



TOWN OF CUTLER BAY

Mayor Paul S. Vrooman
Vice Mayor Edward P. MacDougall
Councilmember Timothy J. Meerbott
Councilmember Ernest N. Sochin
Councilmember Peggy R. Bell

Town Attorney Mitchell Bierman
Town Attorney Chad Friedman
Town Clerk Erika Santamaria
Town Manager Steven Alexander

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (305) 234-4262 for assistance no later than four days prior to the meeting.

TOWN COUNCIL MEETING AGENDA

Wednesday, March 18, 2009, 7:00 PM
South Dade Regional Library
10750 SW 211th Street, 1st Floor
Cutler Bay, Florida 33189

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

A. Buffalo Wild Wings – Youth Sport Program Donation

3. APPROVAL OF MINUTES

- A. Council Meeting – February 18, 2009
- B. Special Council Meeting – March 3, 2009

TAB 1

4. REPORTS

- A. TOWN MANAGER'S REPORT
- B. TOWN ATTORNEY'S REPORT
- C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS
 - a. Appointment to Parks Committee – Councilmember Meerbott

5. 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, URGING THE U.S. CONGRESS AND THE FLORIDA

TAB 2

LEGISLATURE TO FULLY FUND BISCAYNE BAY COASTAL WETLANDS PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING AN ENVIRONMENTALLY PREFERABLE PURCHASING POLICY PROVIDING FOR THE TOWN MANAGER TO IMPLEMENT SET POLICY IN ALL APPLICABLE FUTURE PURCHASES, 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 ADOPTION OF THE TOWN OF CUTLER BAY COMPREHENSIVE ROADWAY AND SIDEWALK ASSESSMENT REPORT; AND PROVIDING AN EFFECTIVE DATE.

TAB 4

D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO LANDSCAPE MAINTENANCE SERVICES; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR LANDSCAPE MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPOINTING A FEDERAL LOBBYIST SERVICE TO REPRESENT THE TOWN BEFORE THE FEDERAL GOVERNMENT; PROVIDING FOR A RETAINER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 6

F. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING WORLD WILDLIFE FUND'S 2009 EARTH HOUR, RELATING TO THE RAISING AWARENESS AMONG THE GENERAL PUBLIC ABOUT CLIMATE CHANGE AND THE EARTH HOUR EVENT; AND PROVIDING FOR AN EFFECTIVE DATE. **(VROOMAN)**

TAB 7

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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

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

8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATING TO CERTIFICATES OF RE-OCCUPANCY FOR THE SALE OF HOMES THAT HAVE

TAB 8

ALREADY BEEN OCCUPIED; AMENDING THE SCHEDULE OF VIOLATIONS AND CIVIL PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. **(REQUEST BY SPONSOR MEERBOTT TO WITHDRAW SPONSORSHIP)**

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

A. US-1 Charrette Community Workshop – POSTPONED

This event has been postponed until April.

Saturday, March 14th from 9:30 a.m. to 3:00 p.m., South Dade Regional Library, 10750 SW 211th ST, 2nd Floor

B. Parks Committee Meeting

Tuesday, March 24th at 7:00 p.m.

Cutler Ridge Park, 10100 SW 200th ST

C. 2009 Earth Hour

Saturday, March 28th at 8:30 p.m.

D. Regular Council Meeting

Wednesday, April 15th at 7:00 p.m.

South Dade Regional Library, 10750 SW 211th ST, 1st Floor

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 MEETING
MINUTES**

Wednesday, February 18, 2009, 7:00 PM
South Dade Regional Library
10710 SW 211th Street, 1st Floor
Cutler Bay, Florida 33189

- 1. CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the mayor at 7:00 PM. Present were the following:

Councilmember Peggy R. Bell
Councilmember Timothy J. Meerbott
Councilmember Ernest N. Sochin
Vice Mayor Edward P. MacDougall
Mayor Paul S. Vrooman

Town Attorney Mitchell Bierman
Town Attorney Chad Friedman
Town Clerk Erika Santamaria
Town Manager Steven J. Alexander

- 2. PROCLAMATIONS, AWARDS, PRESENTATIONS:** None at this time.

- 3. APPROVAL OF MINUTES:**

A. Councilmember Bell made a correction in the minutes for January 21, 2009 minutes. Councilmember Sochin made a motion approving the corrected minutes of the meeting on January 21, 2009. The motion was seconded by Councilmember Meerbott and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

- 4. REPORTS**

- A. TOWN MANAGER'S REPORT**

The town manager reported that a recent bill had been introduced in the State legislation to freeze impact fees for local governments due to the decline in the economy. He stated the impact of this passing would be devastating to the Town. He reported that an emergency MPO meeting has been called to discuss funding which will be attended by him and the Public Works Director. He reported that he recently approved a Police initiative which includes a DUI detail within the Town. He addressed the concern for legal costs and stated that any ordinances that is in the works would be introduced either in the town manager's report, town attorney's report, or under new business in the agenda.

B. TOWN ATTORNEY'S REPORT

The town attorney reported that the amendments issue has been examined and recommended that amendments may be distributed among the Council, but that there should be no response made by any member to any amendment.

The town attorney stated that an add-on was to be considered in the Consent Agenda. He discussed that the item was brought forward by Councilmember Sochin and the attorney briefly discussed the background of the item.

C. BOARD AND COMMITTEE REPORTS, COUNCIL ANNOUNCEMENTS

Mayor Vrooman introduced the chair of the Communications Committee, Herb Parlato, who continued to present the committees report to the council.

Vice Mayor MacDougall made a motion to accept the report from the Communications Committee. The motion was seconded by Councilmember Sochin and all members were in favor.

Vice Mayor MacDougall stated that he had a replacement for his appointment to the Parks Committee. He introduced Donna Moser and gave a brief background on his appointment. Vice Mayor MacDougall made a motion to approve Donna Moser as his appointee to the Parks Committee. The motion was seconded by Councilmember Bell and all the members were in favor.

5. CONSENT AGENDA:

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REPEALING RESOLUTION 08-22 RELATING TO THE CREATION OF THE TOWN COMMUNICATIONS COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.**

Vice Mayor MacDougall pulled Items A, B, and E. Mayor pulled Item D.

Councilmember Bell made a motion to approve the Consent Agenda as amended with pulled Items A, B, D, and E. The motion was seconded by Councilmember Sochin and Resolution 09-14 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following add-on resolution by title:

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN AMENDMENT TO THE CONTRACT WITH WIALAN TECHNOLOGY FOR THE PROVISION OF WIRELESS SECURITY CAMERAS IN CUTLER RIDGE PARK TO ADD FUNCTIONALITY THERETO TO PROVIDE FREE

WIRELESS INTERNET SERVICES TO PARK USERS WITHIN CUTLER RIDGE PARK IN AN AMOUNT NOT EXCEED \$50.00 PER MONTH; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Sochin provided a brief oral presentation on the resolution.

Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Resolution 09-17 was approved by unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- A.** 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 CUTLER RIDGE ELEMENTARY AREA ROADWAY AND DRAINAGE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager provided a brief oral presentation on the resolution.

Rafael Casals, Public Works Director, addressed the Council.

After some discussion, Councilmember Bell made a motion to approve the resolution. The motion was seconded by Councilmember Sochin and Resolution 09-12 was approved by unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- B.** 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 SAGA BAY DRAINAGE BASINS 1.3 AND 1.4 ROADWAY AND DRAINAGE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Rafael Casals, Public Works Director, addressed the Council.

After brief discussion, Vice Mayor MacDougall made a motion to approve the resolution. The motion was seconded by Councilmember Sochin and Resolution 09-13 was approved by a unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolution by title:

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE TOWN'S COMPREHENSIVE PARKS MASTER PLAN; AND PROVIDING AN EFFECTIVE DATE.**

Alan Ricke, Parks and Recreation Director, addressed the Council.

Councilmember Meerbott made a motion to defer the resolution until the next meeting. The motion was seconded by Councilmember Bell and failed by a 2-3 voice vote. The vote was as follows: Councilmembers Bell and Meerbott voting Yes; Councilmember Sochin, Vice Mayor MacDougall and Mayor Vrooman voting No.

After some discussion, Vice Mayor MacDougall made a motion to approve the resolution. The motion was seconded by Councilmember Sochin and Resolution 09-15 was approved by 4-1 voice vote. The vote was as follows: Councilmembers Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes; Councilmember Bell voting No.

The town clerk read the following resolution by title:

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE ADMINISTRATIVE ORDER "FEE SCHEDULE FOR THE PLANNING AND ZONING DIVISION" RELATING TO THE REVISION OF THE TOWN OF CUTLER BAY PLANNING AND ZONING DIVISION FEE SCHEDULE; PROVIDING FOR AN EFFECTIVE DATE.**

Robert Daddario, Finance Director, addressed the Council.

After some discussion, Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Councilmember Meerbott and Resolution 09-16 was approved by a 3-2 voice vote. The vote was as follows: Councilmembers Meerbott, Sochin and Mayor Vrooman voting Yes; Councilmember Bell and Vice Mayor MacDougall voting No.

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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

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

The clerk read the following ordinance, on first reading, by title:

- B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATING TO CERTIFICATES OF RE-OCCUPANCY FOR THE SALE OF HOMES THAT HAVE ALREADY BEEN OCCUPIED; AMENDING THE SCHEDULE OF VIOLATIONS AND CIVIL PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

The town manager gave an oral report on the ordinance.

Councilmember Sochin made a motion to approve the ordinance. The motion was seconded by Councilmember Meerbott and the ordinance was approved by a unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The mayor recessed the council meeting at 9:00 p.m. The mayor reconvened the council meeting at 9:15 p.m.

8. ORDINANCES FOR FIRST READING (PUBLIC HEARING REQUIRED)

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

The clerk read the following ordinance, on second reading, by title:

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REVISING FEES FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION FRANCHISEES; PROVIDING FOR A DUMPSTER REGISTRATION FEE PAID BY THE FRANCHISEE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION ACTIVITIES; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

The town manager gave an oral report on the ordinance.

The mayor opened the public hearing. Bill Meiklejohn, 9311 Sterling Drive, addressed the Council.

Councilmember Meerbott made a motion to bifurcate the amendments included in the ordinance. The motion was seconded by Councilmember Sochin and the amendments of the ordinance were approved to be bifurcated by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

Councilmember Meerbott made a motion to approve the first amendment which was to include the fee exemption for 501c(3) organizations in the ordinance. The motion was seconded by Vice Mayor MacDougall and the amendment of the ordinance was approved by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

Vice Mayor MacDougall made a motion to deny the second amendment which was to include an annual dumpster registration fee of \$25.00 for each dumpster or large container being serviced within the Town by the franchisee. The motion was seconded by Councilmember Bell and amendment was denied by a 4-1 roll call vote. The vote was as follows: Councilmembers Bell,

Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes; Councilmember Sochin voting No.

The clerk read the following ordinance, on second reading, by title:

- B.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 06-10 ENTITLED, "FLOODPLAIN MANAGEMENT REGULATIONS"; UPDATING DEFINITIONS; REVISING TOWN STANDARDS TO CONFORM TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) GUIDELINES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager gave an oral report on the ordinance.

The mayor opened the public hearing. There were no speakers.

Councilmember Sochin made a motion to approve the ordinance. The motion was seconded by Councilmember Meerbott and Ordinance 09-06 was approved by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following ordinance, on second reading, by title:

- C.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATING TO THE PROTECTION OF TREES WITHIN THE TOWN; PROVIDING FOR THE REGULATION OF THE SAFEGUARDING, MAINTENANCE, AND REMOVAL OF TREES WITHIN THE RIGHT-OF-WAY OF THE TOWN OF CUTLER BAY; SETTING FORTH TOWN RIGHTS AND RESPONSIBILITIES; SETTING FORTH THE DUTIES OF THE TOWN; DESCRIBING PRIVATE LANDOWNER RIGHTS AND RESPONSIBILITIES; CREATING A PUBLIC EDUCATION PROGRAM; SETTING UP A SYSTEM FOR PERMITTING AND BOND REQUIREMENTS; PROVIDING FOR PENALTIES AND NOTIFICATION; SETTING FORTH TOWN INDEMNIFICATION GUIDELINES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

The town manager gave an oral report on the ordinance.

The mayor opened the public hearing. There were no speakers.

Councilmember Meerbott made a motion to approve the ordinance. The motion was seconded by Councilmember Bell and Ordinance 09-07 was approved by unanimous 5-0 roll call vote. The

vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following ordinance, on second reading, by title:

- D. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING CHAPTER 33 "ZONING" ARTICLE VI "SIGNS" SECTION 33-96.5 RELATING TO THE MAXIMUM HEIGHT FOR FLAG POLES IN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE. (MEERBOTT)**

Planning director, David Hennis, provided a brief report on the ordinance.

The mayor opened the public hearing. Tom Condon, 19641 Holiday Road and Bill Meiklejohn, 9311 Sterling Drive, addressed the Council.

Councilmember Bell offered the following amendments:

- Reducing the proposed maximum height of the flag pole to 25 feet.
- Reducing the amount of flag poles allowed on residential properties with less than 7,500 square feet lot area.
- Reducing the amount of flag poles allowed on residential properties with more than 7,500 square feet lot area.

Councilmember Meerbott offered the following amendment:

- Notwithstanding anything in this ordinance, any flag pole in exists on the effective date of this ordinance that is not in an unsafe condition shall not be considered a violation.

Councilmember Meerbott made a motion to approve the amended ordinance with the foregoing amendments. The motion was seconded by Vice Mayor MacDougall and Ordinance 09-08 was approved by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following ordinance, on second reading, by title:

- E. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCES 08-11 AND 08-12 TO PROVIDE FOR AN EXTENSION TO THE MORATORIUMS ON DEVELOPMENT WITHIN THE TOWN; PROVIDING FOR A TERM; PROVIDING FOR A REPEALER; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

Planning director, David Hennis, provided a brief report on the ordinance.

The mayor opened the public hearing. Tom Condon, 19641 Holiday Road, addressed the Council.

Councilmember Bell made a motion to approve the ordinance. The motion was seconded by Councilmember Sochin and Ordinance 09-09 was approved by unanimous 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The clerk read the following ordinance, on second reading, by title:

- F. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, UPDATING REGULATIONS RELATED TO TEMPORARY STORAGE UNITS AND FREIGHT CARGO CONTAINERS; CREATING PERMIT REQUIREMENTS; CREATING ANNUAL REGISTRATION FEE; CLARIFYING FEE REQUIREMENT RETROACTIVE TO PASSAGE OF INITIAL ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

Planning director, David Hennis, provided a brief report on the ordinance.

The mayor opened the public hearing. Bill Meiklejohn, 9311 Sterling Drive, addressed the Council.

Councilmember Meerbott made a motion to change both registration fees to \$250.00. There was no second to the motion, therefore the motion died due to lack of a second.

Councilmember Sochin made a motion to approve the ordinance as stated. The motion was seconded by Councilmember Meerbott and Ordinance 09-10 was approved by a 4-1 roll call vote. The vote was as follows: Councilmembers Bell, Sochin, Meerbott, and Mayor Vrooman voting Yes; Vice Mayor MacDougall voting No.

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.

The following individuals spoke: Steve Zarzecki, 9640 Martinique Drive and Bill Meiklejohn, 9331 Sterling Drive.

11. MAYOR AND COUNCIL COMMENTS

Councilmember Sochin discussed he met with key officials in his recent trip to Tallahassee in reference to the recent submittal of a bill to prohibit local governments from passing a similar security camera ordinance much like the Town's.

Vice Mayor MacDougall thanked the Cutler Bay policing unit for their continued efforts. He also discussed his concerns with legal costs from the town attorney's office. He suggested that the Council should explore other options for legal representation.

Councilmember Bell also addressed the legal costs of the town attorney, she suggested that the Council should conduct a workshop to explore the other options as the Vice Mayor suggested. She mentioned that she spoke with the town manager in reference to this issue and he agreed that he would bring up any upcoming ordinances during the New Business of the agenda before something is drafted. Member Bell thanked Rafael Casals, Public Works Director, for cleaning out the storm drains along SW 216th Street. She advised the Council that the special events volunteers and the Parks and Recreation Department are arranging an Arbor Day celebration and that more information will be available very soon.

Councilmember Meerbott addressed the legal costs concern. He requested that the town manager bring forward some ideas to the Council to reduce costs. He stated that at a recent transportation committee meeting at Chamber South was quite successful and that many surrounding cities expressed interest in bringing more transportation solutions to the southern region of Miami.

Mayor Vrooman stated that the legal costs were a directive that he took on. He stated that he has not followed through with this directive for various pending reasons. The mayor confirmed that the legal cost issue must be addressed. He addressed a comment that was made during the meeting in reference to fees. He stated that fees are everywhere and most of the fees provide vital services to the residents. He mentioned that there is no motive to implementing fees and that the Town's organization is working on minimum staffing to produce maximum results.

12. OTHER BUSINESS: None at this time.

13. ADJOURNMENT

The next council meeting will be held on March 18, 2009 at South Dade Regional Library.

The meeting was officially adjourned at 11:00 P.M.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 18th day of March, 2009.*

Paul S. Vrooman, Mayor

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.

**TOWN OF CUTLER BAY
TOWN COUNCIL SPECIAL MEETING
MINUTES**

Tuesday, March 3, 2009, 6:00 p.m.
Town Hall Conference Room
10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189

1. CALL TO ORDER/ROLL CALL OF MEMBERS: The meeting was called to order by the mayor at 6:05 p.m. Present were the following:

Councilmember Peggy R. Bell
Councilmember Timothy J. Meerbott
Councilmember Ernest N. Sochin
Vice Mayor Edward P. MacDougall
Mayor Paul S. Vrooman

Town Manager Steven J. Alexander
Town Clerk Erika Santamaria
Town Attorney Mitchell Bierman

2. ACTION ITEM

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE TOWN'S LOCAL AGENCY CERTIFICATION QUALIFICATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") IN ORDER TO ALLOW THE TOWN TO RECEIVE FEDERAL STIMULUS MONIES FOR TRANSPORTATION PROJECTS AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND ALL FUTURE FORMS AND AGREEMENTS REQUIRED FOR THE TOWN'S PARTICIPATION IN THE PROGRAM ON BEHALF OF THE TOWN AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager made brief presentation to the Council on the Resolution.

Rafael Casals, Public Works Director, addressed the Council.

Councilmember Meerbott made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Resolution 09-19 was approved by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

3. ADJOURNMENT

The meeting was officially adjourned at 6:40 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 18th day of March, 2009.*

Paul S. Vrooman, Mayor

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 2

RESOLUTION NO. 09-___

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, URGING THE U.S. CONGRESS AND THE FLORIDA LEGISLATURE TO FULLY FUND BISCAYNE BAY COASTAL WETLANDS PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Greater Everglades Ecosystem is a globally imperiled habitat and the primary source of drinking water for the Town of Cutler Bay, Florida, (the “Town”); and

WHEREAS, the Comprehensive Everglades Restoration Project (CERP) is the largest ecosystem restoration effort in the United States; and

WHEREAS, the CERP is intended to restore fresh water sheet flows to Everglades National Park and Biscayne National Park; and

WHEREAS, two projects on the list of 68 identified in CERP, the C-111 spreader canal and the Biscayne Bay Coastal Wetlands rehydration projects, are the only elements of the restoration plan that rehydrate wetlands and restore the estuaries within Biscayne National Park; and

WHEREAS, full funding for all phases of both of these projects are critical to the restoration of Biscayne National Park; and

WHEREAS, these two projects are also critical to Cutler Bay’s efforts to adapt to the projected impact of sea level rise that will cause additional saltwater intrusion in areas that are already experiencing significant saltwater migration several miles inland; and

WHEREAS, restoration of freshwater sheet flow feeding into southern Biscayne Bay will help hold back saltwater intrusion and improve the Town’s resilience to potential climate impacts; and

WHEREAS, these projects are also both “shovel-ready” and “green,” making them consistent with early goals for federal economic stimulus funding,

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 findings are true and correct and incorporated herein by this reference.

Section 2. Actions urged. The Town Urges the U.S. Congress, the South Florida Water Management District and the Florida Legislature to fully fund Biscayne

Bay Coastal Wetlands projects, in particular the two projects critical to Biscayne Bay and Biscayne National Park: (i) both phases of the C-111 spreader canal and (ii) the Biscayne Bay Coastal Wetland rehydration project. The Town further urges the U.S. Congress and the Florida Legislature to prioritize funding for Everglades restoration projects in any economic stimulus package passed.

Section 3. **Direction.** The Town Council directs the Town Clerk to transmit a certified copy of this resolution to the South Florida Water Management District, the members of the Florida Congressional Delegation, the Governor of Florida, the President of the Florida Senate, the Speaker of the Florida House of Representative, and the Chair and Miami-Dade State Legislative Delegation. The Town Council further directs the Town's state lobbyist to advocate for the passage of the legislation set forth in Sections 1 and 2 above, and directs the Office of Intergovernmental Affairs to include this item in the 2009 Federal and State Legislative Packages.

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

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
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 Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 3



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: March 11, 2009

Re: Environmentally Preferable Purchasing Policy

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING AN ENVIRONMENTALLY PREFERABLE PURCHASING POLICY PROVIDING FOR THE TOWN MANAGER TO IMPLEMENT SET POLICY IN ALL APPLICABLE FUTURE PURCHASES, PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town is currently in the process of becoming a Certified Florida Green Local Government from the Florida Green Building Coalition (FGBC). One of the requirements of the FGBC application is establishing an Environmentally Preferable Purchasing (EPP) policy.

The EPP program was established by the EPA to help federal agencies comply with green purchasing requirements. Environmentally Preferable refers to products and services that have a lesser or reduced effect on the environment and human health when compared to competing products and services used for the same purposes. Purchasing aspects considered in this comparison include raw materials, manufacturing, packaging, distribution, use, reuse, operation, maintenance and disposal. Goods and services that are considered under this policy include building and construction, cleaning products, fleet, landscaping, office supplies and electronics among others.

Benefits to implementing an EPP policy are an improved ability to meet environmental goals as well as improved employee safety and health, therefore reducing health costs and liabilities. The EPP policy will ensure that Town purchasing decisions will be made with consideration towards the environment.

RECOMMENDATION

I recommend approval of this proposed resolution.

10720 Caribbean Boulevard, Suite 105
Cutler Bay, FL 33189
(305) 234-4262 Office
(305) 234-4251 Fax
www.cutlerbay-fl.gov

RESOLUTION NO. 09-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING AN ENVIRONMENTALLY PREFERABLE PURCHASING POLICY PROVIDING FOR THE TOWN MANAGER TO IMPLEMENT SET POLICY IN ALL APPLICABLE FUTURE PURCHASES, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) has sought to protect the natural environment of the planet and of this community and conserve natural resources by minimizing its impact on said environment and resources; and

WHEREAS, the Town is in the process of obtaining “Green” certification from the Florida Green Building Council; and

WHEREAS, the Town encourages all citizens and entities doing business in and with the Town to likewise act in ways that minimize their impact on the natural environment and resources of the planet and of the community; and

WHEREAS, in furtherance of these goals, the Town wishes to establish an environmentally preferable purchasing policy, which shall be implemented and updated by the Town manager and his staff in conjunction with the Town attorneys who shall collectively determine the best possible options for implementing the policies.

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

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

Section 2. Adoption of Policy. The Town hereby adopts the Town of Cutler Bay Environmental Preferable Purchasing Policy in substantially the form attached hereto. The Policy shall be implemented and updated from time to time by the Town Manager and his staff in conjunction with the Town Attorney’s office who shall collectively determine the best options for implementing the Policy in all applicable future purchases by the Town.

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

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
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 Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY
TOWN OF CUTLER BAY, FL
March 2009

1.0 STATEMENT OF POLICY

It is the policy of the Town of Cutler Bay to:

- Institute practices that reduce waste by increasing product efficiency, reusability and effectiveness.
- Purchase products that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable.
- Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unleached or chlorine-free manufacturing processes, are lead-free and mercury-free, and use wood from sustainably harvested forests.
- Consider the costs for product acquisition and use, and disposal of the product at the end of its useful life, in evaluating the lowest responsible bid.

2.0 PURPOSE

This policy is adopted in order to meet the goal for an environmentally preferable purchasing policy and to make the Town's operations and services a model of sustainable practices.

Further, this policy is adopted in order to:

- Protect the health and safety of workers and citizens.
- Conserve natural resources.
- Minimize environmental impacts such as pollution.
- Eliminate or reduce toxics that create hazards to workers and our community.
- Support recycling markets.
- Reduce the amount of materials that are being sent to landfills.
- Reduce greenhouse gas emissions.
- Increase the use and availability of environmentally preferable products that protect the environment.
- Identify environmentally preferable products and distribution systems.
- Create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.

3.0 SPECIFICATIONS

3.1 Source Reduction

- 3.1.1 The Town of Cutler Bay shall institute practices that reduce waste and result in the purchase of fewer products whenever practicable and cost-effective, but without reducing safety or quality. The Town shall review such practices from time to time to assure that purchases are consistent with the Town's Recycling Policy. The policy or the practices may be revised from time to time.
- 3.1.2 The Town of Cutler Bay shall purchase remanufactured products such as toner cartridges, tires, furniture, equipment and automotive parts whenever practicable, but without reducing safety, quality, effectiveness, or warranty that support the original product.
- 3.1.3 All buyers shall consider short-term and long-term costs in comparing product alternatives, when feasible. This includes evaluation of total costs expected during the life of the product including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime compared to other alternatives.
- 3.1.4 The Town of Cutler Bay shall request vendors to eliminate packaging or use the minimum amount necessary, without reducing product protection, to the greatest extent practicable.
- 3.1.5 The Town of Cutler Bay shall request vendors that cannot eliminate packaging to use packaging that is reusable, recyclable or compostable in existing recycling programs to the greatest extent practicable.
- 3.1.6 The Town of Cutler Bay shall require to the extent practicable, that surplus or outdated electronic equipment, including but not limited to computers, monitors, printers and copiers be designated for reuse and or recycling in a manner that minimizes the release of contaminants to the environment.
- 3.1.7 All documents shall be printed and copied on both sides to reduce the use and purchase of paper, except when a bona fide business reason exists.

3.2 Recycled Content Products

- 3.2.1 The Town of Cutler Bay shall specify and purchases wherever and whenever practicable products which contain:
 - The highest percentage of post-consumer recovered material consistent with standards established by the U.S. Environmental Protection Agency and the State of Florida, whichever is greater; and
 - The highest percentage of pre-consumer recovered material consistent with standards established by the U.S. Environmental Protection Agency and the State of Florida, whichever is greater.

In addition, the purchase of paper products shall meet the recycled paper products definition of the U.S. Environmental Protection Agency or the State of Florida whichever contains the higher recycled content.

- 3.2.2 Copiers and printers purchased or leased shall be compatible with the use of recycled content paper where practicable.
- 3.2.3 All pre-printed recycled content papers intended for distribution that are purchased or produced shall contain a statement that the paper contains recycled content. The statement should indicate the percentage of post-consumer recycled content it contains.
- 3.2.4 The Town shall review purchases from time to time to assure that purchases are consistent with the Town's Recycling Policy. The policy or the practices may be revised from time to time.

3.3 Energy and Water Savings

- 3.3.1 Energy-efficient equipment shall be purchased with the most up-to-date energy efficiency functions to the greatest extent practicable. This includes, but is not limited to, high efficiency space cooling equipment.
- 3.3.2 The Town of Cutler Bay shall purchase and replace inefficient interior lighting with energy-efficient equipment as necessary.
- 3.3.3 The Town of Cutler Bay shall purchase and replace inefficient exterior lighting, street lighting and traffic signal lights with energy-efficient equipment as applicable.
- 3.3.4 All products purchased by the Town of Cutler Bay and for which the U.S. EPA Energy Star certification is available shall meet Energy Star certification. When Energy Star labels are not available, the Town shall choose energy-efficient products that are designated by federal data bases. Unless the product has a third party certification subject to review by the City's designated representative.
- 3.3.5 The Town of Cutler Bay shall purchase water-saving products whenever practicable. This includes, but is not limited to, high performance fixtures like toilets, waterless urinals, low-flow faucets and aerators, and upgraded irrigation systems.

3.4 Green Building

- 3.4.1 All building and renovations undertaken by the Town of Cutler Bay shall follow Green Building practices for design, construction, and operation, where appropriate. Products and purchases by the Town shall be consistent with the Town's Code of Ordinances.

3.5 Landscaping

- 3.5.1 Products and services purchased by the Town shall be suitable for project application and consistent with the Florida Friendly Landscaping guides. Landscape renovations, construction and maintenance performed for the Town of Cutler Bay, shall employ sustainable landscape management techniques such as

Florida Friendly landscaping for design, construction and maintenance whenever possible.

- 3.5.2 Plant waste should be minimized by selection of species that are appropriate to the microclimate that can grow to their natural size in the space allotted them, and that are perennials rather than annuals for color. Native and drought-tolerant plants that require minimal or no watering once established are preferred.
- 3.5.3 Hardscapes and landscape structures constructed of recycled-content materials are encouraged. The Town of Cutler Bay shall limit the amount of impervious surfaces in the landscape, wherever practicable. Permeable substitutes, such as permeable asphalt or pavers, are preferred for walkways, patios, driveways and low volume traffic areas.

3.6 Toxics and Pollution Reduction

- 3.6.1 When making a choice among comparable products, the Town shall, whenever practicable favor those products whose production and use involve fewer hazardous materials.
- 3.6.2 To the extent practicable, the Town of Cutler Bay shall purchase, or require janitorial contractors to supply, industrial and institutional cleaning products that meet Green Seal certification or other equivalent standards for environmental preferability and performance.
- 3.6.3 The use of chlorofluorocarbon and halon-containing refrigerants, solvents and other products shall be phased out and new purchase of heating/ventilating/air conditioning, refrigeration, insulation and fire suppression systems shall not contain them.
- 3.6.4 All surfactants and detergents shall be readily biodegradable and, where practicable, shall not contain phosphates.
- 3.6.5 Should the Town of Cutler Bay implement the Integrated Pest Management (IPM) Plan and practices for indoor and outdoor areas it shall authorize using chemical controls only as a last resort and will attempt to provide on-going training and certification for Town staff. Purchases of materials and services made by the Town shall be consistent with its Integrated Pest Management policies where applicable.
- 3.6.6 When maintaining buildings, the Town of Cutler Bay shall use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no urea formaldehyde. Examples include paint, carpet, adhesives, furniture and casework.
- 3.6.7 The Town of Cutler Bay shall reduce the use of disposable batteries by purchasing rechargeable batteries for devices such as cameras, remote controls, tape recorders, telephone headsets and wireless keyboards and mice and other equipment when practicable.

- 3.6.8 The Town of Cutler Bay shall favor the less hazardous item when purchasing products and equipment that contain lead or mercury and when the product or equipment has an established take-back program.
- 3.6.9 When replacing vehicles, the Town of Cutler Bay shall consider less-polluting alternatives to diesel such as compressed or liquefied natural gas, bio-based fuels, hybrids, electric batteries and fuel cells as available.

3.7 Producer Responsibility

- 3.7.1 The Town of Cutler Bay shall, whenever practicable, favor products that are manufactured by companies that take financial and/or physical responsibility for collecting, recycling, reusing, or otherwise safely disposing of their products and packaging at the end of their useful life.
- 3.7.2 When products are available that have established manufacturer-financed recycling programs the Town of Cutler Bay shall require vendors to offer the manufacturer's recycling services whenever practicable.

4.0 IMPLEMENTATION

- 4.1 Directors of the departments designated by the Town Manager including the Office of the Clerk shall implement this policy in coordination with other appropriate Town personnel.
- 4.2 Upon request, buyers making the selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally preferable purchasing criteria in this policy.
- 4.3 Vendors, contractors and grantees shall comply with applicable sections of this policy for products, and services provided to the Town of Cutler Bay and shall provide reporting where practicable.
- 4.4 Nothing contained in this policy shall be construed as requiring a department, purchaser or contractor to procure products that do not perform according to their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time as determined by the Town Manager.
- 4.5 Nothing contained in this policy shall be construed as requiring the Town of Cutler Bay departments, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

5.0 PROGRAM EVALUATION

- 5.1 The Finance, Procurement department personnel or others shall be primarily responsible for implementing this policy and may periodically evaluate the success of this policy's implementation through benchmarking and goal setting and periodic reports no later than 18 months after its effective date.

- The Procurement and Finance department personnel or other personnel designated by the Town Manager, shall collect data and assist with benchmarking and reporting as assigned.
- Procurement department shall provide educational resources, training, technical support and prepare reporting.

6.0 DEFINITIONS

- 6.1 “Florida-Friendly Landscaping” means working with the natural ecosystems of the South Florida area to foster soil health, to reduce runoff and pollution, prevent and reuse plant waste, conserve water and other natural resources.
- 6.2 “Buyer” means anyone authorized to purchase or contract for purchases on behalf of the Town of Cutler Bay or its subdivisions.
- 6.3 “Chlorine Free” means products processed without chlorine or chlorine derivatives.
- 6.4 “Contractor” means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor or other entity that has a contract with the Town of Cutler Bay or serves in a subcontracting capacity with an entity having a contract with the Town for the provision of goods or services.
- 6.5 “Energy Star” means the U.S. EPA’s energy efficiency product labeling program
- 6.6 “Energy Efficient Product” means a product that is in the upper 25% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets federal standards.
- 6.7 “Green Building Practices” means a whole-systems approach to the design, construction, and operation of buildings and structures that help mitigate the environmental, economic and social impacts of construction, demolition, and renovation. Green Building Practices such as those described in the LEED™ Rating system, recognize the relationship between natural and built environments and seeks to minimize the use of energy, water, and other natural resources and provide a healthy productive environment.
- 6.8 “Integrated Pest Management (IPM)” is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing any the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and non-target organisms, and the environment.
- 6.9 “LEED™ Rating System” means the most recent version of the Leadership in Energy and Environmental Design (LEED™) Commercial Green Building Rating System, or other related LEED™ Rating System approved by the U.S.

Green Building Council and designed for rating new and existing commercial, institutional, and high-rise residential buildings.

- 6.10 “Postconsumer Material” means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.
- 6.11 “Practical” and “Practicable” means whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.
- 6.12 “Preconsumer Material” means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Preconsumer material does not include mill and manufacturing trim, scrap, or broke which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- 6.13 “Producer Responsibility” means an environmental strategy in which producers assume financial and/or physical responsibility for the management of post-consumer products so that those who produce and use those products bear the costs of recycling and proper disposal.
- 6.14 “Recovered Material” means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes preconsumer and postconsumer material but does not include excess resources of the manufacturing process.
- 6.15 “Recycled Content” means the percentage of recovered material, including preconsumer and postconsumer materials in a product.
- 6.16 “U.S. EPA Guidelines” means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002 and any subsequent versions adopted.
- 6.17 “Water-Saving Products” are those that are in the upper 25 % of water conservation for all similar products, or at least 10% more water-conserving than the minimum level that meets federal standards.

7.0 EFFECTIVE DATES

- 7.1 This policy shall take effect on adoption by the Town Council.

TAB 4



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: March 18, 2009

Re: **ADOPTION OF THE TOWN'S COMPREHENSIVE ROADWAY AND SIDEWALK ASSESSMENT REPORT**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE ADOPTION OF THE TOWN OF CUTLER BAY COMPREHENSIVE ROADWAY AND SIDEWALK ASSESSMENT REPORT; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

Since the incorporation, the Town Council has sought to enhance the quality of life for our residents. An element of the Town's Strategic Plan – Goal 9.1: Develop the Town of Cutler bay into a model community for the condition of its roads, street lighting, storm drainage facilities, swale maintenance, sidewalks, etc. The "Strategic Initiative" for Goal 9.1 was to develop and implement a multi-year plan for road resurfacing, pot holes, shoulders, sidewalks, curbs and gutters, signage, drainage, swales, lighting, etc. The attached study provides Town staff with an inventory of roadway pavement and categorizes the conditions, based on cracks, pot holes, ruts, patches, and raveling. Additionally, the sidewalk conditions have been categorized by various damages which include light, heavy, root, and tripping hazards. Each of the studied areas were identified on a GIS program and detailed construction cost estimates were developed. A ten (10) year Capital Improvement Program table was developed, based on the prioritization of the required improvements.

The attached Assessment Report addresses the following components:

- Development of pavement classification and condition ratings methodology
- Development of sidewalk repair and ADA accessibility compliance criteria
- Development of Town-wide GIS map for all Town owned roadways & sidewalks
- Development of Capital Improvement program for roadway resurfacing/rehabilitation and sidewalk repairs and construction costs
- Analyzed roadway segments and areas to develop prioritization of needs

RECOMMENDATION

It is recommended that the Town Council approve the attached Resolution, thereby adopting the Comprehensive Roadway and Sidewalk Assessment Report..

RESOLUTION NO. 09-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO THE ADOPTION OF THE TOWN OF CUTLER BAY COMPREHENSIVE ROADWAY AND SIDEWALK ASSESSMENT REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay (the “Town”) adopted Resolution Number 08 -36 on June 18 , 2008 , authorizing Corzo, Castella, Caballo, Thompson, and Salman (C3TS) (the “Consultant”) to create a Comprehensive Roadway and Sidewalk Assessment Report (the “Report”) for the Town; and

WHEREAS, the Town seeks to continuously provide a high level of service to its residents by identifying and addressing deficiencies in the Town’s roadway, sidewalk, and curb networks as it relates to the quality of existing facilities; and

WHEREAS, the Consultant has performed an inventory and assessment of the pavement and sidewalk conditions of the public rights-of-way within the corporate Town limits and subsequently presented the completed Report to the Town; and

WHEREAS, the Town Council finds that the adoption of the Comprehensive Roadway and Sidewalk Assessment Report 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. Adoption and Authorization. That the Comprehensive Roadway and Sidewalk Assessment Report in substantially the form attached as Exhibit “ A” (the “Report”) is hereby adopted. The Town Manager is authorized to take all actions necessary to implement the Report.

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

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
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 Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TOWN OF CUTLER BAY



**TOWNWIDE PAVEMENT AND SIDEWALK
ASSESSMENT STUDY AND REPORT**

PREPARED BY:



FEBRUARY 2009



EXECUTIVE SUMMARY

The firm of Corzo, Castella, Carballo Thompson Salman, P.A. (C3TS) has been retained by the Town of Cutler Bay to perform an inventory and assessment of the pavement and sidewalk condition in the public rights-of way within the corporate Town limits. This study provides an inventory of the pavement and categorizes the condition based on cracks, raveling, pot holes, ruts, and patches. The improvements for the damaged pavement will consist of asphalt overlay and will be organized based primarily on the Town's funding. Additional criteria for pavement improvements will also be based on the Safe Route to School (SRTS) that were established by Miami Dade County Public Works (MDCPW) and Miami Dade County Public School (MDCPS) and proposed Town of Cutler Bay stormwater management improvements. The sidewalk conditions are categorized by the various damages which include light, heavy, root and tripping hazards. Improvements for the sidewalk will be based primarily on the Town's funding and prioritizing based on the areas with root damage and tripping hazards. Sidewalk areas that require ADA ramps or are damaged within the designated SRTS will also provide additional criteria for improvement. The data collected for the pavement and sidewalk assessment are identified by zones as defined by C3TS. All collected data was integrated with aerial images of the Town using Geographic Information System (GIS) and further analyzed.

The various required improvements are shown in GIS files and within the 10-year Capital Improvement Program Table below. The Capital Improvement Program was developed based on the prioritization of the improvements and the funding available as indicated by the Town. Detailed construction cost estimates are also included. A total of 652 stop bars are required to restripe all intersections throughout the Town. The cost to paint all stop bars (including costs for 15% general items, 12% design and administration costs, and 10% contingency) is \$29,340.



The Town has indicated that this cost can be funded in Fiscal Year 2008-2009. With \$350,000 allocated per year for 10 years, all of the existing roadways with a Poor grade can be overlaid. In addition, allocating \$400,000 toward sidewalk repairs in the first year, all tripping hazards can be repaired and many handicap ramps throughout the Town can be constructed. See the attached Table for yearly breakdown.



**FISCAL YEAR 2008-2018 CAPITAL IMPROVEMENT PLAN
SIDEWALK AND ASPHALT SUMMARY**

SIDEWALK REPLACEMENT

	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Total
Tripping Hazard*	\$259,000	-	-	-	-	-	-	-	-	-	\$259,000
Root Damage*	-	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000	\$297,000
Heavy Damage*	-	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$180,000
Light Damage*	-	-	-	-	-	-	-	-	-	-	\$0
ADA Ramps	\$140,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$356,000
Total	\$399,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$77,000	\$1,092,000

ASPHALT OVERLAY

	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Total
Zone 1	-	-	-	-	-	-	-	-	\$202,596	-	\$202,596
Zone 2	-	-	\$322,027	\$152,670	-	-	-	-	-	-	\$474,698
Zone 3	-	-	-	-	-	\$394,948	-	-	-	-	\$394,948
Zone 4	\$318,206	\$269,841	-	-	-	-	-	-	-	-	\$588,047
Zone 5	-	-	-	\$235,404	\$253,177	-	-	\$3,889	-	-	\$492,470
Zone 6	-	-	-	-	-	-	\$220,775	\$159,499	-	-	\$380,274
Zone 7	-	-	-	-	-	-	\$52,300	\$144,055	\$151,404	-	\$347,759
Zone 8	-	-	-	-	-	-	\$24,488	-	-	-	\$24,488
Zone 9	-	-	-	-	-	-	-	-	-	\$126,487	\$126,487
Total	\$318,206	\$269,841	\$322,027	\$388,075	\$253,177	\$394,948	\$297,562	\$307,443	\$354,000	\$126,487	\$3,031,766

***Sidewalk Damage Definitions**

A **Tripping Hazard** is defined as any rise or drop greater than 1/2". ADA code 303.4 states that "Changes in level greater than 1/2 inch high shall be ramped."

Root Damage is defined as sidewalk that has been lifted or cracked due to adjacent tree roots but is not a tripping hazard.

Light Damage is defined as cracked or damaged sidewalk that is not a tripping hazard and may remain in place without posing an immediate safety hazard. The rise or drop in this case is less than 1/2".

Heavy Damage is defined as cracked or broken sidewalk that is not a tripping hazard but due to the nature of its damage has the potential to further deteriorate and become a tripping hazard.

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I. INTRODUCTION

The purpose of this study is to inventory the condition of existing pavement and sidewalks in the public rights-of-way within the corporate limits of the Town of Cutler Bay, excluding state and county maintained roads and private roadways. The pavement inventory will analyze and categorize the condition of the pavement. The improvements will be organized based on the Town's funding and priorities. The sidewalk inventory is aimed to depict the condition of existing sidewalks that are damaged and the extent in which they are deemed a potential safety hazard to pedestrians. In addition, this study will consider ADA accessibility at street corners.

Other aspects of the study involve quantifying and estimating the costs associated with new asphalt overlays, sidewalk replacement as well as ramp construction for accessibility. The cost of repairs identified as potential safety concerns will be provided.

A. Zone Limits

Before the survey and data collection was conducted, a system needed to be implemented to facilitate the data collection process. After careful consideration, C3TS decided to establish zones within Town of Cutler Bay to avoid data collection errors and to assist with the overall organization and analysis of the pavement and sidewalk findings. The existing Town limits and major roadways owned by the State or Miami-Dade County were used to establish nine (9) zones East of the Florida Turnpike. These zones effectively included all pavement and sidewalk that are owned and maintained by the Town of Cutler Bay with the exception of major and private roads (Appendix A, Page 1 of 20). Data collected was then integrated with aerial images of the Town using GIS to display, document and analyze.



II. SIDEWALK ASSESSMENT

A. Sidewalk Field Inventory & Methodology

The town wide sidewalk inventory was conducted in two phases. The first phase established the limits of existing sidewalks maintained by the Town and the condition of each intersection with respect to ADA accessibility. The presence or absence of curb cuts and/or sidewalk extensions were identified and recorded. The second phase involved cataloguing the condition of the existing sidewalks. Each sidewalk section found to be damaged or in a state of disrepair was catalogued according to one of four damage categories: tripping hazard, root damage, heavy damage, or light damage. The categories of damage are defined and illustrated below. Also noted in the repair items were the quantity and dimension of sidewalk flags and the presence of tree roots causing the damage. Lastly, the quantities were tabulated and costs were assigned to each category (see Section IV: Construction Cost Estimates).





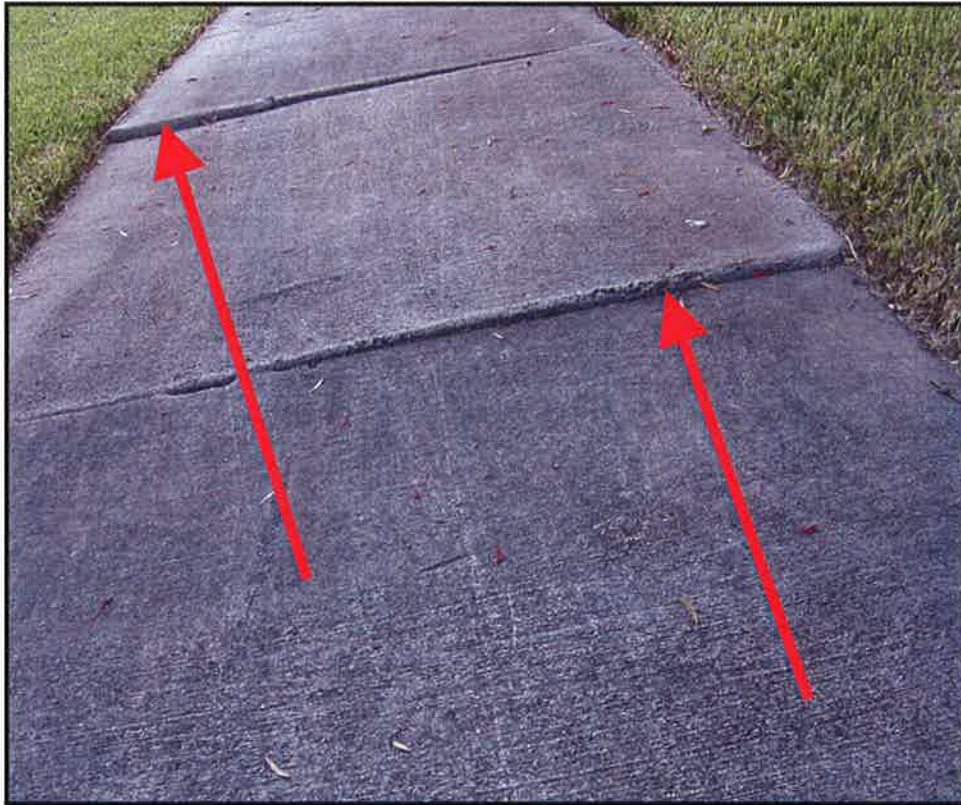
Picture 1: Corner with ADA accessibility

Picture 1 shows a corner with ADA accessibility and ramp detectable warning surface. These sidewalk extensions are up to current code and do not require modifications.



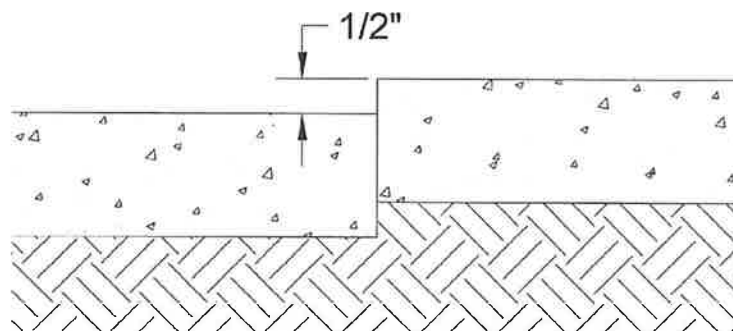
Picture 2: Corner lacking ADA accessibility

Picture 2 shows a corner lacking ADA accessibility. In these cases, a 5' wide by approximately 8' long sidewalk extension with a detectable warning at the edge of pavement will be required.

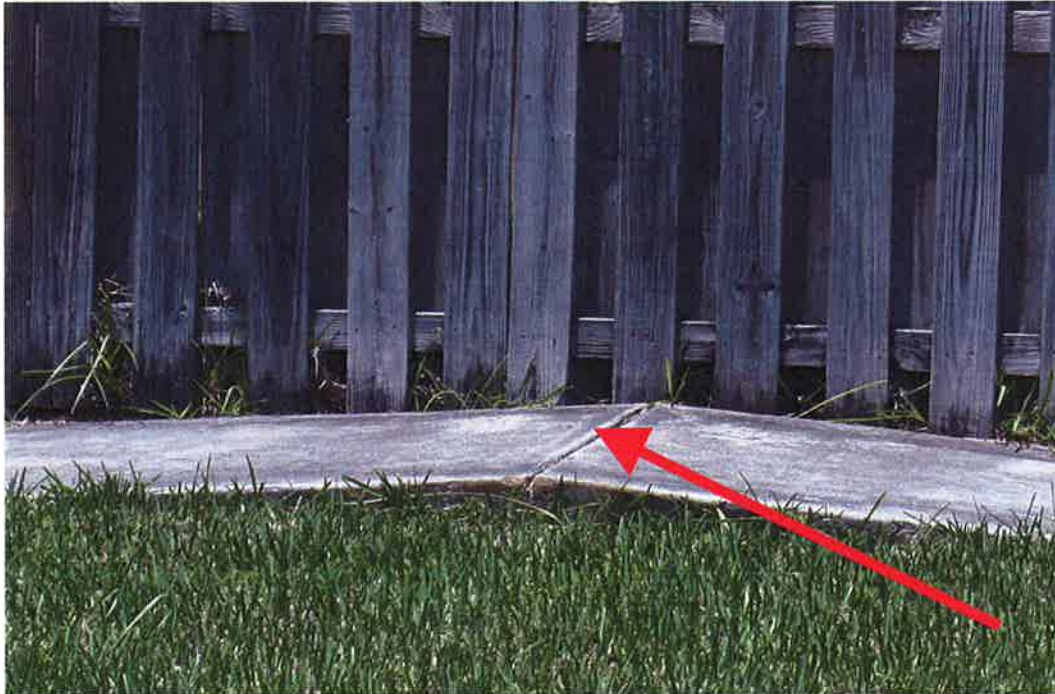


Picture 3: Typical Tripping Hazard

A **Tripping Hazard** is defined as any rise or drop greater than $\frac{1}{2}$ ". ADA code 303.4 states that "changes in level greater than 1/2 inch high shall be ramped." As seen in the photo above, the lifting of the flag of sidewalk poses a tripping threat and is an immediate safety concern.



Tripping Hazard Illustration



Picture 4: Typical Root Damage

Root Damage is defined as sidewalk that has been lifted or cracked due to adjacent tree roots but is not a tripping hazard.



Picture 5: Typical Light Damage

Light Damage is defined as cracked or damaged sidewalk that is not a tripping hazard and may remain in place without posing an immediate safety hazard. The rise or drop in this case is less than ½”.



Picture 6: Typical Heavy Damage

Heavy Damage is defined as cracked or broken sidewalk that is not a tripping hazard but due to the nature of its damage has the potential to further deteriorate and become a tripping hazard. The apparent cause of most of the lightly and heavily damaged sidewalks was found to be due to structural failure from excessive vehicular load or poor sub-grade preparation.

B. Sidewalk Field Data Compilation And Prioritization

Once the survey was completed and the data was subjected to a random sample quality control review process, the field data inventory was grouped according to zones one (1) through nine (9) as previously defined in this report. The zoning classification boundaries and Miami-Dade County Public Schools (MDCPS) safe routes were then superimposed onto the aerial images of the Town using GIS. The Safe Route to School (SRTS) was available for four (4) of the existing seven (7) schools within the Town. All schools were identified on the aerial images to assist the Town in the prioritization of the sidewalk improvements. Stop bars at each intersection within the Town were also identified. The data for each needed improvement and repair was then extracted from GIS into an Excel spreadsheet and characterized by zones, flags, sidewalk width and type of damage. The need for these various sidewalk improvements was prioritized based on the following criteria:

- Priority 1 -* Tripping Hazards
- Priority 2 -* ADA ramps
- Priority 3-* Root Damaged Sidewalk
- Priority 4-* Within rights-of-way designated as Safe Routes by Miami-Dade County Public Schools
- Priority 5-* All other sidewalk repairs for all areas

In addition to the above prioritization, the sidewalk improvements were formatted to correspond with the Town's GIS system.



III. PAVEMENT ASSESSMENT

A. Pavement Analysis Methodology

The roadways were surveyed in the field, categorized, and graded as Excellent, Very Good, Good, Fair, and Poor based on the type and severity of the pavement failure. The grade is based on a pavement condition scoring system defined below. The pavement condition scoring system used in this study is in line with the industry accepted method implemented in Cities, Counties, and States throughout the country. The scoring system is based on the severity of the following types of failures which were classified as Light, Moderate, or Severe.

B. Types of Failure

Alligator (or Map) Cracks

This condition occurs when there is excessive movement or fatigue in one or more of the underlying layers or fatigue of the surface. A weak or poorly compacted base course is the most likely cause and a web of cracked asphalt is evident.



Picture 7: Alligator Cracks

Raveling

Raveling occurs when the surface layer has been worn away and loose pieces of aggregate are often observed. This is often caused by a weak or worn asphalt binder.



Picture 8: Raveling

Pot Holes (or Chuckholes)

Large holes in pavement often caused by poor bituminous concrete. Pot holes are sometimes caused by structural failure of the base. Repairs to pot holes will be counted as pot holes because most repairs are temporary and will contribute to the integrity of the pavement.



Picture 9: Pot Hole



Picture 10: Repaired Pot Hole

Ruts

Ruts are depressions often found in the wheel path of the travel lane. This surface distortion of the pavement is often caused by settlement of one or more of the paving layers. This condition can also be caused by insufficient pavement thickness for heavy loads such as trucks.



Picture 11: Ruts

Longitudinal Cracks

Horizontal movement of the roadway can develop long deep cracks up to ¼" thick. Lack of friction in base or sub-base, settlement of adjacent fill, or slipping side slopes cause these cracks.



Picture 12: Longitudinal Cracks

Patches

Asphalt patches for utility installations are often found on old streets and accumulate over time. They weaken the riding quality of the street. This assessment will take into account the existence of a patch but not the condition the patch is in.



Picture 13: Patch

C. Pavement Condition Scoring

All streets begin at a score of 100 and are reduced based on field observation and analysis of condition, as discussed above. The amount of reduction in the pavement condition score is based on the following table, which is the industry accepted scoring scale:

PAVEMENT DISTRESS	LIGHT	MODERATE	SEVERE
Alligator Cracking (multiply by percent of roadway affected)	25	60	99
Raveling	5	25	35
Pot Holes	5	20	40
Ruts	5	15	25
Longitudinal Cracks	5	15	25
Patches	5	10	15

The Pavement Condition (PC) Score will be calculated and graded as shown below:

$$\text{Pavement Condition Score} = 100 - \text{Pavement Condition Deductions (see above table)}$$

PC Score	Pavement Grade
91 – 100	Excellent
81 – 90	Very Good
71 – 80	Good
61 – 70	Fair
Below 61	Poor

For example:

For segment ID #1070 defined as SW 200th Street from SW 107th Avenue to SW 103rd Avenue, the following failures were observed:

55% of the road has Light Alligator Cracking	=	55% x 25 =	14
No Raveling	=		0
Light Pot Holes	=		5
Light Ruts	=		5
Light Longitudinal Cracks	=		5
No Patches	=		0
Total Deductions			29

Pavement Condition Score = 100 – Pavement Condition Deductions

$$= 100 - 29 = 71$$

From Table above, a score of 71 is Good.

The excerpt below is from the database developed to complete the asphalt assessment.

C3TS Pavement Survey Database; Developed by Tomas Ruiz, E.I.

C3TS PAVEMENT SURVEY DATABASE

Town of Cutler Bay

ZONE 1

[Export Data to Excel](#)

Segment ID: 1070 Road Name: SW 200th St Start: SW 107th Ave End: SW 103rd Ave Zone: 1

Date: 9/8/2008 Inspector: Rodrigo Morales

<p>Alligator Cracking</p> <p><input type="radio"/> None</p> <p><input checked="" type="radio"/> Light</p> <p><input type="radio"/> Moderate</p> <p><input type="radio"/> Severe</p>	<p>Alligator Cracking</p> <p>55%</p>	<p>Raveling</p> <p><input checked="" type="radio"/> None</p> <p><input type="radio"/> Light</p> <p><input type="radio"/> Moderate</p> <p><input type="radio"/> Severe</p>	<p>Pot Holes</p> <p><input type="radio"/> None</p> <p><input checked="" type="radio"/> Light</p> <p><input type="radio"/> Moderate</p> <p><input type="radio"/> Severe</p>
<p>Longitudinal Cracks</p> <p><input type="radio"/> None</p> <p><input checked="" type="radio"/> Light</p> <p><input type="radio"/> Moderate</p> <p><input type="radio"/> Severe</p>	<p>Patches</p> <p><input checked="" type="radio"/> None</p> <p><input type="radio"/> Light</p> <p><input type="radio"/> Moderate</p> <p><input type="radio"/> Severe</p>	<p>Inspector Comment:</p> <div style="border: 1px solid gray; height: 40px;"></div>	<p>Data Quality Check</p> <p style="background-color: green; color: white; text-align: center; padding: 5px;">OK</p> <p>Score: 71 Grade: C</p>

IV. CONSTRUCTION COST ESTIMATES

The costs established below are representative of fair market prices in the South Florida construction market with adjustments for inflation. These costs are meant to apply for the duration of the 10 year capital improvement plan.

A. Sidewalk Replacement

Base unit costs of \$6.00 per square foot were used in the preparation of the construction cost estimate for sidewalk repairs. These unit costs are meant to include contractor's labor, materials, and bond costs. The unit costs include demolition, removal, disposal, compaction, forming, casting, restoration and final cleanup. Where tree roots were the apparent cause of the damage, a root pruning cost of \$10 per affected sidewalk flag was added to the repair cost.

B. ADA Improvements

Costs for sidewalk extensions at street corners needed for ADA accessibility were estimated based on a unit cost of \$6.00 per square foot of sidewalk. Per field measurements, the average area of sidewalk extension required is 40 square feet (8' long x 5' wide). This results in a sidewalk cost of \$240 per ramp. A cost of \$110 for detectable warnings was added for a total of \$350 per sidewalk ramp. This cost of the sidewalk ramp includes excavation, compaction, forming, casting, restoration, and final cleanup.

C. Stop Bars

The cost for new stop bars was estimated at \$4.00 per linear foot of 24" white thermoplastic paint. A rounded amount of \$45 was assigned to each stop bar.

D. Roadway Paving

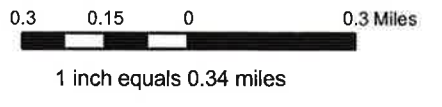
Paving costs were calculated based on a unit cost of \$6.75 per square yard of asphalt overlay. This unit cost includes valve and manhole rim adjustments.

E. Contingency, General, and Design/Administrative Costs

For project budgeting while in the preliminary stages of design, a contingency allowance for unforeseen and unexpected conditions of 5 to 10% is generally recommended. It is our professional opinion that based on our knowledge and understanding of the project at this time, and the nature of the project, a 10 % contingency is adequate. General conditions, overhead, maintenance of traffic and bonds were estimated at 15%. Engineering and administrative costs, including planning, design, preparation of plans and specifications, bidding, negotiation, construction administration and inspection was budgeted at 12% of construction cost.

APPENDIX – FIELD DATA MAPS

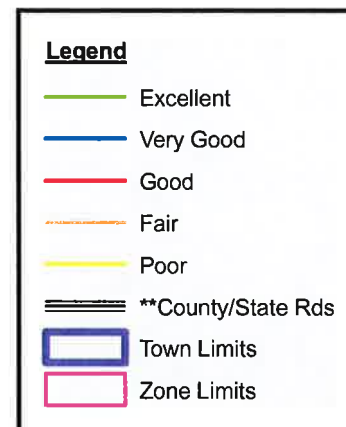
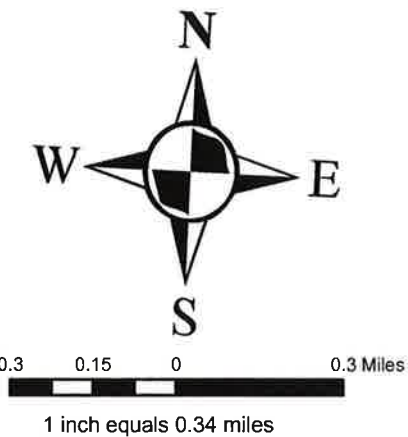
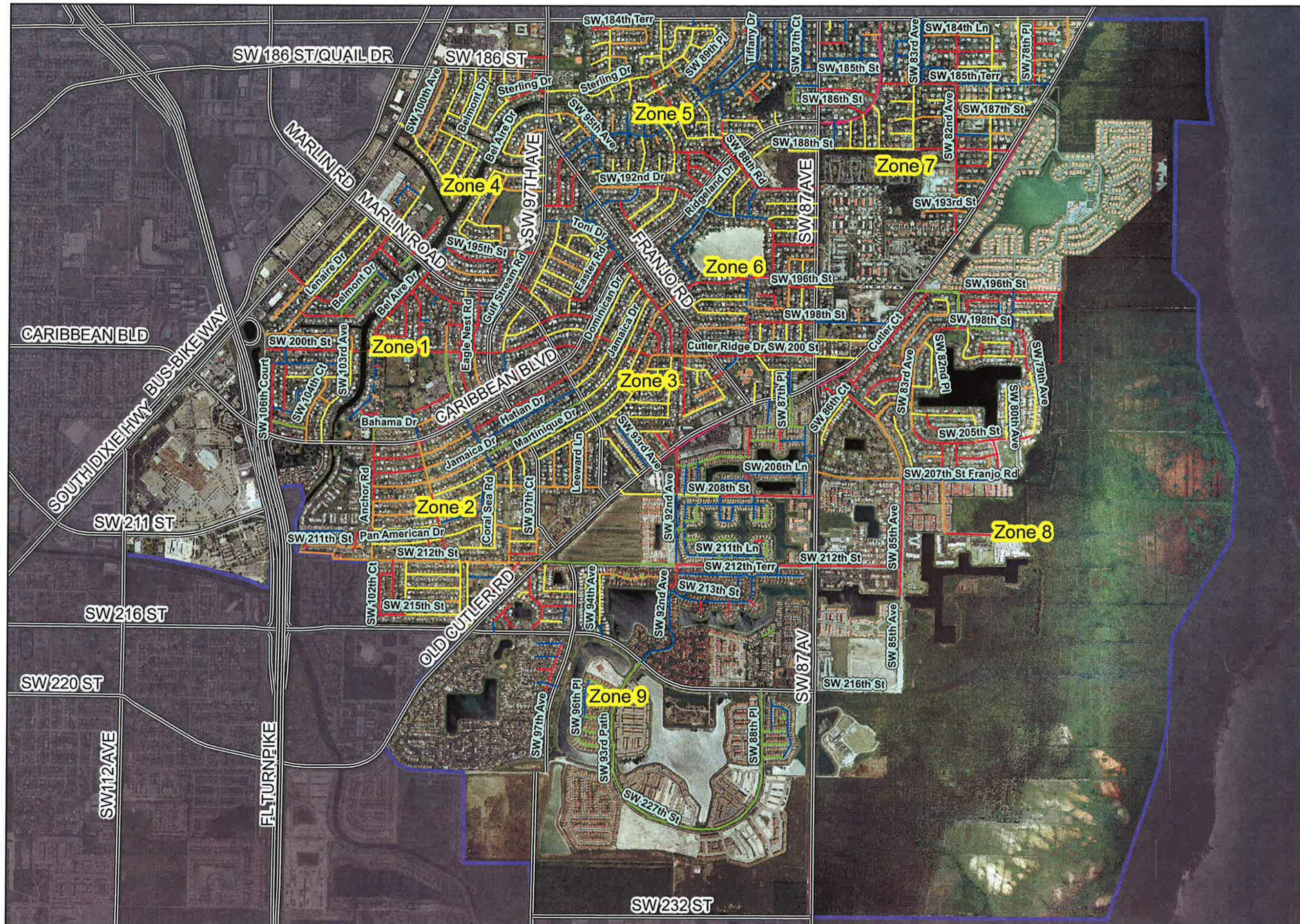




Legend

- Town Limits
- Zone Limits



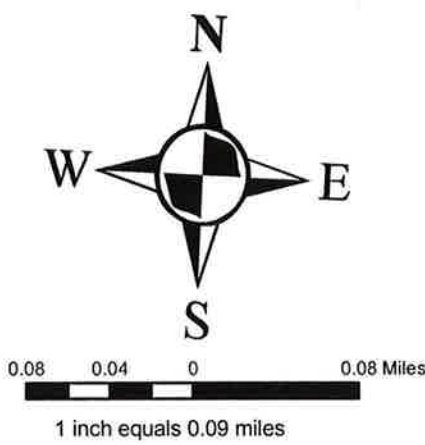
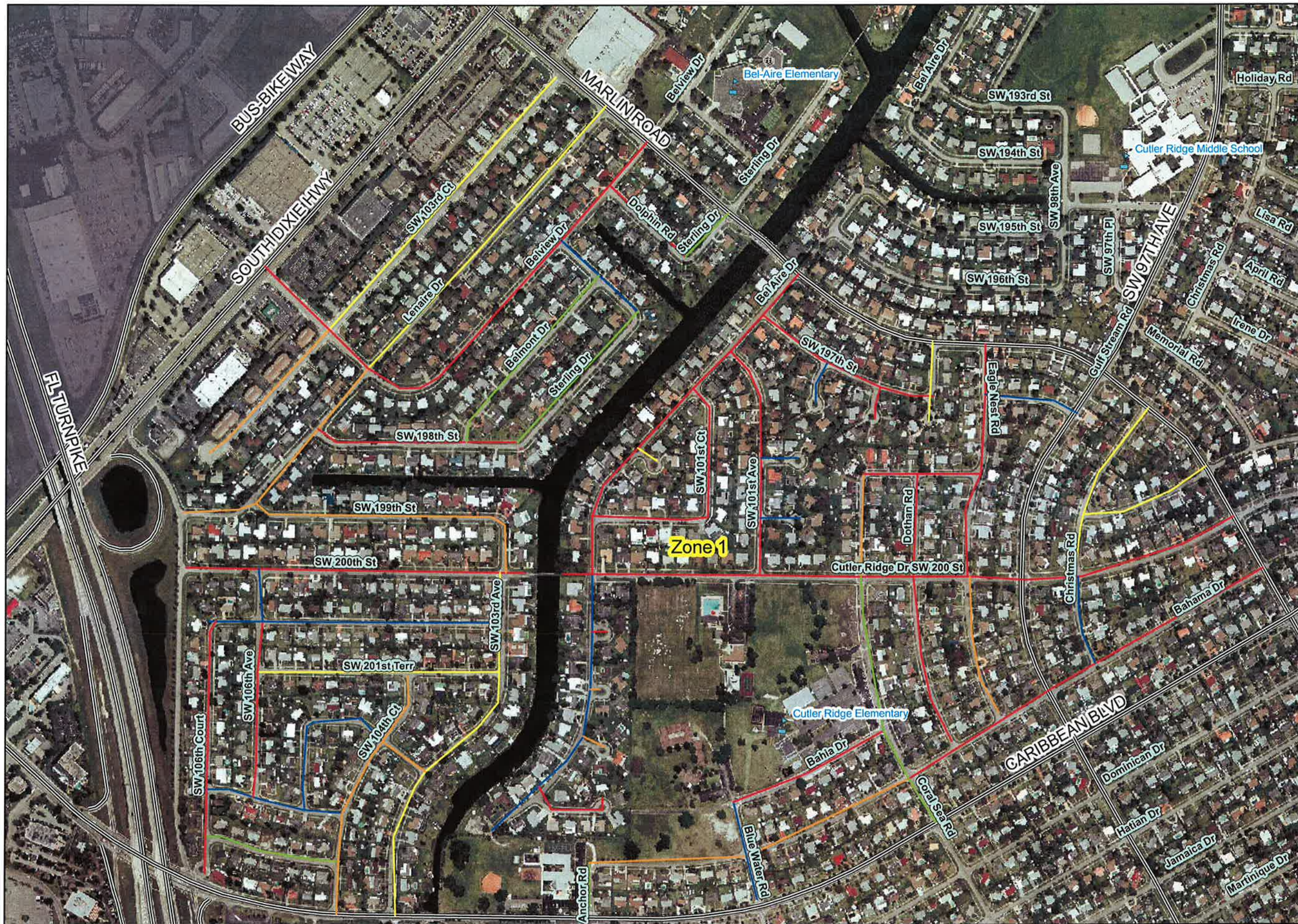


**Not Part of Study

Pavement Survey Summary- All Zones		
Grade	Length (ft)	Percent
Excellent	33310	7%
Very Good	83112	18%
Good	127370	27%
Fair	80541	17%
Poor	147769	31%

Sidewalk Survey Grade-All Zones		
Grade	Area (SF)	Percent
Light Damage	76,475	29%
Heavy Damage	124,025	46%
Root Affected	35,250	13%
Tripping Hazard	31,575	12%





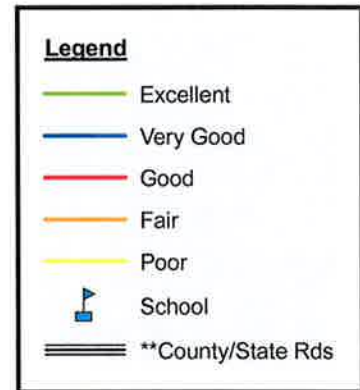
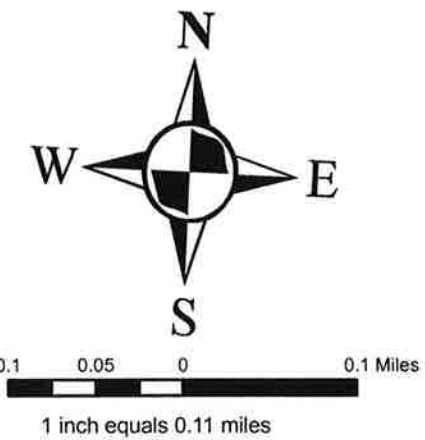
Legend

- Excellent
- Very Good
- Good
- Fair
- Poor
- School
- **County/State Rds

**Not Part of Study

Pavement Survey Summary Zone 1

Grade	Length (ft)	Percent
Excellent	4,610	9%
Very Good	7,489	14%
Good	24,183	45%
Fair	8,488	16%
Poor	8,960	17%



**Not Part of Study

Pavement Survey Summary Zone 2

Grade	Length (ft)	Percent
Excellent	2,105	3%
Very Good	6,868	11%
Good	12,491	19%
Fair	22,891	35%
Poor	20,994	32%



0.07 0.035 0 0.07 Miles

1 inch equals 0.08 miles

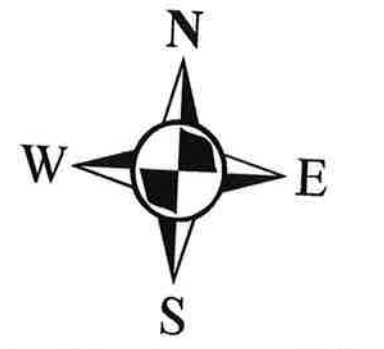
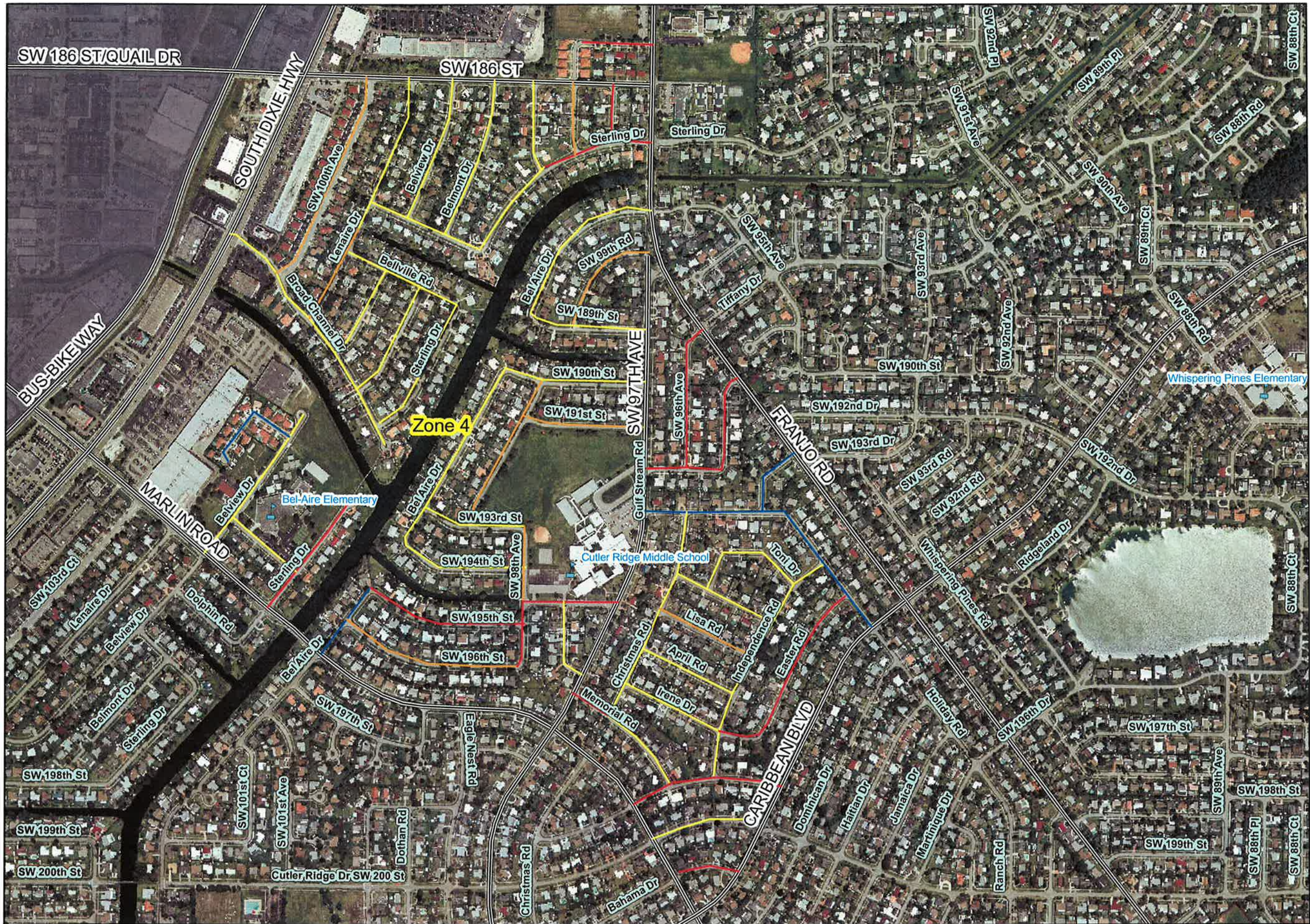
Legend

- Excellent
- Very Good
- Good
- Fair
- Poor
- School
- **County/State Rds

**Not Part of Study

Pavement Survey Summary Zone 3		
Grade	Length (ft)	Percent
Very Good	953	3%
Good	6,720	22%
Fair	5,346	18%
Poor	17,467	57%





0.1 0.05 0 0.1 Miles

1 inch equals 0.12 miles

Legend

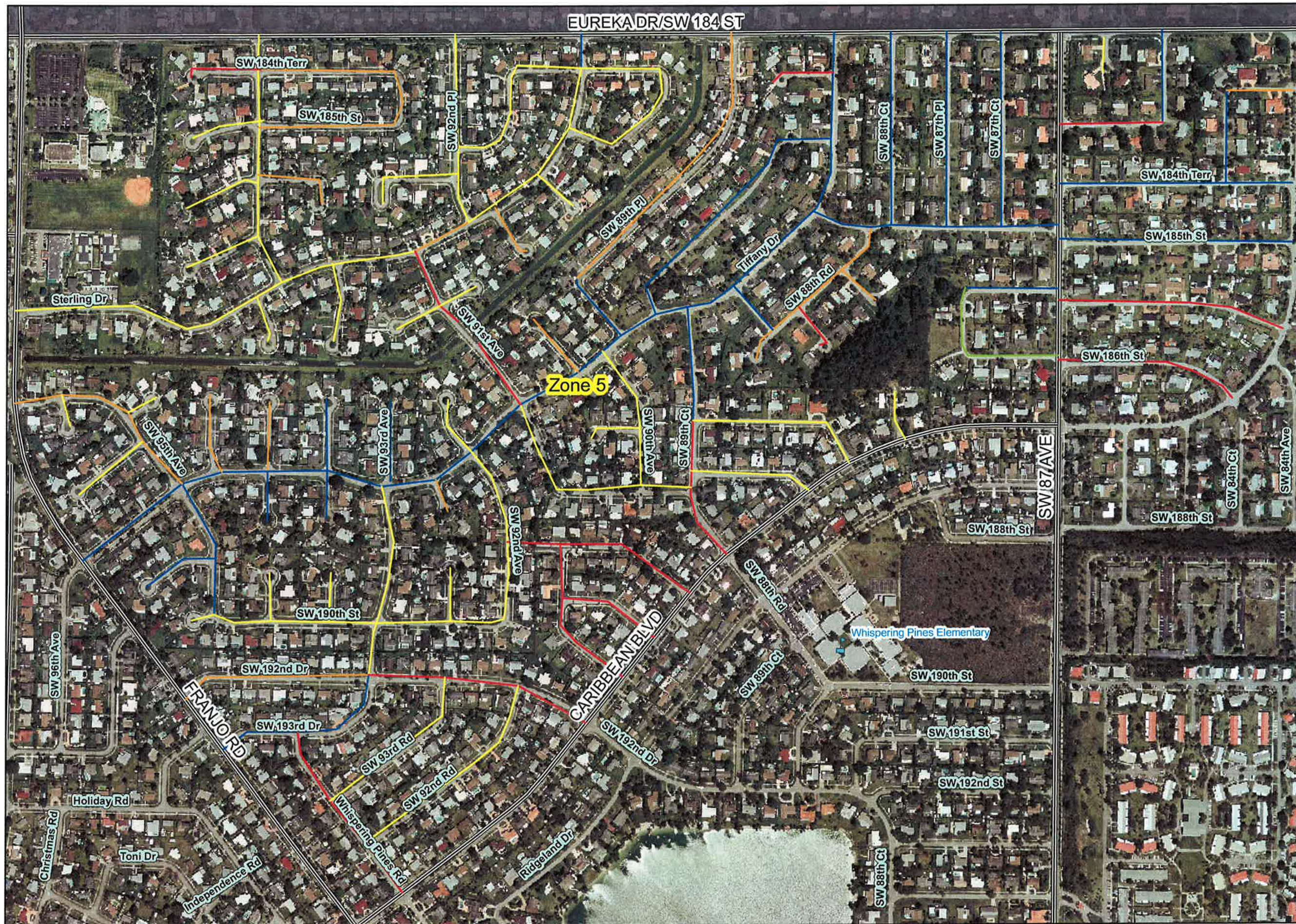
- Excellent
- Very Good
- Good
- Fair
- Poor
- School
- **County/State Rds

**Not Part of Study

Pavement Survey Summary Zone 4

Grade	Length (ft)	Percent
Very Good	3,684	8%
Good	10,043	21%
Fair	7,849	16%
Poor	26,007	55%





0.07 0.035 0 0.07 Miles
1 inch equals 0.09 miles

Legend

- Excellent
- Very Good
- Good
- Fair
- Poor
- School
- **County/State Rds

**Not Part of Study

Pavement Survey Summary Zone 5		
Grade	Length (ft)	Percent
Excellent	809	1%
Very Good	19,291	32%
Good	9,608	16%
Fair	8,982	15%
Poor	21,780	36%



0.075 0.0375 0 0.075 Miles
1 inch equals 0.1 miles

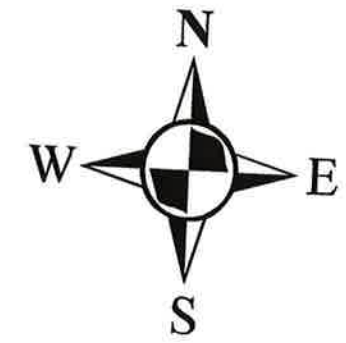
Legend

- Excellent
- Very Good
- Good
- Fair
- Poor
- School
- **County/State Rds

**Not Part of Study

Pavement Survey Summary Zone 6		
Grade	Length (ft)	Percent
Very Good	5,517	15%
Good	11,225	30%
Fair	4,223	11%
Poor	16,818	45%





0.08 0.04 0 0.08 Miles

1 inch equals 0.13 miles

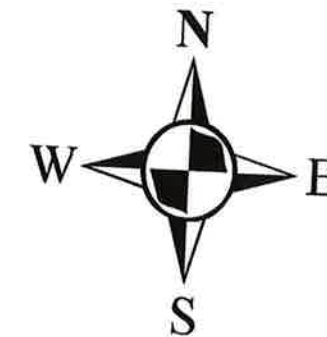
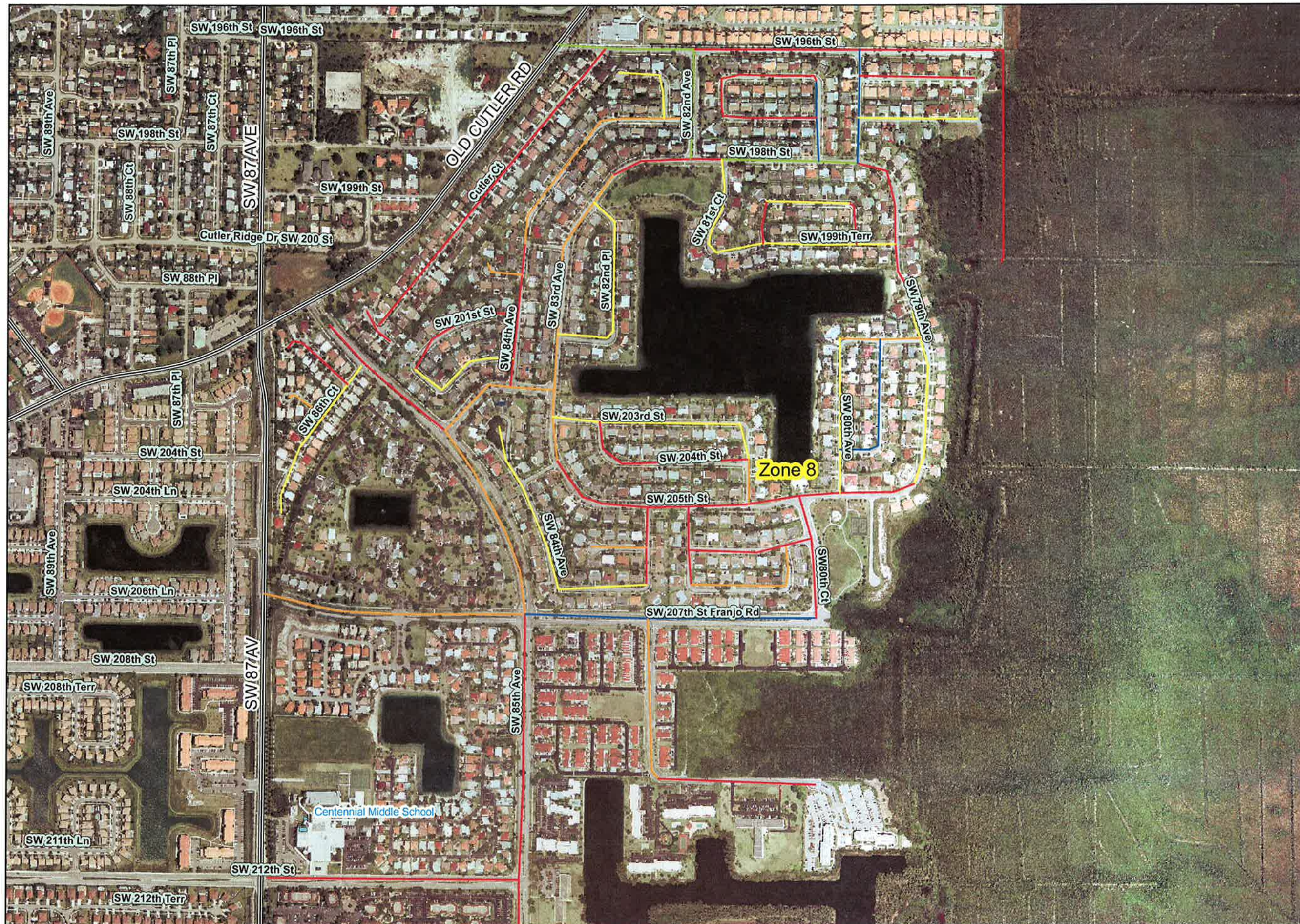
Legend

- Excellent
- Very Good
- Good
- Fair
- Poor
- School
- **County/State Rds

**Not Part of Study

Pavement Survey Summary Zone 7		
Grade	Length (ft)	Percent
Very Good	7,619	18%
Good	11,019	26%
Fair	7,630	18%
Poor	15,380	37%





0.07 0.035 0 0.07 Miles
1 inch equals 0.11 miles

Legend

- Excellent
- Very Good
- Good
- Fair
- Poor
- School
- **County/State Rds

**Not Part of Study

Pavement Survey Summary Zone 8		
Grade	Length (ft)	Percent
Excellent	2,453	5%
Very Good	4,017	7%
Good	24,613	46%
Fair	10,809	20%
Poor	12,023	22%





0.075 0.375 0 0.075 Miles



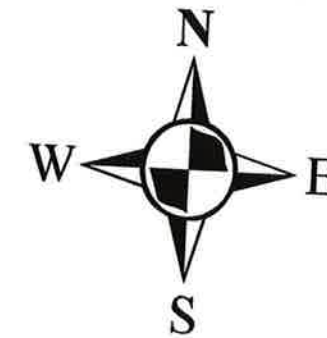
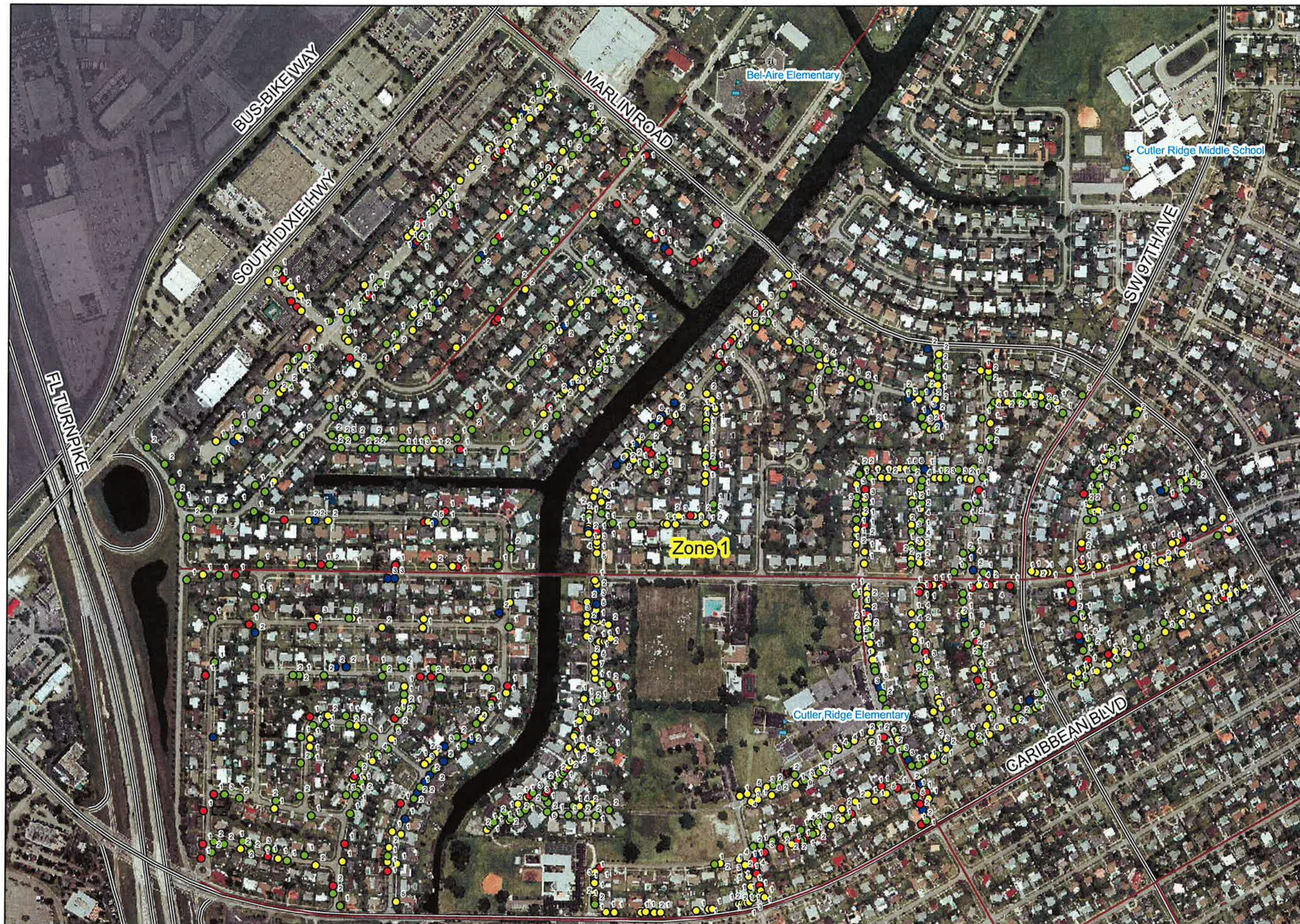
1 inch equals 0.17 miles

Legend

- Excellent
- Very Good
- Good
- Fair
- Poor
- School
- **County/State Rds

**Not Part of Study

Pavement Survey Summary Zone 9		
Grade	Length (ft)	Percent
Excellent	23,333	34%
Very Good	25,414	37%
Good	12,784	19%
Fair	1,519	2%
Poor	5,594	8%



0.08 0.04 0 0.08 Miles

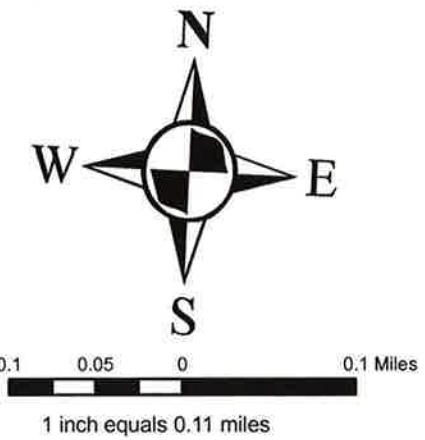
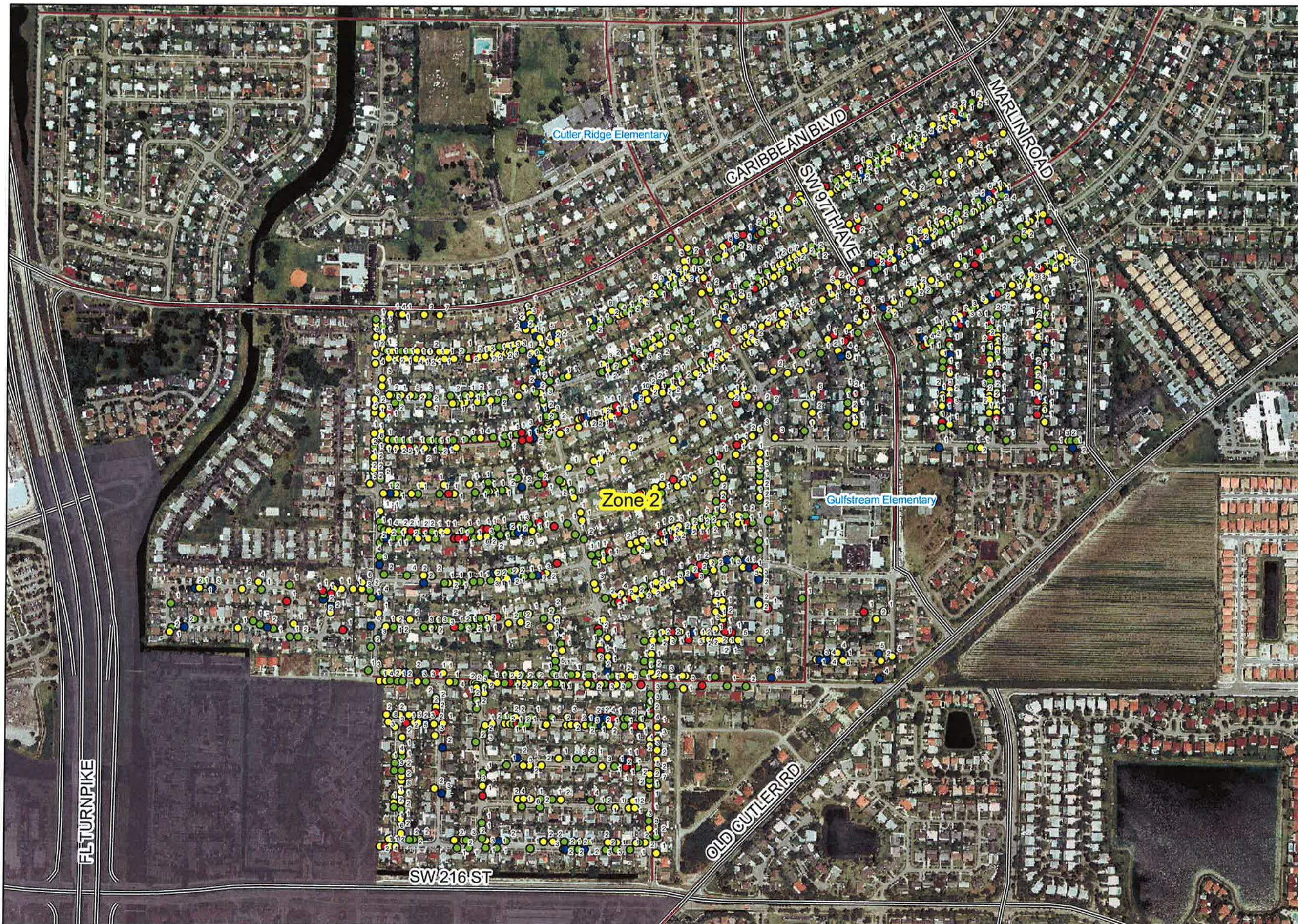
1 inch equals 0.09 miles

Legend

- Light Damage
- Heavy Damage
- Root Affected
- Tripping Hazard
- Safe_Route_To_School
- School
- **County/State Rds

**Not Part of Study

Sidewalk Survey Summary Zone 1		
Grade	Area (SF)	Percent
Heavy Damage	18,825	41%
Light Damage	18,150	40%
Root Affected	5,100	11%
Tripping Hazard	3,575	8%



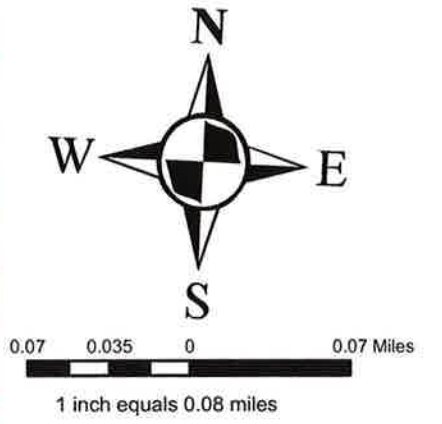
Legend

Sidewalks Survey Grade

- Light Damage
- Heavy Damage
- Root Affected
- Tripping Hazard
- Safe_Route_To_School
- School
- **County/State Rds

**Not Part of Study

Sidewalk Survey Summary Zone 2		
Grade	Area (SF)	Percent
Heavy Damage	32,350	53%
Light Damage	19,325	31%
Root Affected	6,600	11%
Tripping Hazard	3,325	5%



Legend

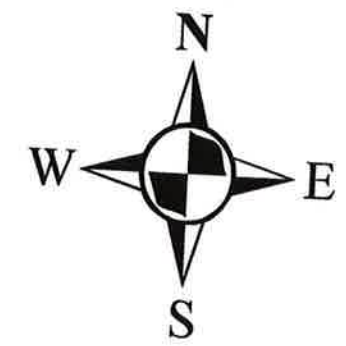
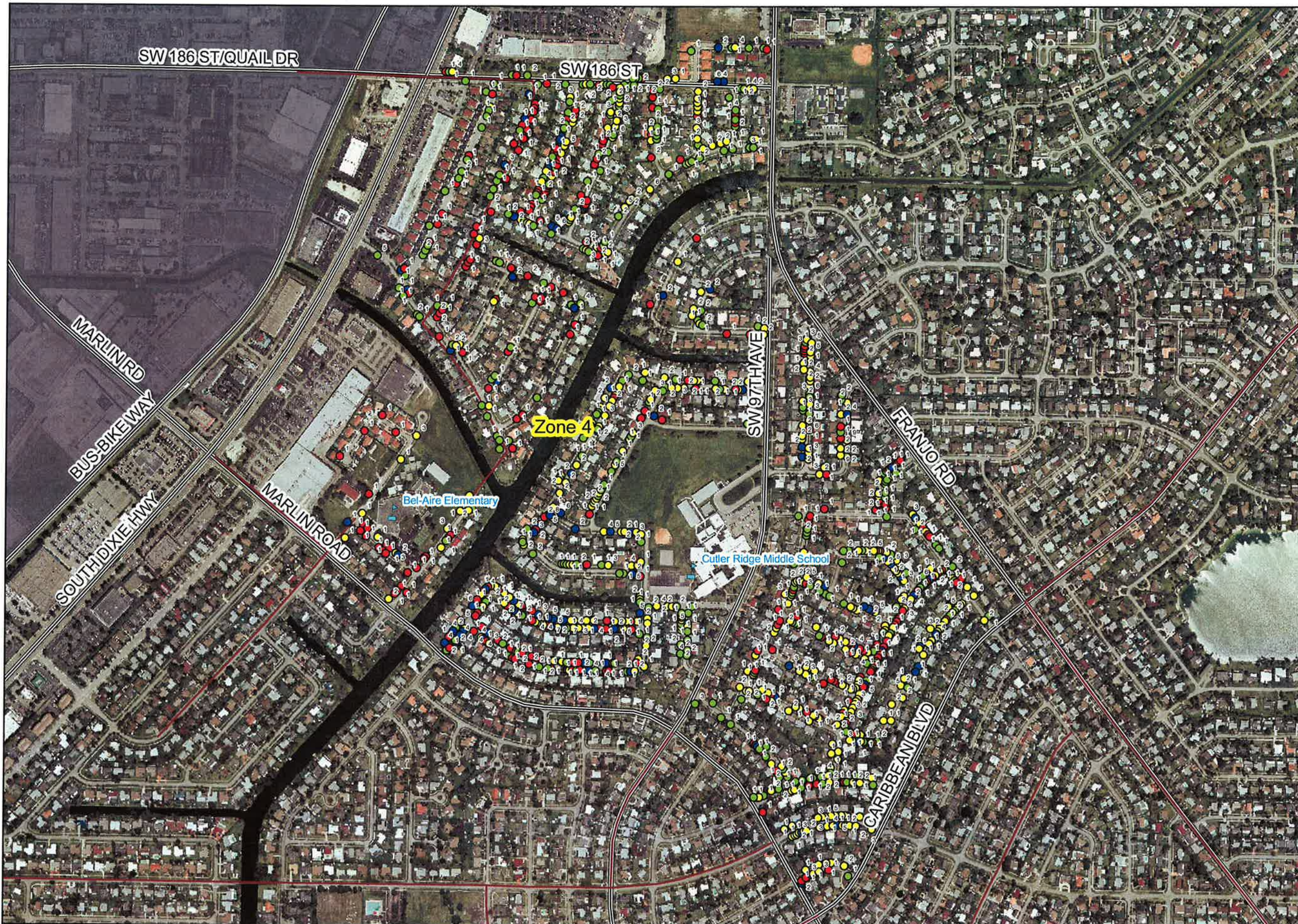
Sidewalks Survey Grade

- Light Damage
- Heavy Damage
- Root Affected
- Tripping Hazard
- Safe_Route_To_School
- 🏫 School
- == **County/State Rds

**Not Part of Study

Sidewalk Survey Summary Zone 3		
Grade	Area (SF)	Percent
Heavy Damage	9,700	37%
Light Damage	9,225	36%
Root Affected	4,375	17%
Tripping Hazard	2,675	10%





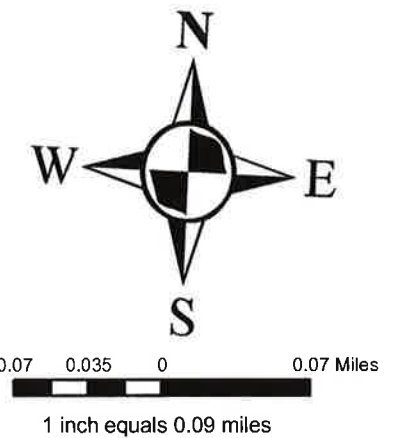
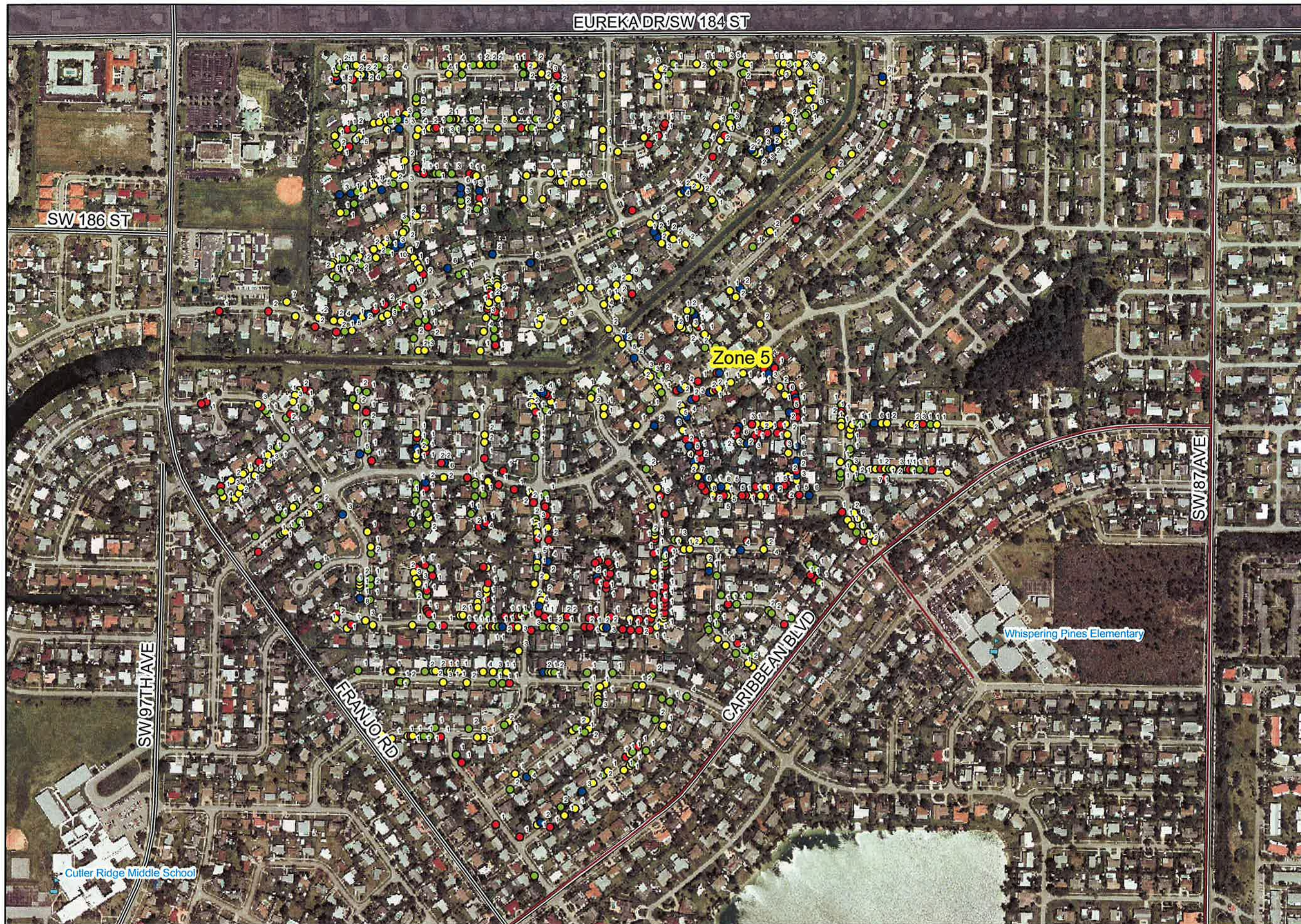
0.1 0.05 0 0.1 Miles
1 inch equals 0.12 miles

Legend

- Light Damage
- Heavy Damage
- Root Affected
- Tripping Hazard
- Safe_Route_To_School
- School
- **County/State Rds

**Not Part of Study

Sidewalk Survey Summary Zone 4		
Grade	Area (SF)	Percent
Heavy Damage	19,925	44%
Light Damage	10,475	23%
Root Affected	6,950	15%
Tripping Hazard	7,775	17%



Legend

- Light Damage
- Heavy Damage
- Root Affected
- Tripping Hazard
- Safe_Route_To_School
- School
- **County/State Rds

**Not Part of Study

Sidewalk Survey Summary Zone 5		
Grade	Area (SF)	Percent
Heavy Damage	19,300	47%
Light Damage	8,300	20%
Root Affected	7,075	17%
Tripping Hazard	6,250	15%





0.075 0.0375 0 0.075 Miles

1 inch equals 0.1 miles

Legend

- Light Damage
- Heavy Damage
- Root Affected
- Tripping Hazard
- Safe_Route_To_School
- School
- **County/State Rds

**Not Part of Study

Sidewalk Survey Summary Zone 6		
Grade	Area (SF)	Percent
Heavy Damage	9,275	49%
Light Damage	2,875	15%
Root Affected	3,150	16%
Tripping Hazard	3,800	20%





0.08 0.04 0 0.08 Miles
 1 inch equals 0.13 miles

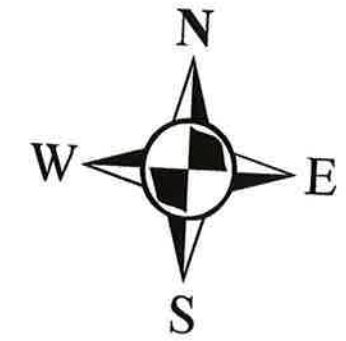
Legend

- Light Damage
- Heavy Damage
- Root Affected
- Tripping Hazard
- Safe_Route_To_School
- 🚩 School
- **County/State Rds

**Not Part of Study

Sidewalk Survey Summary Zone 7		
Grade	Area (SF)	Percent
Heavy Damage	325	57%
Light Damage	100	17%
Root Affected	125	22%
Tripping Hazard	25	4%





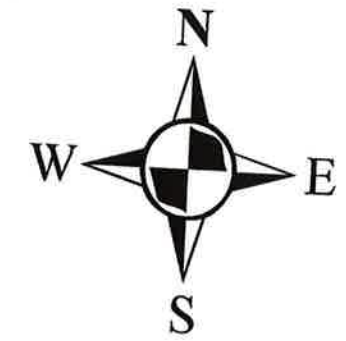
0.06 0.03 0 0.06 Miles
 1 inch equals 0.11 miles

Legend

- Light Damage
- Heavy Damage
- Root Affected
- Tripping Hazard
- Safe_Route_To_School
- School
- **County/State Rds

**Not Part of Study

Sidewalk Survey Summary Zone 8		
Grade	Area (SF)	Percent
Heavy Damage	10,500	46%
Light Damage	6,825	30%
Root Affected	1,575	7%
Tripping Hazard	3,775	17%



0.075 0.0375 0 0.075 Miles
 1 inch equals 0.17 miles

Legend

- Light Damage
- Heavy Damage
- Root Affected
- Tripping Hazard
- Safe_Route_To_School
- School
- **County/State Rds

**Not Part of Study

Sidewalk Survey Summary Zone 9		
Grade	Area (SF)	Percent
Heavy Damage	3,825	67%
Light Damage	1,200	21%
Root Affected	300	5%
Tripping Hazard	375	7%

TAB 5



Department of Public Works

Ralph G. Casals
Public Works Director

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: March 19, 2009

Re: **RFP- LANDSCAPE MAINTENANCE SERVICES**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO LANDSCAPE MAINTENANCE SERVICES; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR LANDSCAPE MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

The Public Works Department is responsible for overseeing the aesthetic appearance of all Town owned roadway which, were transferred to the Town from Miami-Dade County. The Department desires and it is in the best interest of the Town to contract with the most qualified and experienced contractor to provide landscape maintenance services on all Town owned roadways, right-of-ways, medians, swales, and cul-de-sacs. Funding for this service is included within the General Fund – Public Works Department in the Town's 2008-09 Fiscal Year budget.

The Public Works Department is requesting sealed proposals from qualified bidders, to provide high quality landscape maintenance of Town owned roadways. As a result of the Road Transfer Agreement (dated June 19, 2008), several roads/medians were previously maintained by Miami-Dade County Public Works Department's contractors, which are currently being maintained by the Town's contractor. Town staff has set a high-standard of excellence for all of our contractors and recommends that a formal bidding process (RFP) be issued to obtain professional landscape maintenance services.

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

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Town Manger to issue a Request for Proposals for Landscape Maintenance Services.

RESOLUTION NO. 09-___

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO LANDSCAPE MAINTENANCE SERVICES; AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR LANDSCAPE MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) was transferred ownership of all local roads and sidewalks, as per the Road Transfer Agreement dated June 19, 2008; and

WHEREAS, the Road Transfer Agreement transferred the responsibility to the Town for the maintenance of the landscape right-of ways and roadway medians within the Town; and

WHEREAS, “Town” s taff ha s de veloped t he a ttached R equest f or P roposals (Exhibit “A”) in order to obtain proposals from potential companies for the provision of landscape maintenance services; and

WHEREAS, Town O rdnance N umber 06 -22 requires t he T own M anager t o 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, THAT:

Section 1. Recitals. The ab ove r ecitals ar e t rue a nd co rrect an d ar e incorporated herein by this reference.

Section 2. Authorization. The T own M anager is a uthorized t o a dvertise a nd issue of a Request for Proposals for landscape maintenance services, 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 _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
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.A.
Town Attorney

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

REQUEST FOR PROPOSALS
RFP # 09-07
LANDSCAPE MAINTENANCE SERVICE



SUBMITTAL DATE: TBA
TIME: 10:00 AM

REQUEST FOR PROPOSALS
RFP # 09-07
LANDSCAPE MAINTENANCE SERVICE
TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting proposals from qualified firms to provide for the Landscape Maintenance Service for the Town of Cutler Bay. **Interested firms should visit the Town's website at www.cutlerbay-fl.gov to obtain the Request for Proposal 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 including one (1) original and four (4) copies of the submittals must be received no later than **10:00 a.m.** on **TBA, _____, 2009** and be clearly marked on the outside, **"RFP # 09-07 Landscape Maintenance Service"**, by **Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189**. 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 the 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 of Cutler Bay 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.

Steven J. Alexander
Town Manager



TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07

SECTION I
GENERAL CONDITIONS

1. DEFINED TERMS

Terms used in these Instructions to Proposers are defined and have the meaning assigned to them. The term "Proposer" means one who submits a proposal directly to the Town as distinct from a Sub-Contractor, who submits a proposal to the Proposer. The term "Successful Proposer" means the best, qualified, responsible and responsive Proposer to whom the Town (on the basis of Town's evaluation as hereinafter provided) makes an award. The term "Town" refers to the Town of Cutler Bay, a municipal corporation of the State of Florida. The term "Proposal Package" includes all items as listed and identified in Section IV. The term "Contractor" shall mean the individual(s) or firm to whom the award is made or also referred to as the Successful Proposer. The term "Contractor Administrator" shall mean the Town Manager or his designee.

2. GENERAL

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals. These instructions have equal force and weight with other portions of the specifications and strict compliance is required with all the provisions contained herein.

3. PROPOSAL REQUIREMENTS

3.1 Scope of Services Proposed

Clearly describe how contractor will perform the scope of services proposed including a work plan including an explanation of methodology to be followed to perform the services required of this proposal. Include information as to level of staff to be assigned, a list of products/chemicals used including MSDS sheets for each and a list of equipment.

3.2 Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, and number of years of relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. This section must also identify the contact person and telephone number.

3.3 Proposal Package

All proposals shall be submitted on the Town provided Proposal Package forms. Failure to do so may cause the proposal to be rejected. All blanks on the proposal forms must be completed. For further information as to the Instructions to Proposers or the Proposal Package contact Erika Gonzalez-Santamaria, Town Clerk at (305) 234-4262 or Email: esantamaria@cutlerbay-fl.gov.

4. PRE-PROPOSAL CONFERENCE AND SITE INSPECTION

All Proposers or their representatives are strongly urged to attend a pre-proposal conference on **TBA** at Town Hall, 10720 Caribbean Blvd., Suite# 105, Cutler Bay, Florida. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements. Questions regarding the site and specifications will be answered, and Proposers will be able to familiarize themselves with conditions that may affect the proposal prices.

All Proposers shall be held responsible at this time to fully investigate the scope of work to be undertaken based on the Special Conditions and Proposal Detail Requirements included.

5. SUBMISSION OF PROPOSAL

One (1) original and four (4) copies of the Proposal shall be submitted no later than **TBA** to the Office of the Town Clerk, Town Hall, 10720 Caribbean Blvd., Suite# 105, Florida 33189, in a sealed envelope which must be plainly marked on the outside:

Landscape Maintenance Service
RFP # 09-07
Proposal Opening: **TBA**
Time: 10:00 a.m.

Town of Cutler Bay
Office of the Town Clerk
10720 Caribbean Blvd., Suite# 105
Cutler Bay, Florida 33189

Proposals will be publicly opened and read. All Proposers and their representative are invited to be present.

Proposals shall be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will **not** be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall **not** be accepted under any circumstances. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that this proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

6. POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Erika Santamaria – Town Clerk, Email: esantamaria@cutlerbay-fl.gov at least seven (7) business days prior to opening. The Town shall **not** be responsible for oral interpretations given by any Town employee or its representative.

7. EVALUATION METHOD AND CRITERIA

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>Maximum Points</u>
Scope of Services / Plan	20
Firm Qualifications	20
References (Relevant experience)	10
Cost	<u>50</u>
Total	100

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the Town Council. As the best interest of the Town may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The Town will determine which Proposers are “responsible and responsive”.

8. DESCRIPTION OF EVALUATION CRITERIA (S):

SCOPE OF SERVICES (20 POINTS): Each bidder will be evaluated on their approach on how the scope of services will be met and the operational plan. A work plan including an explanation of methodology to be followed to perform the services required in the proposal. Information regarding the level of staff to be assigned to contract must also be included.

FIRM QUALIFICATION (20 POINTS): Each bidder shall give a description of the firm, including the size, range of activities, and the number of years with relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The firm should also submit proof of insurance as a part of the qualifications portion of their proposal.

REFERENCES (Relevant Experience) (10 POINTS): As part of the proposal evaluation process, the Town will conduct an investigation of references, including a record check or consumer affairs complaints. Proposer’s submission of a proposal constitutes acknowledgment of the process and consent to investigate. The Town is the sole judge in determining Proposers qualifications.

COST (50 POINTS): Each bidder shall provide a lump sum cost for the initial three (3) years. Additionally, the lump sum cost must be divided into thirty six (36) monthly installments. Please note: the Town will be processing contract payments on a monthly basis.

The Town as part of their evaluation may perform an inspection of the Bidder’s facilities. The Selection Committee, Town Manager, or his designee as part of their evaluation may perform this inspection. The Selection Committee may perform a second pre-award inspection of the Successful Bidder’s facilities and any technical advisors they deem necessary, prior to the award of a Contract.

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 Services.

The inspection may include, but 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 may be inspected for compliance with State of Florida Statutes, as well as applicable County and Town Ordinances. Additionally, inspection may include verification of some of the (physical) minimum requirements for Bidders. Additionally, the Town reserves the right to perform such inspections on the Successful Bidder as often as it deems necessary, to ensure proper performance of the proposed Contract.

The Town may require Bidders to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Selection Committee or the Town Manager. If required, Bidders will be notified in writing prior to the date of such a presentation.

9. ADDENDUM(S)

Changes in specification requirements will be issued on official addendum(s). The issuance of written addendum(s) is the only official method whereby interpretation, clarification changes or additional information can be given. If any addendum(s) are issued, the Town will attempt to notify all known prospective Proposers. However, it shall be the responsibility of each Proposer, prior to proposal submittal, to contact Erika Gonzalez-Santamaria, Town Clerk, Email: esantamaria@cutlerbay-fl.gov at (305) 234-4262 to determine if addendum(s) were issued and to make such addendum(s) a part of the proposal.

10. ACCEPTANCE OR REJECTION OF PROPOSALS

All proposals submitted shall be valid for a period of forty-five (45) calendar days from the day of the proposal opening. However, any proposal may be withdrawn up until the time set for proposal opening. Any proposals not so withdrawn shall upon opening, constitute an irrevocable offer for goods and services until accepted by the Town Council's Award.

Reasonable efforts will be made to either award the Contract(s) or reject all proposals within forty-five (45) calendar days after proposal opening date. A Proposer may not withdraw his proposal before the expiration of forty-five (45) days from the date of proposal opening. A Proposer may withdraw his proposal after the expiration of forty-five (45) days from the date of proposal opening by delivering written notice of withdrawal to the Town Manager's Office prior to award of contract by the Town of Cutler Bay Council.

The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each bidder agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

11. AWARD OF CONTRACT

Once the proposals are opened, a Selection Committee will evaluate the proposals and a recommendation will then be presented to the Town Manager.

It is the Town's intent to award the contract to one (1) Proposer; however, the Town reserves the right to award the contract to two (2) Proposers or more if the Town deems it is in Town's best interest.

The Contract will be awarded only to a responsible Proposer(s) licensed, and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in similar work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed and certified by all applicable local, county and state agencies.

The Proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the Town Council of Cutler Bay. Within five (5) business days after receiving Notice of Award the Successful Proposer shall submit a revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

The award is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal, the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Town or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Officer's firm or any of its branches or affiliate companies.

12. CONTRACT PERIOD

The initial Contract period shall be for three (3) years, with the option to renew annually not to exceed a maximum two (2) years. The Town will process payments on a monthly basis [thirty six (36) equal payments]. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

13. PERMITS, FEES AND NOTICES

The Successful Proposer shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract.

All county, state or federal fees and permits shall be applied for and paid by the Proposer as necessary. Proposer must provide Town with copy(s) of valid licensing by state/county agency for this type of work.

It is the Proposers responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

14. NEGOTIATIONS

The Town reserves the right to enter into Contract negotiations with the selected Proposer. If the Town and the selected Proposer cannot negotiate a successful contract, the Town may terminate such negotiations

and begin negotiations with the next selected Proposer, reject all proposals or re-advertise the contract. No Proposer shall have any rights against the Town arising from such negotiations.

15. LAWS/ORDINANCES

The Proposer shall observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

16. ERRORS AND OMISSIONS

The Town is not required to accept any request by any Proposer to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the request for proposals and Instructions to Proposers may be rejected at the option of the Town. The Town does, however, have the option to waive technicalities and request further information or clarification.

17. WARRANTIES OF USAGE

No warranty is given or implied by the Town as to any components listed in this Request for Proposals and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all or any part of the proposal and to increase or decrease locations of Proposers proposal to meet additional or reduced requirements of the Town.

18. ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him, without the previous written consent of the Town Manager or his designee.

19. COLLUSION

The Proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the Town. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

20. 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.

21. CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

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.

21.1 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, 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 (10) 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.

22. 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.

[END OF SECTION]

SECTION II
RFP # 09-07
SPECIAL CONDITIONS

1. INSURANCE REQUIREMENTS

Throughout the term of this Contract, Successful Proposer and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

1.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$500,000 each accident.

1.2 General Liability

Commercial General Liability insurance with limits not less than \$2,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. This policy of insurance shall be written in an "occurrence" based format.

1.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$2,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

1.5 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, Town may, at their sole option terminate this Agreement effective on the date of such lapse of insurance.

Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the Town of Cutler Bay and its Officers, Agents, Employees and Council Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

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

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposers Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

1.6 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of AB or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

2. SAFETY

2.1 Job Site

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposers failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Town reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on Town property and to ensure safety rules are not being violated.

2.2 Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of "Florida Substance List" which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS) The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

3. CARE AND SAFETY

The Contractor shall exercise the greatest of caution and care in servicing each site so as not to be or create a hazard which may affect the health, safety and welfare of users of the site or those surrounding, abutting or passing, and so as not to cause or inflict damage to any portion of the site and the area abutting and surrounding. The Contractor shall be responsible for all damages to persons and/or property occurring in the course of or resulting from his work, and shall be responsible for all repair, restoration, replacement and/or restitution for said damages at the Contractor's sole expense.

4. TRAFFIC CONTROL AND PROTECTION

Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. The Successful Proposer shall be responsible for the plans for traffic control around or through work sites and shall be developed with safety as the primary concern. The plans shall include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crews, traffic control personnel, pedestrians and motorists shall be addressed. In all cases the operation plan for traffic control and protection shall include provisions for the following:

- a) Advance warning
- b) Clear view of work site
- c) Roadway delineation
- d) Regulatory information
- e) Hazard warning
- f) Barriers
- g) Pedestrians safety
- h) Access
- i) Location of vehicle and equipment
- j) Night safety
- k) Personnel
- l) Traffic control and protection devices (see the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.)

5. DAMAGES, VANDALISM AND THEFT

In the event the Contractor discovers or is made aware of damages, vandalism or theft at a site specified herein, the Contractor, shall immediately notify the Town of same, and shall file a police report of the occurrence.

6. SUB-CONTRACTORS

6.1 Sub-Contractors Terms

The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the Town.

6.2 Sub-Contractors Agreement

Written approval by the Town Manager or his designee will be required, prior to hiring any subcontractor. All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the Sub-contractor.

7. PUBLIC ENTITY CRIMES STATEMENT

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

8. DRUG-FREE WORKPLACE PROGRAMS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

9. SURETY BONDS

9.1 Bid Bond

Each Proposal must be accompanied by a Bid Bond or Cashiers Check, in an amount no less than five percent (5%) of the proposal annual amount. All Bid Bonds shall be valid for a period of at least ninety (90) days from the proposal submission date. The Bid Bonds for all unsuccessful Proposals shall be returned within thirty (30) business days after Notice of Award of Contract.

9.2 Performance Bond

Simultaneous with the delivery of the executed contract to the Town, the Contractor shall furnish to the Town an executed performance bond in the amount equal to one hundred percent (100%) of the annual bid amount, as security for the faithful performance of the contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith. It shall be submitted on forms provided. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the contract, and shall fully indemnify and save harmless the owner for all costs and damages he may suffer by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

10. INSPECTION, DIRECTION AND PAYMENT

10.1 Direction

The work will be conducted under the general direction of the Town Manager or his designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization of the Town Manager or his designee nor shall the presence of an inspector relieve the Contractor from any requirements of the Contract.

10.2 Landscape Maintenance Report

The Contractor must complete the Landscape Maintenance Report form as per sample Attachment "A" and submit it to the attention of the Public Works Director within twenty-four (24) hours of completing any work. All work will be inspected by the Public Works Director promptly after receipt of the Landscape Maintenance Report form, which must be approved before payment is rendered. Unsatisfactory items will be identified and explained on the form by the Public Works Director. Forms with comments will be returned to the Contractor. Unsatisfactory items must be corrected by the Contractor within two (2) business days. A failure in the Contractor's responsibility as outlined above will result in a payment withholding.

10.3 Inspection

The Town's Public Works Department representative will make final inspection of the work covered by this Contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the Contractor's responsibility as outlined will result in payment withholding until compliance is received and approval granted.

10.4 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. Invoices will be verified by checking them against Landscape Maintenance Report forms that were approved for payment during the time period being invoiced. The Town shall pay the Contractor pursuant to the Florida Prompt Payment Act.

END OF SECTION

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SECTION III
RFP # 09-07
DETAILED REQUIREMENTS

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

1. SCOPE OF SERVICES

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

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

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

2. GENERAL REQUIREMENTS

All Zone areas listed in this section (Attachment "B") shall be maintained according to the following standards for litter control, mowing, edging, weeding and shrub pruning. Maps are also provided outlining the Zone areas.

2.1 To provide experienced personnel under competent supervision to perform all labor required by this Contract in a safe and workmanlike manner.

2.2 All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

2.3 The President / Chief Operating Officer of the contracting firm must be available to attend bi-weekly meetings with the Public Works Director or his designee.

2.4 To provide a written schedule of planned grounds maintenance activities in advance of the first day of each month.

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

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

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

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

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

3. MOW, EDGE, TRIM AND CLEAN

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

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

4. GARDENING

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

5. WEED MANAGEMENT

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

6. WEED CONTROL

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

7. LITTER

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

8. OTHER

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

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

9. SCHEDULES

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

10. LIST OF ZONES

ZONE NUMBER 1

ZONE NUMBER 2

ZONE NUMBER 3

[END OF SECTION]

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Attachment "A"

Town of Cutler Bay
Public Works Department
10720 Caribbean Blvd., Suite# 105
Cutler Bay, FL 33189
Phone: (305) 234-4262

LANDSCAPE INSPECTION FOLLOW UP REPORT

FROM: _____ **PHONE:** _____ **FAX:** _____

TO: _____ **CONTRACTOR:** _____

INSPECTION DATE: _____

Right - of - Ways: _____

Swales / Cul-de-sacs: _____

OTHER COMMENTS: _____

ATTACHMENT “A”

- **ZONE MAPS**

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



**SECTION IV
PROPOSAL PACKAGE**

LANDSCAPE MAINTENANCE SERVICE

PROPOSALS MUST BE SUBMITTED BY ON BEFORE: TBA

**TO: TOWN HALL
OFFICE OF THE TOWN CLERK
10720 Caribbean Blvd., Suite# 105
Cutler Bay, Florida 33189**

THIS PROPOSAL SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: () _____ **FAX#:** () _____

Email: _____

**SECTION IV
PROPOSAL REQUIREMENTS CHECKLIST
RFP # 09-07**

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Section 1.01 CHECK LIST	FORMS ATTACHED	
Bid Package: One (1) original and Four (4) copies	Yes _____	No _____
Proposal Confirmation	Yes _____	No _____
Proposal Cost per Zone	Yes _____	No _____
Equipment List	Yes _____	No _____
Scope of Services Proposed	Yes _____	No _____
Proposer's Qualifications	Yes _____	No _____
Proposer's References	Yes _____	No _____
Indemnification Clause	Yes _____	No _____
Non-Collusive Affidavit	Yes _____	No _____
Drug-Free Workplace Form	Yes _____	No _____
Sworn Statement on Public Entity Crimes	Yes _____	No _____
Exception to the Request for Proposals	Yes _____	No _____
Bid Bond	Yes _____	No _____
Performance Bond	Yes _____	No _____
Proof of Insurance	Yes _____	No _____
Contract	Yes _____	No _____
Valid License (including appropriate Pesticide Application Certificate)	Yes _____	No _____
MSDS Sheets and Chemical Applications	Yes _____	No _____
Addendum Acknowledgment Form	Yes _____	No _____
Anti-Kickback Affidavit	Yes _____	No _____

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

Zone Number 1 – \$ _____

Zone Number 2 – \$ _____

Zone Number 3 – \$ _____

Allowances (FIXED AMOUNT- PER YEAR) \$ 8,000

TOTAL BID PRICE (PER YEAR) \$ _____

TOTAL BID PRICE (IN WORDS):

Article II. OPTION TO RENEW

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

Taxpayer Identification Number: _____

Bidder: _____

Company Name

Signature of Authorized Representative

Printed Name and Title

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
PROPOSER'S QUALIFICATIONS**

This section of the proposal should give a description of the firm, including the size, range of activities, and the number of years with relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience project will be brought to bear on the proposed project.

This section must also identify the contact person and telephone number.

Note: Additional sheets may be attached if necessary.

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
PROPOSER'S QUALIFICATIONS (CONTINUED)**

NOTE: This statement of Proposers Qualifications must be completely filled out, properly executed and returned as part of your proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

Yes _____ No _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? _____

4. If Proposer is an individual or a partnership, answer the following: _____

- a. Date of organization: _____

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
PROPOSER'S QUALIFICATIONS (CONTINUED)**

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes _____ No _____

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
PROPOSER'S QUALIFICATIONS (CONTINUED)**

If so, give particulars including circumstances, where and when, name of bonding company, name and address of owner and disposition of matter:

8. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

- b. State the name of the individual(s) and titles that will have personal supervision of the work:

9. List name and title of persons in your company who are authorized to enter into a Contract with the Town of Cutler Bay, Florida for the proposed work should your company be the Successful Proposer.

Name _____

Title _____

Phone #: _____

Email: _____

TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
PROPOSER'S QUALIFICATIONS (CONTINUED)

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the Town of Cutler Bay, Florida to verification of the recitals comprising this statement of the Proposers qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSERS QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: _____

Signature

Print Name

Company

Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

Witness

Witness

Respectfully submitted

(CORPORATE SEAL)

Company - Contractor

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
PROPOSER'S QUALIFICATIONS (CONTINUED)**

ATTEST:

Secretary

By _____ (Seal)
President

Witness

Witness

Contractor Signature

END OF SECTION

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
REFERENCES**

The following is a list of at least four (4) references that Proposer has provided similar service in the past three (3) years. **Government agency references are preferred.**

1. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

2. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

3. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

4. Name of Firm, City, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

NOTE: Additional references may be attached and provided.

TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
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 _____, 2009.

My Commission Expires:

Notary Public State of Florida at Large

END OF SECTION

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 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.

Proposer's Signature

Date

Print Name

TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
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, non jury 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. Te 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.

Sworn to and subscribed before me this _____ day of _____, 2009.

Personally known _____

OR produced identification _____ Notary Public – State of _____

_____ My commission expires _____
(Type of identification)

(Printed, typed or stamped commissioned
Name notary public)

END OF SECTION

SECTION V

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Contractor, and _____

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of five (5) percent of the proposed annual base bid amount of:

(Written Dollar Amount)

dollars (\$_____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and the detailed Drawings and Specifications, entitled:

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICES
RFP # 09-07**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of fifty thousand (\$50,000) dollars be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to one hundred percent of the annual base bid amount, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____
as Principal herein, has caused these presents to be signed in its name by its _____
_____ and attested by its _____
_____ under its corporate seal, and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by its
_____ and attested in its name by its _____ under its
corporate seal, this _____ day of _____ A.D., 2009.

Signed, sealed and delivered
in the presence of:

As to Principal

As to Surety

PRINCIPAL: _____

BY: _____

NAME: _____

Surety

BY: _____
Attorney-in-Fact
(Power-of-Attorney to be attached)

BY: _____
Resident Agent

[END OF SECTION]

SECTION VI

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and

_____, as Surety, are bond to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Owner, in the amount of **one hundred (100%) percent on the annual base bid amount** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Landscape Maintenance Service, RFP# TBA , awarded the ____ day of _____, 2009, with Owner for _____ in accordance with specifications prepared by the Town of Cutler Bay and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for Landscape Maintenance for Town Facilities, Medians and Swales ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
PERFORMANCE BOND (CONTINUED)

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2009.

WITNESSES:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
PERFORMANCE BOND**

IN THE PRESENCE OF:

INSURANCE COMPANY

Witness

By: _____
Agent and Attorney-in-Fact

Witness

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

TOWN OF CUTLER BAY
ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Proposer: _____
(Company Name)

(Signature)

(Printed Name & Title)

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 _____, 2009

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

SECTION VII
TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
ALLOWANCES

PART 1 SCOPE OF WORK

1.01 DEFINITION

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

1.02 ALLOWANCE ACCOUNT

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

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

Town Manager or his designee duties:

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

Contractor's Duties:

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

4. Notify Town Manager or his designee promptly of:
 - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
 - b. Any effect on the construction schedule anticipated by selection under consideration.

1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION

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

1.05 ADJUSTMENT OF COSTS

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

PART 2 EXECUTION

2.01 MEASURE AND PAYMENT

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

END OF SECTION

[SPACE LEFT INTENTIONALLY BLANK]

SECTION VIII
TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07

CONTRACT
LANDSCAPE MAINTENANCE SERVICE

THIS AGREEMENT is made this _____ day of _____, 2009 by and between the Town of Cutler Bay, Florida (the "Town") and _____ (the "Contractor").

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

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

1.2 **COMPENSATION/PAYMENT**-

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

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

1.2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$ _____ (the "Agreement Sum").

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

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

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

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

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

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

1.5 **INDEMNIFICATION-**

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

1.5.2 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

1.5.3

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

Instructions to Bidders;
All Addendums;

Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

An acknowledgement of the acceptance of the terms of this contract should be included as a part of Proposal. Any exceptions to terms of this contract should be included in the exceptions section of the Proposal.

1.7 **CONTRACTOR'S EMPLOYEES-**

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

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

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

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

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

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

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

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

1.9.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

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

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

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

1.9.5 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

1.10 **ASSIGNMENT AND AMENDMENT-** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.

1.11 **TERMINATION-**

1.11.1 Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

1.11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

1.11.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

1.11.4 The Town may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

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

1.14 **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

1.15 **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.

1.16 **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

1.17 **WAIVER OF JURY TRIAL** - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

1.18 **COUNTERPARTS** - This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

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

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

- 1.20 **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
- 1.21 **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
- 1.23 **LAWS, RULES & REGULATIONS** - Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.
- 1.24 **POLICY OF NON-DISCRIMINATION** - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
- 1.25 **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
- 1.26 **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

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

Contractor:

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

Attest:

TOWN OF CUTLER BAY

By: _____
Erika Gonzalez-Santamaria, CMC, Town Clerk

By: _____
Steven J. Alexander – Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

CONTRACTOR:

By: _____

By: _____

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

END OF DOCUMENT



**Town of Cutler Bay
Public Works Department
Landscape Maintenance Services
RFP # TBA**



SITE #	REFERENCE ADDRESS	SITE DESCRIPTION(S)
1	9233 SW 212 Terrace	CUL-DE-SAC
2	9285 SW 212 Terrace	CUL-DE-SAC
3	9335 SW 212 Terrace	CUL-DE-SAC
4	9384 SW 212 Terrace	CUL-DE-SAC
5	9400 SW 215 Lane	CENTER ISLAND
6	SW 212 Street (between SW 87 Avenue & SW 92 Place)	CENTER MEDIANS
7	9704 SW 213 Terrace	CENTER ISLAND
8	21370 SW 97 Court	CUL-DE-SAC
9	21341 SW 97 Court	CENTER ISLAND
10	SW 212 Street (between SW 87 Avenue & SW 85 Avenue)	CENTER MEDIANS
11	SW 85 Avenue (between Old Cutler Rd. & theoretical SW 213 Street)	CENTER MEDIANS & SWALES
12	8395 SW 187 Terrace	CUL-DE-SAC
13	8370 SW 187 Street	CUL-DE-SAC
14	8390 SW 186 Street	CUL-DE-SAC
15	18490 SW 83 Place	CUL-DE-SAC
16	8221 SW 185 Street	CUL-DE-SAC
17	Caribbean Blvd. & Franjo Road	CENTER MEDIANS & SWALES
18	Caribbean Blvd. & Eureka Drive	CENTER MEDIANS
19	19707 SW 84 Place	CENTER ISLAND
20	18421 SW 86 Court	CUL-DE-SAC
21	18620 SW 88 Road	CUL-DE-SAC
22	8823 SW 185 Lane	CUL-DE-SAC
23	8825 SW 185 Terrace	CUL-DE-SAC
24	Tiffany Drive & Franjo Road	CENTER MEDIAN
25	9511 SW 190 Street	CUL-DE-SAC
26	18922 SW 94 Avenue	CUL-DE-SAC
27	18924 SW 89 Court	CUL-DE-SAC
28	9542 SW 189 Terrace	CUL-DE-SAC
29	9550 SW 188 Terrace	CUL-DE-SAC
30	9475 SW 188 Street	CUL-DE-SAC
31	18715 SW 96 Avenue	CUL-DE-SAC
32	18630 SW 94 Court	CUL-DE-SAC
33	18611 SW 94 Avenue	CUL-DE-SAC
34	18731 SW 94 Avenue	CUL-DE-SAC
35	18632 SW 93 Court	CUL-DE-SAC
36	18735 SW 93 Court	CUL-DE-SAC
37	18620 SW 93 Avenue	CUL-DE-SAC
38	18711 SW 92 Court	CUL-DE-SAC
39	18610 SW 92 Avenue	CUL-DE-SAC
40	18514 SW 90 Court	CUL-DE-SAC
41	8904 SW 184 Terrace	CUL-DE-SAC
42	9280 SW 186 Terrace	CUL-DE-SAC
43	9241 SW 186 Terrace	CUL-DE-SAC
44	18607 SW 94 Court	CUL-DE-SAC
45	18611 SW 93 Place	CUL-DE-SAC
46	18521 SW 92 Court	CUL-DE-SAC
47	18521 SW 92 Avenue	CUL-DE-SAC
48	18561 SW 93 Avenue	CUL-DE-SAC
49	9444 SW 186 Street	CUL-DE-SAC
50	9436 SW 185 Terrace	CUL-DE-SAC
51	18553 SW 93 Place	CUL-DE-SAC
52	9444 SW 185 Street	CUL-DE-SAC
53	9432 SW 184 Terrace	CUL-DE-SAC
54	SW 186 Street (between US1 & Franjo Rd.)	SWALES
55	SW 107 Avenue (between Caribbean Blvd. & South Dixie Hwy.)	SWALES
56	SW 212 Street (between Old Cutler Rd. & SW 97 Place)	SWALES
57	10198 SW 200 Terrace	CUL-DE-SAC
58	10193 SW 201 Terrace	CUL-DE-SAC
59	10198 SW 202 Terrace	CUL-DE-SAC
60	10170 SW 198 Street	CUL-DE-SAC
61	10010 SW 198 Street	CUL-DE-SAC
62	10000 SW 199 Street	CUL-DE-SAC
63	19740 SW 100 Avenue	CUL-DE-SAC
64	19715 SW 99 Place	CUL-DE-SAC
65	19261 Sterling Drive	CUL-DE-SAC
66	Broad Channel Drive (between South Dixie Hwy. & Belview Drive)	CENTER MEDIANS
67	SW 224 Street (between SW 87 Avenue & Dead End)	CUL-DE-SAC & SWALES

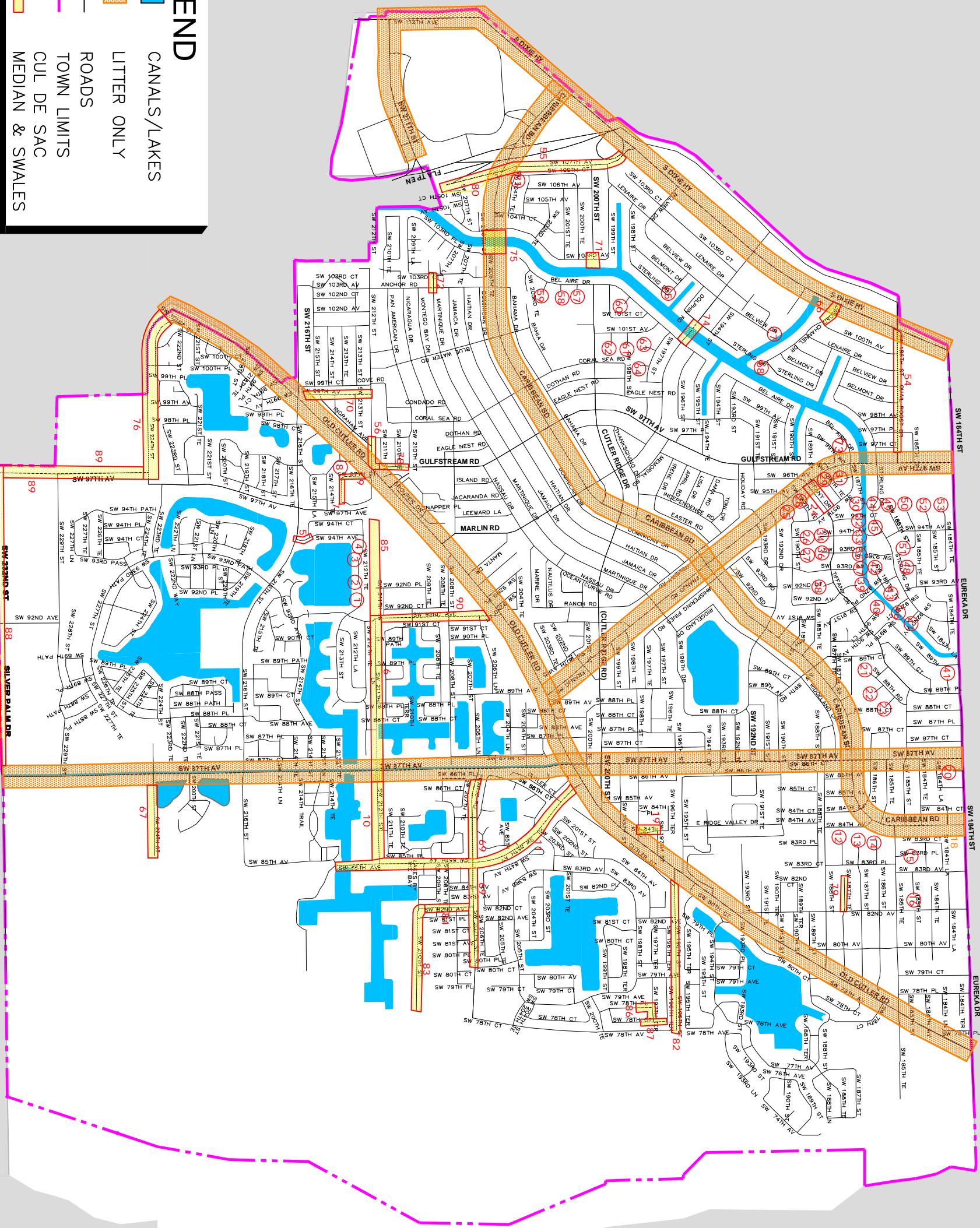
SITE #	REFERENCE ADDRESS	SITE DESCRIPTION(S)
68	9945 Broad Channel Drive	CUL-DE-SAC & SWALE
69	SW 207 Street (between SW 87 Avenue & SW 80 Court)	CENTER MEDIANS & SWALES
70	SW 99 Avenue (between SW 212 Street & SW 216 Street)	SWALES
71	SW 200 Street & SW 103 Avenue	VACANT LOT ADJACENT TO FOOTBRIDGE
72	Martinique Drive & Anchor Road	DEAD END STREET SWALES
73	18705 SW 99 Road	LANDSCAPED AREA BEHIND GUARDRAIL
74	Marlin Road (bridge) (between Belaire Drive & Sterling Drive)	SWALE - BOTH SIDES (approaching bridge)
75	Caribbean Blvd. Bridge (between SW 103 Avenue & SW 103 Place)	SWALE - BOTH SIDES (approaching bridge)
76	SW 224 Street (between Old Cutler Rd. & SW 97 Avenue)	CENTER MEDIANS & SWALES
77	10201 Bel-view Drive	CUL-DE-SAC & SWALE
78	Gulfstream Rd. (between SW 210 Street to SW 211 Street)	SWALES
79	SW 187 Terrace (between SW 82 Avenue & theoretical SW 83 Ave.)	SWALES
80	SW 107 Avenue (between Caribbean Blvd. to SW 211 Street)	SWALES
81	20420 SW 106 Court	CUL-DE-SAC & MONUMENT SIGN AREA
82	SW 196 Street (between Old Cutler Road & Dead end)	SWALES
83	SW 210 Street (between SW 81 Place to theoretical SW 78 Court)	SWALES
84	SW 81 Place between SW 207 Street to SW 210 Street	CENTER MEDIANS & SWALES
85	SW 212 Street (between SW 92 Place & SW 97 Avenue)	SWALES
86	SW 197 Terrace (between SW 78 Place & SW 78 Court)	SWALES
87	SW 78 Court (between 19621 SW 78 Court & dead end)	SWALES
88	SW 232 Street (between SW 87 Avenue & SW 97 Avenue)	SWALE -northside of SW 232 Street only
89	SW 97 Avenue (between SW 224 Street & SW 232 Street)	SWALES
90	SW 92 Avenue (between Old Cutler Road & SW 212 Street)	SWALES



Kimley-Horn and Associates, Inc.
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5200 NW 33rd Avenue, Suite 109, Fort Lauderdale, FL 3309
PHONE (954) 535-5100 FAX (954) 739-2247
WWW.KIMLEY-HORN.COM CA 00000696

LEGEND

- CANALS/LAKES
- LITTER ONLY
- ROADS
- TOWN LIMITS
- CUL DE SAC
- MEDIAN & SWALES



0 2000'
SCALE FEET

BISCAYNE BAY

TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE MAP

FIGURE 1

TAB 6

RESOLUTION NO. 09-___

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA,
APPOINTING A FEDERAL LOBBYIST SERVICE TO
REPRESENT THE TOWN BEFORE THE FEDERAL
GOVERNMENT; PROVIDING FOR A RETAINER
AGREEMENT; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, it is necessary for the Town of Cutler Bay, Florida (the "Town") to maintain a presence at the federal level of government in order to ensure that the Town is fully advised with the respect to legislation and appropriations affecting the Town and to ensure that its adopted policies are brought to the attention of the applicable branches of the federal government; and

WHEREAS, the Town issued a Request For Proposals seeking proposals from entities wishing to represent the Town on the state level; and

WHEREAS, the Town received responses from eight (8) firms seeking to provide federal lobbyist services to the Town; and

WHEREAS, the Town has evaluated the responses to the RFP and has determined that it would like to retain the services of _____ to represent the Town as federal lobbyist before the branches of the federal government.

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

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

Section 2. Approval of Federal Lobbyist Services.
_____ is hereby approved by the Town Council to provide federal lobbyist services to the Town before the branches of the federal government.

Section 3. Town Manager Authorized. The Town Manager is hereby authorized on behalf of the Town, to execute an agreement and expend funds not in excess of \$60,000.00 between the Town and _____, with said agreement being reviewed and approved by the Town Attorney on behalf of the Town.

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

PASSED AND ADOPTED this ____ day of _____, 2009.

PAUL S. VROOMAN
Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
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 Paul S. Vrooman	_____
Vice Mayor Edward P. MacDougall	_____
Councilmember Peggy R. Bell	_____
Councilmember Timothy J. Meerbott	_____
Councilmember Ernest N. Sochin	_____

TAB 7

RESOLUTION NO. 09-__

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING WORLD WILDLIFE FUND'S 2009 EARTH HOUR, RELATING TO THE RAISING AWARENESS AMONG THE GENERAL PUBLIC ABOUT CLIMATE CHANGE AND THE EARTH HOUR EVENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (The "Town") finds that climate change is one of the most serious issues facing our planet today; and

WHEREAS, the Town Council is deeply concerned about the adverse effects of climate change and the future health and well-being of not only our planet, but our community as well; and

WHEREAS, the Town Council finds that scientific studies emphasize that energy efficiency and natural resource conservation are important elements to combating climate change, and consequently the Town Council supports efforts aimed at increasing efficiency and conservation; and

WHEREAS, tens of millions of people around the world will come together on March 28, 2009, at 8:30 p.m. to make a bold statement about climate change through a simple gesture, turning off their lights for one hour; and

WHEREAS, in 2009, Earth Hour will be even better, with nearly 800 cities already committing to turn off the lights for the event, including Cutler Bay as a supporting city; and

WHEREAS, the Town Council believes that it is in the best interest of the health, safety, and welfare of residents of the Town to raise awareness of the adverse effects of climate change through their support for a Town-wide energy conservation event such as Earth Hour, which additionally provides a rallying point on the issue for 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. Support. The Town of Cutler Bay Council hereby supports 2009 Earth Hour and directs the Town Clerk to submit a copy of this resolution to the representatives of Earth Hour.

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

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
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 Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 8



Planning & Zoning Department

David G. Hennis, AICP
Community Development Director

MEMORANDUM

To: Steven J. Alexander, Town Manager

From: David G. Hennis, AICP, Community Development Director

Date: February 9, 2009

Re: **Certificate of Re-Occupancy Program**

This is a program to require a certificate of re-occupancy for any existing residential dwelling within the town, prior to conveyance or transfer of title. The program does not apply to dwellings that have never been occupied. The certificate of re-occupancy shall provide that the town has inspected the dwelling and such dwelling complies with the residential occupancy regulations of the zoning code. The program will also determine if the dwelling requires correction of violations that immediately threaten the life or safety of the residents. In all single-family zoning districts, a certificate of re-occupancy shall not be issued for more than one dwelling or residence; in two-family districts, a certificate shall not be issued for three or more dwellings or residences.

As written, the program prohibits utilizing the inspection to cite the owner for violations outside those relevant to the issuance of the certificate. The certificate does not constitute any representation as to the condition of the dwelling or other structures on the premises for which it is issued. The program was developed following parameters used by the county and other municipalities in the area and includes an inspection fee ranging from \$50 up to \$200, should the applicant need the certificate and inspection within 3 days of a complete request.

Other communities in the area that are conducting similar programs are Biscayne Park, Hialeah, Panama City, El Portal, North Miami, Virginia Gardens, Miami Shores, and Miami-Dade County.

RECOMMENDATION

Approval of the ordinance.

ORDINANCE NO. 09-__

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING REGULATIONS RELATING TO CERTIFICATES OF RE-OCCUPANCY FOR THE SALE OF HOMES THAT HAVE ALREADY BEEN OCCUPIED; AMENDING THE SCHEDULE OF VIOLATIONS AND CIVIL PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) wishes to ensure that existing homes being sold in the Town comply with the occupancy requirements of the Town Code of Ordinances (the “Town Code”); and

WHEREAS, the Town also wishes to ensure that homes that are being re-sold in the Town comply with the most basic safety requirements of the Town Code; and

WHEREAS, the Town Council desires to require that a certificate of re-occupancy be obtained for homes that are being re-sold within the Town in order to certify compliance with the Town’s occupancy requirements and basic safety requirements; and

WHEREAS, the Town finds that this Ordinance will promote the health, safety and welfare 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. Amendment to the Town Code. The Town Council of the Town of Cutler Bay hereby amends the Town Code of Ordinances as follows¹:

(1) Title. This section shall be known as the “Town of Cutler Bay Certificate of Re-occupancy Ordinance.”

¹ Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

(2) It shall be unlawful for any person or corporation to buy, sell, convey or otherwise transfer title to any residential dwelling without first obtaining a re-occupancy certificate issued by the Town Planning and Zoning Director or designee. The certificate of re-occupancy, if issued, shall state that the Town has inspected the dwelling and determined that the dwelling complies with the residential occupancy regulations of the zoning district on the property wherein the dwelling unit is located. In all one-family dwelling residences zoning districts, a certificate of re-occupancy shall not be issued for the presence or existence of more than one (1) dwelling or residence. In all two-family dwelling residences zoning districts, a certificate of re-occupancy will not be issued for the presence or existence of three (3) or more dwellings or residences. The Town shall also determine if the dwelling requires the correction of violations that immediately threaten the life or safety of the residents. The provisions of this section shall not apply to the sale, conveyance or transfer of title of a new dwelling or residence that has never been occupied and that represents the first transaction since the issuance of the original certificate of occupancy.

(3) It shall be unlawful for any person to sell, convey or transfer title to any residential dwelling unit owned by such person without first disclosing by written notice to the buyer, grantee or transferee the fact that a certificate of re-occupancy is required by this section. It is required that a seller, grantor or transferor deliver to the buyer, grantee or transferee a properly signed and approved Town certificate of re-occupancy prior to the sale, conveyance or transfer of title.

(4) A seller, property owner or designated agent shall request a certificate of re-occupancy by submitting a completed application together with payment of an inspection fee.

(a) Upon payment of a fifty dollar (\$50.00) inspection fee, a Town inspector shall inspect the dwelling within thirty (30) days and, if such dwelling is found to be in compliance with the residential occupancy regulations of the applicable zoning district and does not require the correction of violations that immediately threaten the life or safety of the residents, the Town will issue a certificate of re-occupancy.

(b) Upon payment of a one hundred dollar (\$100.00) inspection fee, a Town inspector shall inspect the dwelling within ten (10) days and, if such dwelling is found to be in compliance with the residential occupancy regulations of the applicable zoning district and does not require the correction of violations that immediately threaten the life or safety of the residents, the Town will issue a certificate of re-occupancy.

(c) Upon payment of a two hundred dollar (\$200.00) inspection fee, a Town inspector shall inspect the dwelling within three (3) days and, if such dwelling is found to be in compliance with the residential occupancy regulations of the applicable zoning district and does not require the correction of violations that

immediately threaten the life or safety of the residents, the Town will issue a certificate of re-occupancy.

A twenty-five dollars (\$25.00) fee shall be paid for each re-inspection performed by the Town. The re-occupancy certificate shall be effective for six (6) months and may be extended only one (1) time for additional six (6) months upon payment of a ten dollar (\$10.00) fee. Upon a real estate closing or title transfer the certificate of re-occupancy shall be recorded in the Miami-Dade County public records with the deed or other conveyance of title.

(5) If a dwelling violates the residential occupancy regulations of the applicable zoning district or the dwelling contains violations that immediately threaten the life or safety of the residents, the Town shall identify those issues. Until there is compliance or correction of the violation of the residential occupancy regulations and violations that immediately threaten the life or safety of the residents, confirmed upon re-inspection, the certificate of re-occupancy will be withheld.

(6) Under circumstances where remedial action may reasonably extend beyond the date of the sale, conveyance or transfer to complete, the Town shall issue conditional certificates of re-occupancy with a compliance date set forth in the certificate. If the proposed remedial action includes correction of violations that immediately threaten the life or safety of the residents as listed in the certificate, the Town shall identify such violations on the conditional certificate or occupancy. Upon compliance, the Town shall issue a re-occupancy certificate.

(7) Information gained or conditions observed in the course of any inspection conducted pursuant to the authority of this section, shall not be utilized by the code inspectors as the basis for issuing new citations or notices of violation other than violations of the residential occupancy regulations permitted by the applicable zoning district or violations that immediately threaten the life or safety of the residents. This shall not preclude other enforcement actions brought upon the basis of information gained or violations observed by other lawful means.

(8) The certificate of re-occupancy does not constitute any representation or warranty as to the condition or any aspect of such condition of the dwelling or other structures on the premises for which the certificate is issued. The inspection made in connection with a certificate of re-occupancy is neither a structural, electrical, plumbing nor mechanical inspection and does not represent that the premises conform to the provision of the code, including the building and technical codes adopted by the Town. Interested persons are advised and encouraged to obtain an inspection of the premises in order to determine the condition thereof.

(9) Payment of liens. No re-occupancy certificate shall be issued for any property until the owner of the property shall satisfy any and all Town liens against the property.

(10) A certificate of re-occupancy shall be required in connection with all applicable real estate closings and other applicable transactions that occur on or after June 1, 2009.

Section 3. Schedule of violations and civil penalties amended. That the Town Code of the Town of Cutler Bay is hereby amended by amending Ordinance 07-09, Section 10 “Schedule of civil penalties”, to read as follows:

Sec. 10. Schedule of civil penalties.

TABLE INSET:

<i>Code Section</i>	<i>Description of Violation</i>	<i>Civil Penalty</i>
***	***	***
<u>Ordinance</u>	<u>Violation of Certificate of Re-occupancy Ordinance</u>	<u>First violation \$250; Second Violation \$500; Third or subsequent violation \$500.</u>
***	****	***

Section 4. 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 5. 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 6. 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 7. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this 18th day of February, 2009.

PASSED and ADOPTED on second reading this ____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
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 Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____