requirements set forth in the Florida Building Code, as amended from time to time.
- (6) A certificate of use shall be obtained for each MOFSE site on an annual basis.
- (7) A certificate of use package for the MOFSE sites shall be obtained, completed and submitted to the Town's Department of Community Development. The complete package shall include all of the following information:
  - (7.1) Notarized letter from property owner of record authorizing the MOFSE described in the application package and designating a MOFSE Coordinator and an alternate.
  - (7.2) Written waivers of objection from eighty (80) percent of the owners or residents of residentially zoned properties within one thousand (1,000) feet. The Director shall not count unoccupied properties in calculating the eighty (80) percent.
  - (7.3) Schedule of events.
  - (7.4) Notification and sign-off from the Town of Cutler Bay Police Department.
  - (7.5) A traffic safety and security plan.
  - (7.6) Narrative from applicant describing the hours of operations, estimated public attendance, and description of any amenities provided.

- (7.7) Copies of State licenses of each of the individual Mobile Food Service Operations participating.
- (7.8) The maximum number of individual Mobile Food Service Operations which may be present at the MOFSE. This maximum number shall be indicated on the certificate of use.
- (7.9) Site Plan or survey indicating the following, which shall consider the MOFSE's estimated public attendees and maximum number of individual Mobile Food Service Operations:
  - (a) General placement of the individual Mobile Food Service Operations.
  - (b) Location of refuse facilities, if not hauled away by the individual Mobile Food Service Operations.
  - (c) Location of sanitation facilities.
  - (d) Location of on-site and off-site parking areas.
  - (e) Lighting fixtures, if applicable.
  - (f) Rights-of-way, internal circulation and ingress and egress.
  - (g) If it is found that the MOFSE is operating in a manner not consistent with the representations made in the application package provided to the Department the Director shall have the authority to revoke the Certificate of use immediately.
- (7.10) A certificate of use for a MOSFE is nontransferable and nonrefundable. The Certificate of use shall apply for the operation of the event at the designated approved location, for the type of food service, and for the permit holder for which it was granted.

**(D) MOFSE Coordinator.**

Each MOFSE shall have a coordinator. The designated MOFSE coordinator shall:

- (1) Assist in the placement/positioning of individual Mobile Food Service Operations in a MOFSE.
- (2) Maintain for inspection, at the MOFSE site, all pertinent documentation provided by the individual Mobile Food Service Operations such as proof of licensing and insurance.
- (3) Assure compliance with hours, clean-up and other Certificate of use requirements.

**(E) Operational Requirements.**

The following requirements shall apply during the operation of a Mobile Food Service Operation in the Town:

- (1) No food shall be stored, displayed, or served from any place other than the approved vehicle. The use of tables, benches, and other such devices to display or serve items is prohibited.
- (2) Food condiments shall be protected from contamination. Food condiments provided for customer self-service shall be prepackaged or shall be from approved dispensing devices.
- (3) Utensils and equipment shall be handled and stored so as to be protected from contamination. Single-service utensils shall be obtained from sanitary containers or approved sanitary dispensers, stored in a clean, dry place until used, handled in a sanitary manner, and used only once.
- (4) Vehicles shall comply with all applicable health and sanitary laws of the county and state.
- (5) The Mobile Food Service Operation license holder shall be responsible for keeping the operational area clean. The refuse receptacle shall be adjacent to, but not an integral part of, the Mobile Food Service vehicle.
- (6) The Mobile Food Service Operation license holder shall, by written agreement with the business establishment hosting the special event, arrange for the availability of a restroom and hand washing sink that may be used by employees working in the Mobile Food Service Operation when the vehicle is parked in the same place for more than two hours. The restroom and hand washing sink must be within 200 feet of the Mobile Food Service Operation. A copy of this agreement shall be kept in the vehicles at all time and shall be made available for inspection upon request.

**(F) License – Posting.**

Every license shall be posted in a conspicuous place in a part of the vehicle to which the public has access by sight.

**(G) Enforcement.**

Violation of this Ordinance shall result in a daily fine, per violation, as provided in the Town Code.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2011.

PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

Attest:

\_\_\_\_\_  
ESTHER COULSON  
Town Clerk

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

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



## Office of the Town Manager

Steven J. Alexander  
Town Manager

# MEMORANDUM

To: Mayor and Town Council

From: Steven Alexander

Date: April 7, 2010

Re: Staff Report – Mobile Food Services Special Events

## REQUEST

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, PROVIDING FOR MOBILE FOOD SERVICES OPERATIONS SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

## INTRODUCTION

The purpose of this proposed Ordinance is to provide a process and standards to ensure that mobile food services special events (**food trucks**) are permitted in the non-residential district with minimum impacts to the area's existing infrastructure. This proposed Ordinance is similar to and consistent with the County's recently adopted "Food Truck Roundups/Mobile Food Service Operations Special Events (Ordinance No. 11-32), which provides a process and regulatory criteria by which a Certificate of Use (CU) can be obtained to permit events that are commonly known as food truck roundups in unincorporated Miami-Dade County. The County ordinance includes criteria for obtaining a CU limit how often these events can be held, where they can be held, and how late they can be operate; prohibit the sale of alcoholic beverages; require building permits for temporary structures or stages and require a CU application package to be submitted to the Department of Planning and Zoning.

This proposed Ordinance follows the basic criteria outlined in the County Ordinance No. 11-32 that are applicable to the Town of Cutler Bay. The proposed Ordinance is divided into several sections that address







both standards and operational requirements. The following provides an overview of the proposed standards and operational requirements.

(A) The proposed standards provide the basic guidelines to permit the Mobile Food Services Special Event (MOFSE) in the Town of Cutler Bay without a public hearing. The standards limit these events to non-residential areas; number of special events per month; distance to schools during weekdays from 7:30 a.m. to 5:30 p.m.; special events time of operation; prohibits the sale of alcoholic beverages; approval process for erecting temporary stages; application requirements for certificate of use; and the designation of an event coordinator by the entity applying for the special event permit. The designated event coordinator will inspect for proof of licensing and insurance; guide traffic and location of the food trucks within the special event site; and will ensure compliance with hours of operations, clean-up and other Certificate of use requirements.

(B) The intent of the operational requirements is to ensure that the food is prepared, handled and served in a safe manner, and is protected from potential contamination. There are six (6) basic operational requirements outlined in the proposed Ordinance to protect both the consumers and vendors. The following provides an overview of each of the operational requirement.

1. No food shall be stored, displayed, or served from any place other than the approved vehicle. The use of tables, benches, and other such devices to display or serve items is prohibited.
2. Food condiments shall be protected from contamination. Food condiments provided for customer self-service shall be prepackaged or shall be from approved dispensing devices.
3. Utensils and equipment shall be handled and stored so as to be protected from contamination. Single-service utensils shall be obtained from sanitary containers or approved sanitary dispensers, stored in a clean, dry placed until used, handled in a sanitary manner, and used only once.
4. Vehicles shall comply with all applicable health and sanitary laws of the county and state.
5. The Mobile Food Service Operation license holder shall be responsible for keeping the operational area clean. The





refuse receptacle shall be adjacent to, but not an integral part of, the Mobile Food Service vehicle.

6. The Mobile Food Service Operation license holder shall, by written agreement with the business establishment hosting the special event, arrange for the availability of a restroom and hand washing sink that may be used by employees working in the Mobile Food Service Operation when the vehicle is parked in the same place for more than two hours. The restroom and hand washing sink must be within 200 feet of the Mobile Food Service Operation. A copy of this agreement shall be kept in the vehicles at all time and shall be made available for inspection upon request.

#### **A. INTER-AGENCY REVIEW:**

This proposed Ordinance does not require inter-agency review. However, the Town will work with Miami-Dade County and adjoining municipalities to ensure consistent interpretation of this Ordinance.

#### **B. IMPACT OF SPECIAL EVENT ON THE AREA:**

The impacts on the non-residential districts will be limited since this type of special events will be allowed in areas with adequate space and parking to accommodate both customers and vendors. The special event coordinator will be responsible to ensure that such event does not negatively impact the operations of the businesses located adjacent and/or within the immediate area where the special event is occurring.

#### **C. COMPREHENSIVE PLAN**

The approval of this proposed Ordinance will not have an impact on the Town's Growth Management Plan.

#### **RECOMMENDATION:**

The Town's Department of Community Development recommends approval of this Ordinance.



TAB 10

**ORDINANCE NO. 11-**

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING  
ORDINANCE 10-13 RELATING TO BURGLAR ALARM  
REGISTRATION; PROVIDING FOR A WARNING  
PERIOD, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cutler Bay (“Town”) currently requires residents and business owners to register their burglar alarm systems within the town; and

**WHEREAS**, on September 22, 2010, the town council enacted Ordinance 10-13 requiring the annual registration of the burglar alarm system and the annual registration fee and period; and

**WHEREAS**, the town council desires to amend the registration requirement in order to allow a thirty (30)-day written warning period prior to a violation of the Town Code of Ordinances; 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 10-13 Amended.** The Town Council of the Town of Cutler Bay hereby amends Ordinance 10-13 as follows<sup>1</sup>:

**Burglar Alarms.**

**(1) Purpose of regulations.** The purpose of this section is to place responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical, or other means, false burglar alarms.

\*\*\*

**(4) Registration of alarm system and fee.**

**(a) *Registration of Burglar Alarm Systems.*** All Burglar Alarm Systems which operate at any premises located within the town shall be registered with the town by the alarm

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<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.

user. The alarm user shall complete and submit to the town an annual registration for each burglar alarm system together with the appropriate fee. A new registration fee shall be necessary upon a change in the alarm user. Failure to register a burglar alarm system after receiving a thirty (30)-day written warning from the town shall constitute a violation of this ordinance.

**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. Inclusion in the Code.** It is the intention of the town council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this ordinance may be re-numbered or re-lettered to accomplish such intentions; and that the word "ordinance" shall be changed to "section" or other appropriate word.

**Section 6. Effective Date.** This ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_\_