



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, April 15, 2009, 7:00 PM
South Dade Regional Library
10750 SW 211th Street, 2nd Floor
Cutler Bay, Florida 33189

1. **CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE**
2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**
 - A. Proclamation Presentation – Water Conservation Month
 - B. Presentation of fiscal year 2008 audit results by Nestor Caballero from Alberni, Caballero & Castellanos, LLP
3. **APPROVAL OF MINUTES**
 - A. Council Meeting – March 18, 2009
 - B. Special Council Meeting – March 30, 2009
4. **REPORTS**
 - A. TOWN MANAGER’S REPORT
 - B. TOWN ATTORNEY’S REPORT
 - C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS
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.

TAB 1

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE GRANTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR EFFECTIVE DATE. TAB 2

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE SELECTION OF TYLER TECHNOLOGIES "EDEN" AS THE COMPREHENSIVE GOVERNMENT ERP SOFTWARE SYSTEM FOR THE TOWN; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SOFTWARE SERVICES CONTRACT WITH SUCH FIRM; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 3

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A CONTRACT AND OPTIONS WITH ALCALDE AND FAY, THE APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING SERVICE SELECTED TO REPRESENT THE TOWN BEFORE THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE FEDERAL GOVERNMENT; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 4

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT TO PROVIDE FOR REPLACEMENT AND INSTALLATION OF SIDEWALKS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST RANKED CONTRACTOR J A & M DEVELOPING CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 5

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT WITH ENVIROMENTAL PERFORMANCE SYSTEM (EPS) INC FOR STREET SWEEPER SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS 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, APPROVING THE AGREEMENT WITH ENVIROWASTE SERVICES GROUP INC. FOR ROADWAY RESURFACING & MISCELLANEOUS DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 7

- G. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT TO PROVIDE FOR ROADWAY & DRAINAGE IMPROVEMENTS IN THE CUTLER RIDGE ELEMENTARY SCHOOL AREA; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST RANKED CONTRACTOR WILLIAMS TAB 8

**PAVING COMPANY, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.
(RESOLUTION TITLE HAS BEEN REVISED)**

H. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO VEHICLE LEASE-PURCHASE AGREEMENT AND OBTAIN FINANCING FOR A MOTOR VEHICLE AND RELATED EQUIPMENT WITH DUVAL FORD IN THE AMOUNT OF \$29,383 BASED ON COMPETITIVE QUOTES OBTAINED BY OTHER GOVERNMENT AGENCIES; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 9

I. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO VEHICLE LEASE-PURCHASE AGREEMENT AND OBTAIN FINANCING FOR MOTOR VEHICLES AND RELATED EQUIPMENT WITH SATURN OF SEBRING IN THE AMOUNT OF \$ 51,734 BASED ON COMPETITIVE QUOTES OBTAINED BY OTHER GOVERNMENT AGENCIES; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 10

J. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH GROUNDKEEPERS, INC. FOR THE PURCHASE AND INSTALLATION OF LIVE OAK TREES WITHIN THE TOWN'S DESIGNATED RIGHT-OF-WAYS FOR AN AMOUNT NOT TO EXCEED \$150,000.00 PURSUANT TO TERMS OBTAINED THROUGH COMPETITIVE SELECTION BY ANOTHER GOVERNMENT AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 11

K. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, FORMALLY OPTING OUT OF THE CONE OF SILENCE OF MIAMI-DADE COUNTY; PROVIDING THAT THE TOWN SHALL BE GOVERNED SOLELY BY THE REQUIREMENTS OF THE CONE OF SILENCE ENACTED BY THE TOWN COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 12

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)

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 06-22 ENTITLED, "PURCHASING"; REVISING CONTACTS CONSIDERED PERMISSIBLE UNDER THE TOWN CONE OF SILENCE; PROVIDING FOR SEVERABILITY; PROVIDING

TAB 13

FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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 REPEALING AND REPLACING CHAPTER 8AA, ARTICLE I, II AND III OF THE TOWN CODE OF ORDINANCES TO PROVIDE TERMS AND CONDITIONS FOR THE PLACEMENT AND MAINTENANCE OF COMMUNICATIONS FACILITIES OR SYSTEMS, ANTENNAS, EQUIPMENT FACILITIES, AND OTHER VERTICAL STRUCTURES IN THE TOWNS PUBLIC RIGHTS-OF-WAY FOR THE PROVISION OF COMMUNICATIONS, CABLE AND VIDEO SERVICES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATION; PROVIDING FOR RESERVATION OF RIGHTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 14

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**
Saturday, April 18th at 10:00 a.m., South Dade Regional Library, 10750 SW 211th ST, 2nd Floor
- B. Earth Day/Arbor Day**
Saturday, April 25th from 8:00 a.m. to 12:00 p.m., Saga Bay Park, SW 79th CT & SW 205 ST
- C. Regular Council Meeting**
Wednesday, May 20th 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, March 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:**

A. Seth de Kanter and Clarke Teagle of Buffalo Wild Wings donation

- 3. APPROVAL OF MINUTES:**

A. Councilmember Bell made a motion approving the corrected minutes of the meeting on February 18, 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.

B. Councilmember Meerbott made a motion approving the minutes of the special meeting on March 3, 2009. The motion was seconded by Councilmember Bell 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**

B. TOWN MANAGER'S REPORT

The town manager reported that Item E of the Consent Agenda be pulled for further consideration. He also stated that there is a selection committee undergoing review of different comprehensive software systems for the Town. He has had some discussions with the owners of

the SW 184th Avenue & Old Cutler Road to see if the owners would be interested in selling the land. The owners are undecided at this time. He reported that any future RFP's or Invitation to Bids will be electronic and printed out as a means of the going green initiative. The federal stimulus package is continuously undergoing many changes. He reported that the transit monies being requested will go towards to two hybrid shuttle buses and bus shelters for routes within the Town. As of March 11th the Florida Department of Transportation awarded the LAP Certification to the Town, this will allow the Town to receive federal funding. He discussed the projects for Old Cutler Road and Caribbean Boulevard and how CITT funds has gone through the County committee and is awaiting the full County Commission approval. The manager reported that the SW 107th and US1 intersection has been addressed by the Florida Department of Transportation after numerous vehicle accidents have occurred.

B. TOWN ATTORNEY'S REPORT

C. BOARD AND COMMITTEE REPORTS, COUNCIL ANNOUNCEMENTS

Councilmember Meerbott discussed that his new appointment to the Parks Committee, Mike Callahan, would be a great addition to the committee. He also reported that Mr. Callahan was unable to attend the meeting due to a previous engagement. Councilmember Bell made a motion to approve Mike Callahan to the Parks Committee and waive the requirement of attending the council meeting for approval. The motion was seconded by Vice Mayor MacDougall and all the members were in favor.

At this time, Councilmember Meerbott made a motion that Item 9A, under Ordinance for second reading, of the agenda be withdrawn and discontinued indefinitely. The motion was seconded by Vice Mayor MacDougall and 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.

Councilmember Bell announced that there will be an Earth Day/Arbor Day event on April 25th at Saga Bay Park from 8:00 a.m. to 12:00 p.m.

5. CONSENT AGENDA:

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.

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.

- 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.

Mayor Vrooman pulled Items A and F. The town manager pulled Item E.

Councilmember Meerbott made a motion to approve the Consent Agenda as amended with pulled Items A, E, and F. The motion was seconded by Councilmember Bell and Resolutions 09-20 through 09-22 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 resolution by title:

- A.** 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.

Mayor Vrooman provided a brief oral presentation on the resolution.

Councilmember Bell made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Resolution 09-19 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:

- 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.

The town manager made a recommendation to the Council and selected Alcalde & Fay as the federal lobbyist representative.

After some discussion, Vice Mayor MacDougall made a motion to approve the manager's recommendation. The motion was seconded by Councilmember Sochin and Resolution 09-23 was approved by 4-1 voice vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes; Councilmember Meerbott voting No.

The town clerk read the following resolution by title:

- 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)**

Mayor Vrooman provided a brief oral presentation on the resolution.

Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Councilmember Meerbott and Resolution 09-24 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 add-on resolution by title:

- G. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY FLORIDA, OPPOSING THE PROPOSED ROUTES ALONG U.S. HIGHWAY 1 OR THE LUDLAM TRAIL FOR THE FLORIDA POWER & LIGHT TRANSMISSION LINE; PROVIDING AN EFFECTIVE DATE. **(ADD-ON BY MEERBOTT)**

Councilmember Meerbott provided a brief oral presentation on the resolution.

Councilmember Bell made a motion to approve the resolution. The motion was seconded by Councilmember Sochin and 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.

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):

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: Ralph Geronimo, 9765 Cutler Ridge Drive, Bill Meiklejohn, 9331 Sterling Drive, Louise Lockwood, 9070 Ridgeland Drive, Richard Rivas, 8586 Southwest 208th Street, Tom Condon, 19641 Holiday Road, Jaime Reyes, 9715 Southwest 215th Lane, and Kevin Woitke, 19001 Southwest 91st Avenue.

11. MAYOR AND COUNCIL COMMENTS

Councilmember Sochin discussed his emergency trip to Tallahassee to testify against a recent submittal of a bill to prohibit local governments from passing a similar security camera ordinance much like the Town's. He thanked Rafael Casals, Public Works Director for his hard work and dedication to the Town.

Vice Mayor MacDougall also thanked Rafael Casals, Public Works Director for his continued efforts. He addressed the crime issues generally in the County and in the Town.

Councilmember Meerbott encouraged the public that the Council is accessible and everyone's voice will be heard.

Councilmember Bell thanked the Police staff for their ongoing efforts. She also requested a report from Major Miller on how the policing unit has been enhanced with the additional five officers added in the budget.

12. OTHER BUSINESS: None at this time.

13. ADJOURNMENT

The next council meeting will be held on April 15, 2009 at South Dade Regional Library.

The meeting was officially adjourned at 8:25 P.M.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 15th day of April, 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**

Monday, March 30, 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 7:25 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, CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENTS TO THE TOWN CHARTER TO BE HELD ON THURSDAY, JUNE 25, 2009, PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF TWO PROPOSED CHARTER AMENDMENTS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR MAIL BALLOT ELECTION; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR EFFECTIVE DATE.**

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

Councilmember Meerbott offered an amendment to the ballot question:

- Adding the following language to question 2 of ballot questions, "to pay additional fees for the services."

Councilmember Meerbott made a motion to approve the amended resolution. The motion was seconded by Councilmember Sochin and Resolution 09-26 was approved by unanimous 5-0 roll call 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 8:20 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 15th day of April, 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



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor and Councilmembers

From: Steven J. Alexander, Town Manager

Date: April 3, 2009

Re: **A Resolution of the Town Council accepting the Edward Byrne Memorial Justice Assistance Grant awarded by the Florida Department of Law Enforcement.**

REQUEST

AN RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCETPING THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARDED BY THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Omnibus FY 1996 Appropriations Act authorizes the Director of the Bureau of Justice Assistance to make funds available to units of local government under the Local Law Enforcement Block Grants Program for the purposes of reducing crime and improving public safety. The Town of Cutler Bay applied for such grant funding and, in March 2009, was awarded a grant in the amount of \$6,852 by the Florida Department of Law Enforcement. The Town's police department intends to use this grant funding specifically for providing increased "gang" enforcement activities.

RECOMMENDATION

Staff recommends accepting this grant from the Florida Department of Law Enforcement to help defray some of the Town's costs of providing law enforcement crime reduction initiatives.

RESOLUTION NO. 09-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT OFFICE OF CRIMINAL JUSTICE GRANTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, in February, 2009 the Town of Cutler Bay Police Department applied to the Florida Department of Law Enforcement Office of Criminal Justice Grants in order to obtain the Edward Byrne Justice Assistance Grant allotment; and

WHEREAS, Town was awarded, subject to acceptance by the Town, a grant for the Town of Cutler Bay Police Department in the amount of in the amount of \$6,852.00; and

WHEREAS, these funds will be utilized through July of 2009 to increase the time detectives spend on conducting surveillances, interviewing informants, identifying the criminal element and arresting/prosecuting the subjects and any and all other uses to be determined by the police department administration; and

WHEREAS, there is no additional cash match required of the Town as a condition of accepting this grant; and

WHEREAS, the Florida Department of Law Enforcement Office of Criminal Justice Grants requires that a Town Resolution be drafted prior to the development and execution of the contract; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. **Grant Accepted.** The acceptance of the award of an Edward Byrne Justice Assistance Grant allotment made to the Town by the Florida Department of Law Enforcement Office of Criminal Justice Grants, in substantially the form as the grant agreement attached hereto as Exhibit "A," is hereby approved.

Section 3. **Manager Authorized.** The Town Manager is authorized to execute the grant agreement in substantially the form attached hereto as Exhibit "A," on behalf of the Town.

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

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 _____

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

CERTIFICATION OF ACCEPTANCE/REQUEST FOR PAYMENT

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2009-JAGD-DADE-8-T8-211, in the amount of \$ 6,852.00, for a project entitled, TOWN OF CUTLER BAY CRIME REDUCTION INITIATIVE, for the period of 02/01/2009 through 07/31/2009, in accordance with the Budget and Budget Narrative contained in the subgrant application, and subject to the Florida Department of Law Enforcement Conditions of Agreement and any special conditions governing this subgrant.

By execution of this Certification of Acceptance/Request for Payment, the subgrantee requests a lump sum payment of the subgrant.

Signature of Subgrantee's Authorized Official

Typed Name and Title of Official

Date of Acceptance

Name of Subgrantee



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Charlie Crist, Governor
Bill McCollum, Attorney General
Alex Sink, Chief Financial Officer
Charles H. Bronson, Commissioner of Agriculture

MAR 27 2009

The Honorable Paul Vrooman
Mayor
Town of Cutler Bay
10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33157

Re: Contract No. 2009-JAGD-DADE-8-T8-211

Dear Mayor Vrooman:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 6,852.00 for the project entitled, TOWN OF CUTLER BAY CRIME REDUCTION INITIATIVE. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance/Request for Payment should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the lump sum payment/subgrant award.

The Honorable Paul Vrooman
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at 850/617-1250.

Sincerely,


Clayton H. Wilder
Administrator

CHW/JP/th

Enclosures

TAB 3



Department of Finance

Robert Daddario, CPA
Finance Director

MEMORANDUM

To: Steve Alexander

From: Robert Daddario

Date: April 9, 2009

Re: Software RFP Committee recommendation

Due to our growth and increasing complexity of our governmental processes, staff has encountered and identified limitations with its existing software package. This method of tracking expenditures and resources is critical for staff to provide the high level of services it desires to provide to the resident's of Cutler Bay. As part of the budget process for fiscal year 2009, staff outlined its concerns with the current software system and recommended to Council, and Council approved, budget authorization for an upgrade to the Town's current comprehensive software system.

In advance of creating the RFP for this critical issue, staff spent numerous hours systematically identifying the needs and desires of each department for this essential tool. The results were integrated into the RFP and therefore became a vital part of the evaluation of each response. This fact is highlighted as we have truly attempted to include every probable use and function that we need in this selection process.

In response to RFP #09-01, Software ERP, the Town of Cutler Bay received proposals from five respondents. In crafting the RFP, the Town incorporated a very extensive outline of features that the Town desired in a proposed software ERP solution, based on detailed input from each department. The respondents were to demonstrate how well their proposed solution filled those departmental needs.

The software evaluation committee, comprised of myself and Sandra Cuervo from the Town, and Dennis DeBlois, the Town's IT consultant, met on February 25, 2009 to review the proposals, initially rank the respondents, and determine which firms were to be asked to come in for live

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



demonstrations of their proposed product solution. After this first round of evaluation, the responding firms were ranked as follows:

1. Tyler Technologies – EDEN
2. New World Systems
3. Tyler Technologies – INCODE
4. CRW Systems
5. KAAVA Consulting

From this initial ranking, based on the objective scoring criteria laid out in the RFP, the committee decided to invite only the top three respondents to the Town to demonstrate its proposed solution. The last two ranked firms were not invited since their proposals were deemed to be non-conforming (i.e. one firm (CRW) only proposed a solution for community development when the RFP called for a complete ERP solution and the other firm (KAAVA) failed to sign its proposal as required by the RFP).

During the weeks of March 16th and 23rd, the three selected respondents came to the Town and demonstrated their solutions. The software evaluation committee attended all demonstration sessions and departmental staff were allowed to sit in on the parts of the demonstrations that affected their departments. While not part of the evaluation committee, these additional staff members were able to see first hand the capabilities of each system and to ask questions if desired.

On March 31, 2009, the software evaluation committee met again to review the respondents' demonstrations and make final evaluations. The final ranking of the respondents by the committee was as follows:

1. Tyler Technologies – EDEN
2. Tyler Technologies – INCODE
3. New World Systems

The software evaluation committee believed that the Tyler Technologies – EDEN product is the most complete solution “out of the box” and would meet the Town’s needs well in to the future. Based on the evaluation criteria the Town set out in the RFP, this product was clearly the most ready and full featured product reviewed. Accordingly, the software



Department of Finance

evaluation committee recommends to the Town Manager that (1) he consider and accept the committee's recommendation of the Tyler Technologies - EDEN product as being most suitable for the Town's needs and that (2) he execute a formal contract with that firm in a form as specifically reviewed and approved by the Town Attorney. Failing to reach an agreement with that firm, the software evaluation committee would recommend that the Town Manager not negotiate with the 2nd and 3rd ranked firms as the software evaluation committee does not believe that their solutions, at this time, would meet the requirements of the Town's operating departments.

RESOLUTION NO. 09-___

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE SELECTION OF TYLER TECHNOLOGIES “EDEN” AS THE COMPREHENSIVE GOVERNMENT ERP SOFTWARE SYSTEM FOR THE TOWN; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SOFTWARE SERVICES CONTRACT WITH SUCH FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) is in need of software and services related to the software for an integrated ERP management system.

WHEREAS, the Town Council of the Town of Cutler Bay authorized the issuance of a Request For Proposals (RFP) for a Comprehensive Government ERP Software System; and

WHEREAS, the RFP resulted in five proposals being received prior to the deadline; and

WHEREAS, an evaluation committee consisting of the Finance Director, Building Division Manager, and IT Contracted Consultant has heard and received presentations from the top three firms, has evaluated the responses to the RFP and has determined that it would like to retain the services of Tyler Technologies “EDEN” to implement said software within the Town.

WHEREAS, in accordance with the RFP the Town Manager has made a recommendation to the Council for its approval.

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

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

Section 2. Authorization The Town Manager is authorized, on behalf of the Town, to execute the software system and services contract with Tyler Technologies.

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

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

Motion 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 4

RESOLUTION NO. 09-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A CONTRACT AND OPTIONS WITH ALCALDE AND FAY, THE APPROPRIATIONS AND INTERGOVERNMENTAL CONSULTING SERVICE SELECTED TO REPRESENT THE TOWN BEFORE THE EXECUTIVE AND LEGISLATIVE BRANCHES OF THE FEDERAL GOVERNMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay (the “Town”,) pursuant to the RFP selection process, chose the firm of Alcalde and Fay, LTD. (the “Contractor”) to represent the Town at the Federal level; and

WHEREAS, after subsequent negotiations Town staff has determined that the Agreement for Professional Services (the “Agreement”) attached as Exhibit “A” best protects Town interests and ensures the Contractor will remain accountable to the Town for the duration of the contract; and

WHEREAS, the Town Council wishes to approve the attached Agreement and authorize the Town Manager to sign the attached Agreement on behalf of the Town as well as negotiate and sign any subsequent options to renew; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. Approval of the Amended Contract. The Town Council hereby approves the amended contract with Alcalde and Fay, LTD. in substantially the same form attached hereto as “Exhibit A”.

Section 3. Manager Authorized. The Town Manager is authorized to execute the contract with Alcalde and Fay, LTD. in substantially the form attached hereto as Exhibit “A,” on behalf of the Town, and may also negotiate and sign two, successive one-year extensions of the contract as permitted by the contract.

Section 4. 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.L.
Town Attorney

Motion 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	_____

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE TOWN OF CUTLER BAY AND
ALCALDE AND FAY, LTD.**

The following is an agreement between the Town of Cutler Bay, hereinafter referred to as "Town" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR" is made this _____ day of _____, _____.

WHEREAS, CONTRACTOR has duly qualified experts in the field of government and public affairs including public works, transportation infrastructure, water resources, housing and Federal appropriations and grant programs; and

WHEREAS, it is necessary and desirable to employ the services of the CONTRACTOR to assist the Town with public works, transportation infrastructure, water resources, housing, appropriations and grant programs administered by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

- A. **SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise, as requested, on public works, transportation infrastructure, water resources, housing, appropriations and grant programs administered by the Federal government, including but not limited to:
1. Developing strategies to obtain and maximize funding for public works, transportation infrastructure, water resources, housing, appropriations and grant programs administered by the Federal government;
 2. Coordinating funding, grants, legislation and policy related activities with the United States Congress and Federal agencies;
 3. Securing appropriate grants, authorizations and funding from the United States Congress and Federal agencies to implement the Town projects;
 4. Maintaining direct and frequent contact with key United States Senators and Representatives;
 5. Advocating Town interests during the United States legislative and regulatory process;
 6. Providing the Town with a written report of activities on a monthly basis or more frequently upon written request by the Town, and attending Town meetings upon Town request.
- B. **PAYMENT:** CONTRACTOR'S total compensation for the services provided hereunder shall be \$60,000 annually, payable as a monthly retainer at a rate of \$5,000 per month. CONTRACTOR shall submit the monthly fee invoice for Town at the first of each month, beginning on April 1, 2009, which shall be inclusive of expenses such as photocopying, postage, telephone, delivery, and telecopy charges. Pre-authorized travel will be billed at actual costs incurred.
- C. **KEY PERSONNEL:** CONTRACTOR has represented to Town that Alcalde & Fay will have Danielle McBeth, principal of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of Town and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Town provides its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY/TOWN: MR. STEVE J. ALEXANDER
TOWN MANAGER
10720 CARIBBEAN BLVD, SUITE 105
CUTLER BAY, FL 33189
(305) 234-4262

WITH COPY TO: MITCHELL BIERMAN, ESQUIRE
TOWN ATTORNEY
WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.
2525 PONCE DE LEON BLVD., SUITE 700
CORAL GABLES, FL 33134
(305) 854-0800

CONTRACTOR: ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall be effective April 1, 2009 through March 31, 2010. The term may be renewed for two, successive one (1) year periods upon the mutual written consent of the CONSULTANT and Town. Payment terms shall be reviewed on each anniversary of the Agreement.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

- G. **TERMINATION:** Either party may terminate this Agreement without penalty by giving thirty (30) days notice of termination to the other party. In the event the Town terminates the agreement it shall pay CONTRACTOR all fees earned up to the date of termination on a per diem basis at a pro rata rate for any partial month. In the event of termination CONTRACTOR shall provide Town with a status report describing all actions taken by the firm in furtherance of Town's legislative goals up through the date of termination and all files and other documents in CONTRACTOR's possession relating to Town or its legislative goals.
- H. **MEDIATION:** All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by Town. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The Town shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.
- I. **LITIGATION; COSTS; VENUE:** In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Miami-Dade County.
- J. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and Town
- K. **CONTRACTOR** agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all applicable laws and regulations of federal, state, and local jurisdictions.

(Space left blank intentionally)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____.

COUNTERSIGNED:

Steven Alexander
Town Manager

APPROVED AS TO FORM:

Mitch Bierman
Town Attorney

ATTEST:

Erika Santamaria, CMC
Town Clerk

ALCALDE AND FAY, LTD:

By: _____
Kevin Fay
President

TAB 5



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: April 15, 2009

Re: **AWARD OF ITB # 09-04: REPLACEMENT & INSTALLATION OF SIDEWALKS**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT TO PROVIDE FOR REPLACEMENT AND INSTALLATION OF SIDEWALKS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST RANKED CONTRACTOR J A & M DEVELOPING CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town Council on January 21, 2009, authorized staff to issue an Invitation to Bid (ITB) # 09-04: Replacement & Installation of Sidewalks. The ITB was advertised in a newspaper of general circulation which, complies with the Town's Purchasing Ordinance. The ITB had a due date and time of February 25, 2009 @ 10:00a.m. The Town received fifteen (15) bid packages from potential contractors (see attached listing).

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

- | | |
|----------------------------|---------------|
| • J A & M Developing Corp. | \$ 592,732.50 |
| • Tran Construction | \$ 623,815.00 |

A complete review was performed on the "Lowest & Responsive" bidder: J A & M Developing Corporation which, included:

- Contacting all of the provided references, as per ITB # 09-04; and
- Town staff's facilities inspections, as per ITB # 09-04; and
- Confirmation of "good standing" with the State of Florida Department of Business and Professional Regulations which, included any registered complaints.

RECOMMENDATION

Based on Town staff's evaluation of the "lowest & responsive" bidder: J A & M Developing Corporation, it is recommended that the Town Council approve the attached Resolution.



**Town of Cutler Bay
Office of the Town Clerk
Ranking Sheet
ITB #09-04 Replacement & Installation of Sidewalks
Bid Submission Date: February 25, 2009 at 10:00 a.m.**

RANK	COMPANY	BID AMOUNT
1	JA & M Developing Corp.	\$ 592,732.50
2	Tran Construction	\$ 623,815.00
3	Team Contracting, Inc.	\$ 652,300.00
4	EnviroWaste Services, Inc.	\$ 657,490.00
5	Tasco Plumbing Corporation	\$ 665,300.00
6	Rock Power Paving, Inc.	\$ 666,480.47
7	Homestead Concrete & Drainage, Inc.	\$ 702,667.40
8	SFM Services, Inc.	\$ 787,120.00
9	Master Excavators, Inc.	\$ 843,360.00
10	Maggolc, Inc.	\$ 982,610.00
11	Ram-Tech Construction	\$ 1,226,972.00
12	APAC Group, Inc.	\$ 1,595,350.00
13	JVA Engineering Contractor, Inc.	\$ 1,627,130.00
14	Miguel Lopez, Inc.	\$ 3,538,760.00
15	Dynamic Construction Group, Inc.	\$0.00 Incomplete Bid Form

Bid's were opened at 10:01 a.m.

The following staff were witnesses to the bid opening:

Yani Ramos, Administrative Services Director

Erin O'Donnell, Assistant to the Town Clerk

Respectfully Submitted By:

Erika Santamaria, CMC, Town Clerk

RESOLUTION NO. 09-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT TO PROVIDE FOR REPLACEMENT AND INSTALLATION OF SIDEWALKS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST RANKED CONTRACTOR J A & M DEVELOPING CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay (“Town”) finds that it is both necessary and appropriate to retain a contractor to repair and replace damaged sidewalks that were identified in the Road & Sidewalk Assessment Report; and

WHEREAS, the Town Council authorized the issuance of a Invitation to Bid (ITB) 09-04 for Replacement & Installation of Sidewalks; and

WHEREAS, the ITB resulted in fifteen (15) bids being received prior to the February 25, 2009 deadline; and

WHEREAS, pursuant to the ITB competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to utilize the services of first ranked firm, J A & M Developing Corporation (the “Contractor”), to provide replacement and installation of sidewalks; and

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

WHEREAS, the Town Attorney’s Office has reviewed the terms of the agreement with Contractor or Alternative Contractor, attached as Exhibit “A”, and has determined that it is legally sufficient; and

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

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. Approval of the Agreement. The Town Council hereby approves the agreement with the first-ranked firm, J A & M Developing Corporation, and in the alternative with the second-ranked firm, Tran Construction, for replacement and installation of sidewalks, which incorporates Invitation to Bid 09-04 and associated documents, in substantially the form attached hereto as Exhibit “A” (the “Agreement”).

Section 3. Town Manager Authorized. The Town Manager is authorized, on behalf of the Town, to negotiate and execute the Agreement for replacement and installation of sidewalks with the first-ranked firm, J A & M Developing Corporation, for replacement and installation of sidewalks, in substantially the form attached hereto as Exhibit “A”. In the event the Town Manager is unable to execute a contract in substantially the form attached hereto with J A & M Developing Corporation then the Town Manager may negotiate and execute the Agreement with Tran Construction as the second-ranked firm. The Town Manager is authorized to execute the Agreement without further Town Council action and once approved by the Town Attorney as to form and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 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

Motion By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

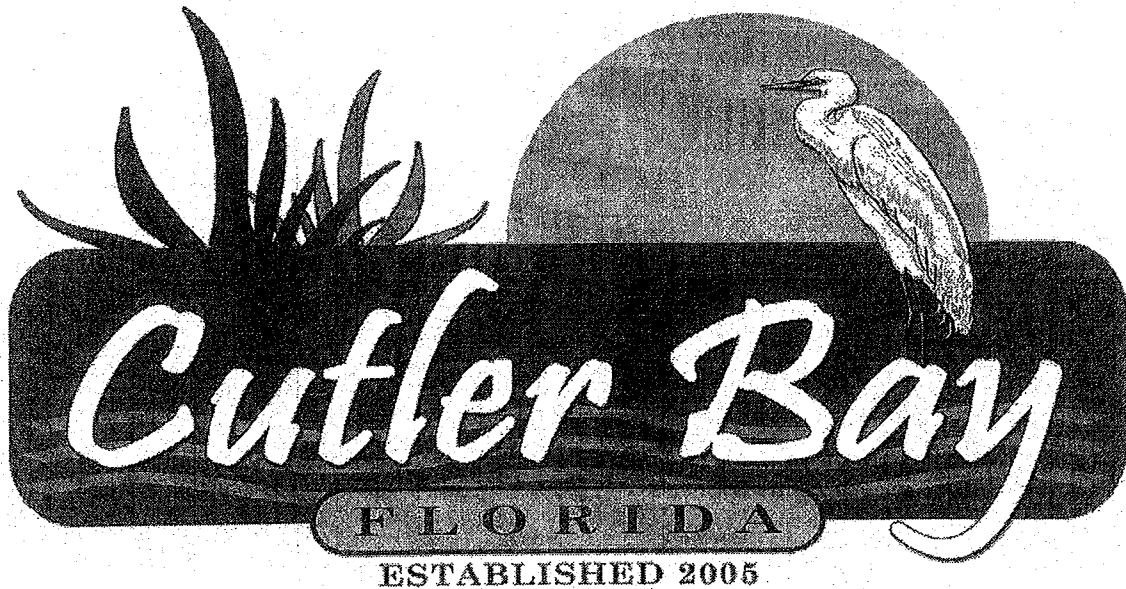
Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

**TOWN OF CUTLER BAY
INVITATION TO BID
09-04**



REPLACEMENT & INSTALLATION OF SIDEWALKS

**SUBMITTAL DATE: WEDNESDAY, FEBRUARY 25, 2009
TIME: 10:00 A.M.**

BID FORM

PROJECT:

REPLACEMENT & INSTALLATION OF SIDEWALKS
TOWN OF CUTLER BAY
ITB 09-04

BID SUBMITTED TO:

TOWN OF CUTLER BAY
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

BID SUBMITTED BY:

JA + M Developing Corp
15841 Pines Blvd. #196
Pembroke Pines, FL 33027
Phone 305-779-5167 Fax 305-779-5167

Items	Price per UOM	Est. Quantity	Total
Bonds Projects \$150,000 or more	\$ 11622	1	11622
Construct new 5' wide Sidewalk 4" depth (includes restoration)	\$ 32 - Linear Ft.	1000	32000
Construct new 5' wide Sidewalk 6" depth (includes restoration)	\$ 34 - Linear Ft.	200	6800
Construct new 6' wide Sidewalk 4" depth (includes restoration)	\$ 36 - Linear Ft.	500	18000
New 6' wide Sidewalk 6" depth (includes restoration)	\$ 38.50 Linear Ft.	100	3850
Tree Root Pruning/Biobarrier Installation	\$ 86.21 Per tree	350	30173
Tree Removal Dia. @ breast hgt. 4.5' above grade			
0 to 8"	\$ 300 - Per tree	20	6000
8"+ to 18"	\$ 350 - Per tree	15	5250
18"+ to 30"	\$ 500 - Per tree	15	7500
30" +	\$ 650 - Per tree	15	9750
(includes restoration)			

Items	Price per UOM	Est. Quantity	Total
Installation of Handicap Ramps @ existing Sidewalk – including ADA detectable warning surface (4' x 2' @ each) (includes restoration)	\$ 275- EACH	750	206,250
Installation of Handicap Ramps @ New Sidewalk – including ADA detectable warning surface (4' x 2' @ each) (includes restoration)	\$ 220- EACH	200	44000
R.O.W. Survey (to establish property lines)	\$ 3.34 Linear Ft.	300	1002
Curb Cuts (inc. restoration)	\$ 60- Each	50	3000
Concrete Curb and Gutter (Type "F")	\$ 10.29 Linear Ft.	400	4116
Concrete Curb (Type "D")	\$ 6.75 Linear Ft.	400	2700
Replacement of existing 4" Thick 5' wide Sidewalk Flag (Disposal/Restoration)	\$ 21.50 Linear Ft.	4,800	103200
Replacement of existing 6" Thick 5' wide Sidewalk Flag (Disposal/Restoration)	\$ 25.25 Linear Ft.	1,600	40400
Replacement of existing 4" Thick 6' wide Sidewalk Flag (Disposal/Restoration)	\$ 23- Linear Ft.	600	13800
Replacement of existing 6" Thick 6' wide Sidewalk Flag (Disposal/Restoration)	\$ 27- Linear Ft.	200	5400
Relocation Fence (chain link)	\$ 17.67 Linear Ft.	700	12369
Irrigation System Restoration	\$ 14- Pipe/Linear Ft	300	4200
Sch. 40 PVC Pipe	\$ 85- Rainbird/swing joints/each	50	4250
Rainbird/swing joints			
Compaction Test	\$ 50 Each	150	7500
Replace existing meter boxes (as directed)	\$ 120 Each	80	9600

The above proposals includes the total cost to complete the Work including but not limited to materials (i.e. vegetation, concrete, asphalt, etc.), labor, equipment, bonds, etc. indicated in the drawings, specifications, addenda, and any other contract documents.

I. NOTES TO BIDDERS:

1. Bidder shall fill in the entire Bid Form; No spaces are to be left blank.
2. The Town reserves the right to utilize any combination of the base proposals, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and Town's available project budget.

II. BIDDER'S REPRESENTATION

1. The undersigned BIDDER proposes and agrees, if this Proposal is accepted, to enter into an agreement with TOWN to perform and furnish all Work as specified or indicated in the Bid Documents for the Proposed price and within the Bid times indicated in this Proposal and in accordance with the other terms and conditions of the Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation To Bid and General/Special Conditions, including without limitation those dealing with disposition of Proposal security. This Proposal will remain subject to acceptance for ninety (90) days after the day of Bid opening.

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

(A) BIDDER has examined and carefully studied the Bid Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

No addendums listed as of 2:15pm on 2/24/09
Only Question Responses #1 + #2

(B) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(C) BIDDER has given Town Clerk's Office written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Documents and the written resolution thereof by TOWN is acceptable to BIDDER, and the Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

(H) This Proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER

has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Proposal; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over TOWN.

4. BIDDER agrees that the Work: will be substantially complete per schedule within the Documents and completed and ready for final payment in accordance with the Documents within agreed upon, per each task order, in consecutive calendar days.

5. The following documents are attached to and made a condition of this Proposal:
- (A) A tabulation of Subcontractors, Suppliers, if applicable and other persons and organizations required to be identified in this Proposal
 - (B) Required CONTRACTOR'S Qualification Statement with support data
 - (C) Statement of BIDDER'S experience
 - (D) References, Insurance Certificates, Licenses

6. Communications concerning this Bid shall be addressed to:
The address of BIDDER indicated below
The following address:

7. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions

SUBMITTED on February 05, 2009

State CONTRACTOR License No. CGC 1516490

If PROPOSER is:

An Individual

By NIA (SEAL)
(Individual's Name)

doing business as NIA
Business address NIA

Phone & Fax No. P NIA F NIA

A Partnership

By NIA (SEAL)
(Firm Name)

NIA
(General Partner)

Business address NIA

Phone & Fax No. P NIA F NIA

A Corporation

By

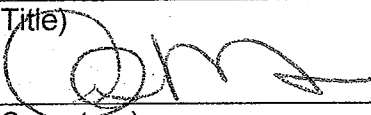
JA + M Developing Corp (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

By

Annie Mecias
(Name of Person Authorized to Sign)

(Corporate Seal)
Attest:

Owner
(Title)

(Secretary)

Business address

15841 Pined Blvd # 196
Pembroke Pines, FL 33027

Phone & Fax No.

P 305-779-5127 F 305-779-5167

Date of Qualifications to do business is

August 1, 2005

A Joint Venture

By

N/A
(Name)

N/A
(Address)

By

N/A (SEAL)
(Name)

N/A (Address)

Phone & Fax number and Address for receipt of official communications

N/A
N/A
N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in manner indicated above)

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the Town:

REGULAR WORK HOURS:

Name: Annie Mecias

Address: 16277 NW 13th St, Pembroke Pines, FL 33028

Telephone: (754) 204-6449

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: Annie Mecias

Address: 16277 NW 13th St, Pembroke Pines, FL 33028

Telephone: (754) 204-6449

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder is required to state below what Work of similar magnitude is a judge of his experience, skill and business standing and of his ability to conduct the Work as completely and as rapidly as required under the terms of the Contract.

PROJECT, OWNER AND LOCATION	REFERENCE (PHONE NUMBER/NAME)
(1) <u>Pinnacle Plaza / Pinnacle Plaza, LTD</u> <u>3650 NW 36th St</u> <u>Miami, Florida</u>	<u>Felix Braverman / PHG Builders</u> <u>305-854-7100</u>
(2) <u>Pinnacle Square / Pinnacle Square LTD</u> <u>8300 NE 1st Place</u> <u>Miami, FL 33138</u>	<u>Guillermo Castrillo / Carlos Carrero / The Tower Group</u> <u>954-476-3200</u>
(3) <u>PostMaster Apartments / Postmaster LTD</u> <u>8800 SW 8th St Miami, FL</u>	<u>Felix Braverman / PHG Builders</u> <u>305-556-5400</u>
(4) <u>New Dawn Church / Iglesia Bautista</u> <u>New Amnecis</u> <u>17200 NW 87 Ave Miami, FL</u>	<u>Rudy Rivera / Iglesia Bautista</u> <u>305-556-5400</u>
(5) <u>Crystal Lakes / Crystal Lakes Perchment LTD</u> <u>2900 N 24 Ave Hollywood, FL</u>	<u>Felix Braverman / PHG Builders</u> <u>305-854-7100</u>
(6) _____	_____

BIDDER JAM Developing Corp

DATE 2/24/2009

REFERENCES

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of a minimum of five (5) references of similar work. (Additional references may be submitted on a separate sheet)

COMPANY NAME, ADDRESS, TOWN, STATE, ZIP PHONE & FAX NUMBER	
Company Name:	PHG Builders
Address:	9400 South Dadeland Blvd # 100 Miami, FL
Contact Name:	Felipe Braverman
Phone:	305-854-7100
Fax:	305-859-9858
Company Name:	The Tower Group
Address:	405 SW 148 th Ave Suite #1 Davie, FL 33305
Contact Name:	Carlos Carreras
Phone:	954-476-3000
Fax:	954-474-3111
Company Name:	Millenium
Address:	785 East 7 th Street Hialeah, FL 33010
Contact Name:	Jole Rodriguez
Phone:	305-797-1804
Fax:	305-797-1803
Company Name:	Iglesia Bautista Nuevo Amanecer
Address:	17200 NW 87 Ave Miami, FL 33015
Contact Name:	Rudy Rivera
Phone:	305-556-5400
Fax:	

Kas Construction

6455 NW 77 Ave

Suite # 207

Miami, FL 33166

Contact : Joel

Phone : 305-888-4212

Fax : 305-883-6701

PROJECT: REPLACEMENT & INSTALLATION OF SIDEWALKS
ITB 09-04

OWNER: TOWN OF CUTLER BAY

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The Town of Cutler Bay shall be entitled to contact each and every person/company listed in response to this questionnaire. The bidder, by completing this questionnaire, expressly agrees that any information concerning the bidder in possession of said entities may be made available to the Town.
- C. Only complete and accurate information shall be provided by the bidder. The bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The bidder also acknowledges that the Town is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the bidder, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the Town of any subsequent agreement between the Town and the bidder.

[Space Left Intentionally Blank]

QUESTIONNAIRE

Bidder's Name: JA + M Developing Corp.

Principal Office Address: 15841 Pines Blvd #196
Pembroke Pines, FL 33027

Official Representative: Annie Medias
Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:

When Incorporated:
August 1, 2005

In what State: Florida

If Foreign Corporation:

Date of Registration with
Florida Secretary of State: NIA

Name of Resident Agent: NIA

Address of Resident Agent: NIA

President's Name: NIA

Vice President's Name: NIA

Treasurer's Name: NIA

Members of Board of Directors:

If a Partnership:

Date of Organization: NIA

General or Limited Partnership*: NIA

Name and Address of Each Partner:

- | <u>Name</u> | <u>Address</u> |
|------------------|--|
| 1. Sharon Mecias | 6810 SW 185 Way Ft Lauderdale, FL 33332 |
| 2. Johnel Mecias | 6810 SW 185 Way Ft. Lauderdale, FL 33332 |
| 3. Annie Mecias | 16277 NW 13 th St. Pembroke Pines, FL 33028 |

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: 20
2. Have any similar agreements held by bidder for a similar project to the proposed project ever been canceled?

Yes () No

If yes, give details on a separate sheet.

3. Has the bidder or any principals of the applicant organization failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? No

If yes, please explain: N/A

4. Has the bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? No

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary. N/A

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).

Explain any convictions on a separate sheet. N/A

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest: No

A. List all pending lawsuits: N/A

B. List all judgments from lawsuits in the last five years: NIA

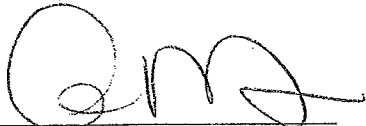
C. List any criminal violations and/or convictions of the bidder and/or any of its principals: NIA

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state). None

The bidder understands that information contained in this Questionnaire will be relied upon by the Town of Cutler Bay in awarding the proposed Agreement and such information is warranted by the bidder to be true. The undersigned bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the bidder, as may be required by the Town Manager.

The bidder further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami-Dade Police Department. By submitting this questionnaire, the bidder agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.



Bidder's Representative

2/24/2009

Date

[Space left intentionally blank]

INDIVIDUAL FIRM OR PARTNERSHIP

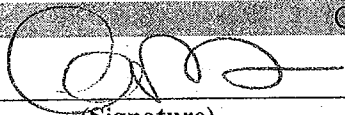
By: NIA / _____
(Signature) (Print name)

Address: NIA
NIA
NIA

Telephone: () NIA Fax: () NIA

Social Security Number (OR) Taxpayer Identification Number (TIN): NIA

CORPORATION

By:  / Annie Mecias
(Signature) (Print name)

Address: 15841 Pines Blvd #196
Pembroke Pines, FL 33027

Telephone: (305) 779-5187 Fax: (305) 779-5167


Taxpayer Identification Number (TIN/EIN): 20-57 33931

State Under Which Corporation Was Chartered: Florida

Corporate President: Sharon Mecias
(Print Name)

Corporate Secretary: Annie Mecias/owner
(Print Name)

Corporate Treasurer: Annie Mecias/owner
(Print Name)

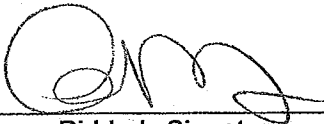
CORPORATE SEAL Attest By: 
Secretary

DRUG FREE WORKPLACE

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

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

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



Bidder's Signature

2/24/09

Date



NON-COLLUSIVE AFFIDAVIT

State of Florida

SS:

County of Miami - Dade

Annie Mecias being first duly sworn, deposes and says

that:

(1) He/she is the (Owner) Partner, Officer, Representative or Agent) of:

J+A+M Developing Corp the Contractor that has submitted the attached Proposal;

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

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

(4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Contractor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed Work;

Signed, sealed and delivered

In the presence of

_____ By: 

_____ Annie Mecias
(Printed Name)

_____ Owner
(Title)



ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 24 day of February, 2009, before me, the undersigned

Notary Public of the State of Florida personally appeared

Annie Mecias

and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Marivel Baez

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me, or
- Produced identification:

DRIVERS License

(Type of Identification Produced)

- Did take an oath. or
- Did not take an oath.



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

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

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By Annie Mecias

For JA + M Developing Corp.

Whose business address is: 15841 Pines Blvd. #196 Pembroke Pines, FL 33037

And (if applicable) its Federal Employer Identification Number (FEIN) is: 20-5733931

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # N/A)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and 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 of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nab contenders.



4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:
- A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or 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 Proposals or applies to Proposal 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 management of any entity.

Signed, sealed and delivered

In the presence:

By:

Annie Mecias

(Printed Name)

owner

(Title)



ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 24 day of ^{February} 2009, before me, the undersigned Notary Public of the State of Florida personally appeared Annie Medias and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Marivel Baez
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



(Name of Notary Public: Print, Stamp or Type as commissioned.)

- Personally known to me or
- Produced identification:

DRIVERS License

(Type of Identification Produced)

- Did take an oath. or
- Did not take an oath.

AC# 4173854

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08120500391

DATE	BATCH NUMBER	LICENSE NBR
12/05/2008	000000000	QB64346

The BUSINESS ORGANIZATION
Named below IS QUALIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2009
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)
JA & M DEVELOPING CORP
15841 PINES BLVD
HOLLYWOOD FL 33027

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY

AC# 4160759

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08120100117

DATE	BATCH NUMBER	LICENSE NBR
12/01/2008	070475675	CGC1516490

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

MECIAS, ANNIE
JA & M DEVELOPING CORP
6625 MIAMI LAKES DRIVE
#223
MIAMI LAKES FL 33014

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLES W. DRAGO
SECRETARY

TAB 6



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council
From: Steven J. Alexander, Town Manager
Date: April 15, 2009
Re: **AWARD OF ITB# 09-05: STREET SWEEPER SERVICES**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT WITH ENVIROMENTAL PERFORMANCE SYSTEM (EPS) INC FOR STREET SWEEPER SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

Cleaning roadways of debris is a good practice for enabling a clean and efficient stormwater system. The stormwater utility can provide the funding for such periodic cleaning.

The Town Council on January 21, 2009, authorized staff to issue an Invitation to Bid (ITB) # 09-05: Street Sweeper Services. The ITB was advertised in a newspaper of general circulation which, complies with the Town's Purchasing Ordinance. The ITBs had a due date and time of February 26, 2009 @ 10:00a.m.

Town staff received the bids from the following vendors:

- | | |
|--|----------------|
| • Environmental Performance Systems (EPS), Inc. | \$ 66,300.00 |
| • South Florida Maintenance Services (SFM), Inc. | \$ 78,492.70 |
| • US Grounds, Inc. | \$ 82,726.80 |
| • Star Cleaning USA, Inc. | INCOMPLETE BID |

A complete review was performed on the "Lowest & Responsive" bidder: EPS, Inc. which, included:

- Contacting all of the provided references, as per ITB # 09-05; and
- Town staff's facilities inspections, as per ITB # 09-05; and
- Confirmation of "good standing" with the State of Florida Department of Business and Professional Regulations which, included any registered complaints.

RECOMMENDATION

Based on Town staff's evaluation of the "lowest & responsive" bidder: Environmental Performance Systems (EPS), Inc., it is recommended that the Town Council approve the attached Resolution.



**Town of Cutler Bay
Office of the Town Clerk
Ranking and Tabulation Sheet
ITB #09-05 Street Sweeper Services
Bid Submission Date: February 26, 2009 at 10:00 a.m.**

RANK	COMPANY	BID AMOUNT
1	EPS, Inc.	\$ 66,300.00
2	SFM Services, Inc.	\$ 78,492.70
3	US Grounds, Inc.	\$ 82,726.80
4	Star Cleaning USA, Inc.	0 Incomplete Bid Form

Bid's were opened at 10:05 a.m.

The following staff were witnesses to the bid opening:

Yani Ramos, Administrative Services Director

Erin O'Donnell, Assistant to the Town Clerk

Rafael Casals, Public Works Director

Respectfully Submitted By:

Erika Santamaria, CMC, Town Clerk

RESOLUTION NO. 09-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT WITH ENVIROMENTAL PERFORMANCE SYSTEM (EPS) INC FOR STREET SWEEPER SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay (“Town”) finds that it is both necessary and appropriate to retain a contractor to provide street sweeper services; and

WHEREAS, the Town Council authorized the issuance of a Invitation to Bid (ITB) 09-05 for Street Sweeper Services; and

WHEREAS, the ITB resulted in four bids being received prior to the February 26, 2009 deadline; and

WHEREAS, in accordance with Section 3.10 of the Town Charter and the Town purchasing ordinance, the Town has evaluated the four bids and the Town Manager has made a written recommendation to the Council for its approval; and

WHEREAS, pursuant to the ITB competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to utilize the services of Environmental Performance Services (EPS) Inc. (the “Contractor”) to provide street sweeper services; and

WHEREAS, the Town Attorney’s Office has reviewed the terms of the agreement with Contractor, attached as Exhibit “A”, and has determined that it is legally sufficient; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. Approval of the Agreement. The Town Council hereby approves the agreement with Environmental Performance Services (EPS) Inc. for street sweeper services, which incorporates Invitation to Bid 09-05 and associated documents, in substantially the form attached hereto as Exhibit “A” (the “Agreement”).

Section 3. Town Manager Authorized. The Town Manager is authorized, on behalf of the Town, to execute the Agreement for street sweeper services with Environmental Performance Services (EPS) Inc. for street sweeper services, in substantially the form attached hereto as Exhibit "A". The Town Manager is authorized to execute, without further Town Council action and once approved by the Town Attorney as to form and legal sufficiency.

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

PASSED and ADOPTED this _____ day of April, 2009.

PAUL VROOMAN
Mayor

Attest: _____
ERIKA GONZALEZ-SANTAMARIA
Town Clerk

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

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

FINAL VOTE AT ADOPTION:

Mayor Paul Vrooman _____

Vice Mayor Ed MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____

**TOWN OF CUTLER BAY
STREET SWEEPER SERVICES
ITB # 09 - 05
AGREEMENT**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2009, by and between ENVIRONMENTAL Performance System Party of the First Part, and The Town of Cutler Bay, Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

- I. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof, as if fully contained here:

- Advertisements for Bids
- Instruction to BIDDERS
- Bid Form
- Certificate of Authority
- Award Preference for Identical Tie Bids
- Bid Bond
- List of Proposed Subcontractors
- Bidder Qualification Statement
- Non-Collusion Affidavit
- Public Entity Crimes
- Notice of Award
- Agreement
- Notice to Proceed
- Performance Bond
- OSHA Acknowledgment
- General Conditions
- Supplementary Conditions
- Summary of Work
- Processing of Application for Payment

2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Bid.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of:

SIXTY SIX THOUSAND THREE HUNDRED DOLLARS

(Written Dollar Amount)

Dollars (\$ 66,300.00).

4. That the Second Party shall make monthly partial payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party, Less the retainage provided in the General Conditions, which is to be withheld by the Second Party until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the Second Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the construction of the Work have been paid in full, final payment on account of this Agreement shall be made within sixty (60) calendar days after the completion by the First Party of all Work covered by this Agreement and the acceptance of such Work by the Second Party.
6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the First Party shall, at its expense within five (5) calendar days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Second Party.
7. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

CONTRACTOR:

EPS, Inc.

BY:

Yvette Sanz

NAME:

Yvette Sanz

TITLE:

Controller

OWNER:

Town of Cutler Bay

BY:

NAME:

TITLE:

AUTHENTICATION:

BY:

NAME:

TITLE:

TOWN CLERK

APPROVED AS TO FORM:

BY:

NAME:

TITLE:

TOWN ATTORNEY

END OF SECTION

**TOWN OF CUTLER BAY
INVITATION TO BID
09-05**



STREET SWEEPER SERVICES

**SUBMITTAL DATE: THURSDAY, FEBRUARY 26, 2009
TIME: 10:00 AM**

COPY

INVITATION TO BID
09-05
STREET SWEEPER SERVICES
TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting bids from qualified firms to provide Street Sweeper Services for the Town of Cutler Bay. Interested firms should visit the Town's website at www.cutlerbay-fl.gov to obtain the Invitation to Bid package. Packages may also be picked up during normal business hours at the office of the Town Clerk, Erika Gonzalez-Santamaria, located at:

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 Thursday, February 26, 2009 and be clearly marked on the outside, "ITB 09-05 Street Sweeper Services", 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 ITB from the time of advertisement of the ITB until the Town Council meeting at which the Council considers the Town Manager's recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

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

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

Steven J. Alexander
Town Manager



ITB 09-05

**TOWN OF CUTLER BAY
STREET SWEEPER SERVICES
ITB # 09 - 05
INSTRUCTIONS TO BIDDERS**

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

- 1.1 Taxes: BIDDER shall include all applicable taxes in Bid.
- 1.2 Purpose of Bid: The Town of Cutler Bay intends to secure a source of services/supply (s) at the lowest responsive and responsible price. The Town reserves the right to award the Bid considered the best to serve the Town's interests.
- 1.3 Any questions concerning the Bid Specifications or any required need for clarification must be made to the Town Clerk's Office in writing, at least five (5) business days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by consultant in response to such questions will be issued by an addenda mailed or delivered to all parties listed on the official BIDDER's list as having received the bidding documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a BIDDER from submitting their Bid on the required date and time as publicly noted.
- 1.4 BIDDER warrants that the prices, terms, and conditions quoted in the Bid will be firm for a period of ninety (90) calendar days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the Town.
- 1.5 Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes -"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to 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 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

2.1: Submission of Bids

2.1.1: BIDDER's shall use the Bid Form(s) furnished by the Town. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid may invalidate the Bid. BIDDER shall deliver to the Town, as Bid package:

1. This entire project manual, with all sections executed. This shall include, when indicated on the bottom corner of the page the BIDDER's name and the company being represented
2. A copy of all issued addendum
3. One Original and four (4) Copies of the Bid Form completely executed
4. Bid Security, (Bid Bond or cashiers check) attached to the front inside cover of the project manual in the amount of \$5,000
5. Certificates of Competencies
6. Certificate Of Insurance and or Letter of Insurability

The entire Bid Package shall be placed in an opaque envelope and clearly marked with the BIDDER's name and "STREET SWEEPER SERVICES"

- 2.1.2: Bids having an erasure or corrections must be initialed by the BIDDER in Blue ink. Bids shall be signed in Blue ink; all quotations shall be typewritten or printed and filled in with Blue ink.
- 2.1.3: Firms are specifically advised that the Town of Cutler Bay's purchasing ordinance (06-22) applies to this Invitation to Bid and to all Requests for Proposals and is incorporated herein by reference. Firms are advised to familiarize themselves with its requirements.
- 2.2 Guaranties: no guarantee or warranty is given or implied by the Town as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The Town reserves the right to reasonably increase or decrease quantities as required. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.
- 2.3: Delivery: all items shall be delivered f.o.b. destination (i.e. at a specific Town of Cutler Bay address), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted. When practical, the Town may make pick-ups at the vendor's place of business.
- 2.4: Mistake: if there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the extensions adjusted to coincide. BIDDER's are responsible for checking their calculations. Failure to do so will be at the BIDDER's risk, and errors will not release the BIDDER from their responsibility as noted herein.
- 3.1: Brand Names: if a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The Town shall be the sole judge concerning the merits of items Bid as equals.
- 3.2: Material: material(s) delivered to the Town under this bid shall remain the property of the seller until accepted to the satisfaction of the Town. In the event materials supplied to Town are found to be defective or do not conform to specifications, the Town reserves the right to return the product (s) to the seller at the sellers expense.
- 3.3: Pricing: prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the Town reserves the right to make the final determination at the lowest net cost to the Town.
- 3.4: Safety Standards: the BIDDER warrants that the product(s) supplied to the Town conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.
- 3.5: Payments: payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 4.1: Liability, Insurance, Licenses & Permits: where BIDDER's are required to enter onto Town of Cutler Bay property to deliver materials or to perform work or services as a result of a Bid award, the BIDDER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the Town occasioned by negligence of the BIDDER (or their agent) or any person the BIDDER has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensior requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County, or Town-of Cutler-Bay Code. Contractors shall include current Dade County Certificates of Competency. These documents shall be furnished to the Town along with the Bid response. Failure to furnish these documents or to have required licensior will be grounds for rejecting the Bid and forfeiture of the Bid Bond.
- 4.1.1: BIDDER shall furnish to the Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town , for those coverage types and amounts listed in Article 5 of the General Conditions, in an amount equal to 100% of the requirements and shall be presented to the Town prior to issuance of any Contract(s) or Award(s) Document(s). The Town of Cutler Bay shall be named as "additional insured" with respect to this coverage.
- 4.1.2: At the time of Bid submission the BIDDER must submit certificates of insurance, or evidence of insurability in the form of a letter from BIDDER's insurance carriers demonstrating the ability to obtain coverage outlined

in Article 5 of the General Conditions. All required insurances shall name the Town of Cutler Bay as additional insured

4.1.3: All insurance shall be issued by companies rated A: 7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the finance support services director of the Town of Cutler Bay of cancellation, lapse, or material modification of any insurance policies insuring the BIDDER, which relate to the activities of such vendor and the Town of Cutler Bay. Such notification shall be in writing, and shall be submitted to the Town Clerk thirty (30) calendar days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.

4.1.4: Failure to fully and satisfactorily comply with the Town's insurance and bonding requirements set forth herein will authorize the Town Manager to implement a rescission of the Bid award without further Town Council action. The BIDDER hereby holds the Town harmless and agrees to indemnify Town and covenants not to sue the Town by virtue of such rescission.

5.1: Warranty / Guaranty: successful BIDDER shall act as agent for the Town in the follow-up and compliance of all items under Warranty / Guarantee and complete all forms for Warranty / Guarantee coverage under this Contract. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

6.1: Governmental Restrictions: in the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the Town at once, indicating in their letter the specific regulation which required an alteration. The Town of Cutler Bay reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the Town.

6.2: Assignment: the CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the Town Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the Town Manager. Further, in the event that the majority ownership or control of the CONTRACTOR changes hands subsequent to the award of this contract, CONTRACTOR shall promptly notify TOWN in writing of such change in ownership or control at least thirty (30) calendar days prior to such change and TOWN shall have the right to terminate the contract upon sixty (60) calendar days written notice, at TOWN's sole discretion.

6.3: Award of Bids: the Town of Cutler Bay reserves the right to accept or reject any and/or all bids or parts of bids, to waive any informality, irregularities, or technicalities, to re-advertise for bids, 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 Bid(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, the CONSULTANT, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

7.1: Evaluation of Bids: the Town, at its sole discretion, reserves the right to inspect any / all BIDDER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the BIDDER, including the financial position, experience, staffing, equipment, materials, references, and past history of service to the Town and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

7.1.1: Hold Harmless: all BIDDER's shall hold the Town, it's officials and employees harmless and covenant not to sue the Town, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

7.1.2: Cancellation: failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the Town, shall be just cause for cancellation of the Award.

7.1.3: Disputes: if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the TOWN department responsible for the administration of

the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the TOWN Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

- 8.1: Non-conformance to Contract: the Town of Cutler Bay may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the Town shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.
- 8.1.1: Default Provision: in case of default by the BIDDER or CONTRACTOR, the Town of Cutler Bay may procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.
- 8.1.2: Indemnification: the CONTRACTOR shall indemnify, save harmless, and defend the Town of Cutler Bay, its' officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the Town including without limitation, awarding the Contract to the CONTRACTOR.
- 8.1.3: Secondary / Other Vendors: the Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.
- 8.1.4: Specifications: The successful BIDDER will be furnished four sets of Contract Specifications without charge. Any additional copies required will be furnished to the BIDDER at reproduction cost.
- 8.1.5. Cone of Silence Provisions: Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. 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 RFP, RFQ and bid after the advertisement of said RFP, RFQ, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the Town Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- (6) communications with the 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 RFP award, RFQ award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

8.1.6 Campaign Finance Restrictions on Vendors: Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

8.1.6.1 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.

8.1.7 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.

9.1 Bonding Requirements:

9.1.1 Bid Bond/Bid Security

The BIDDER, in submitting this Bid, must include a \$5,000 Bid Bond. Such bond may be in the form of a cashier's check or approved Bid Bond in the amount of \$5,000. A company or personal check shall not be deemed a valid Bid Security.

9.1.2 Performance and Payment Bond:

The Town of Cutler Bay shall require the successful BIDDER to furnish a Performance Bond, each, in the amount of 100% of the total Bid Price, with the Town of Cutler Bay as the Obligee, as security for the faithful performance of the Contract. The bonds shall be with a surety company authorized to do business in the State of Florida.

9.1.3 Bid Guaranty:

The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond and Certificates of Insurance within ten (10) calendar days of notification of the award by the Town.

The BIDDER who has the Contract awarded to them and who fails to execute the Contract and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the Town, and it is agreed that this sum is a fair estimate of the amount of damages the Town will sustain in case the BIDDER fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

10.1 Time of completion:

The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the general conditions. The time allowed for the completion of the work shall be stated in the Bid Form.

11.1 Protest Procedures:

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

END OF SECTION

[Space Left Intentionally Blank]

**TOWN OF CUTLER BAY
STREET SWEEPER SERVICES
ITB # 09-05
SUMMARY OF WORK**

The Work covered by the Specifications and Contract Documents, consist of **STREET SWEEPER SERVICES** as described below and in the following chart listing Town Streets and Avenues.

The full scope of work will include **STREET SWEEPER SERVICES** of specified streets and avenues these services are conducted as follows:

- Sweeping services will consist of the collection and removal of paper, leaves and other visible debris that collect in the gutter and on the roadway.
- All work will be logged using the form provided.
- A digital file of the work done must be submitted on a biweekly basis.
- The work should be performed during off peak hours to minimize disruption of traffic.
- All debris to be disposed of in a legal manner.
- Copies of any tickets shall be included with monthly invoice.
- Inspection of the work will be performed within 48 hours and any length of road that has more than 25 pounds of debris in a distance of 1320 feet will be considered defective.

END OF SECTION

BID FORM

**THIS BID IS SUBMITTED TO:
TOWN OF CUTLER BAY
STREET SWEEPER SERVICES
ITB # 09 - 05
10720 CARIBBEAN BLVD., SUITE 105
CUTLER BAY, FLORIDA 33189**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The Town of Cutler Bay in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) calendar days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of Town's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. <u> 1 </u>	Dated: <u>2/9/09</u>
Addendum No. <u> 2 </u>	Dated: <u>2/17/09</u>
Addendum No. <u> </u>	Dated: <u> </u>
Addendum No. <u> </u>	Dated: <u> </u>
 - (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
 - (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests,

reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) BIDDER has given the Town written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Town is acceptable to BIDDER.
 - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the Town.
4. BIDDER understands that the quantities provided are only provided for bid evaluation only. The actual quantities may be higher or lower than those in the bid form.
5. BIDDER understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place As such the Contractor shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project for the Bid Price of:

Total Center Lane Miles	Miles		
Estimated Frequency	Bi-Weekly		
	Unit Price	Estimated Quantity Miles	Total Price
2 Lanes Curbed Mile Price	22. ⁰⁰	19	418. ⁰⁰
3 Lanes Curbed Mile Price	26. ⁰⁰	37	962. ⁰⁰
2 Lanes Non-Curbed Mile Price	18. ⁰⁰	65	1,170. ⁰⁰
As needed.			
Park Parking Lot			
Per Sq Ft	.05		

6. BIDDER agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Bid shall be addressed to:

BIDDER: EPS, Inc. Yvette Sanz
Address: 12650 N.W.S. River DR.
Medley, FL 33178
Telephone: 786.337.7000
Facsimile Number: 786.337.7001
Attention: Yvette Sanz

8. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY Feb. 24, 2009.

If BIDDER is:

AN INDIVIDUAL

By: _____ (SEAL)
 N/A
 (Individual's Name)

doing business as: _____

Business address: _____

Phone No: _____ Facsimile No: _____

A PARTNERSHIP

ITB 09-05

By: N/A (SEAL)
(Firm's Name)

(General Partner)

Business address: _____

Phone No: _____ Facsimile No: _____

A CORPORATION

By: Environmental Performance System

(Corporation Name)

Florida

(State of Incorporation)

By: Yvette Scanz

(Name of Person Authorized to Sign)

Controller

(Title)

(Corporate Seal)

Attest: _____



(President)

Business address: 12650 NW S. River Dr.
Medley, FL 33178

Phone No: 786-337-7000 Facsimile No: 786-337-7001

A JOINT VENTURE

ITB 09-05

15 of 55

By: MLA
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF AUTHORITY

ITB 09-05

(IF CORPORATION)

STATE OF Florida)
) SS:
COUNTY OF Miami-Dade

I HEREBY CERTIFY that a meeting of the Board of Directors of the
Environmental Performance System

on 2/24, 2009, a Corporation existing under the laws of the State of Florida, held
the following resolution was duly passed and adopted: Yvette Sanz

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated,
2/24, 2009, to the Town of Cutler Bay and this Corporation and that their execution thereof,
attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of
this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this
24, day of February, 2009.

Secretary: 

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

N/A

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of the

_____ a Corporation existing
under the laws of the State of _____, held on _____, 2009, the following resolution was duly passed
and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby
authorized to execute the Bid dated, _____ 2009, to the Town of Cutler Bay and this partnership and that
their execution thereof, attested by the _____ shall be the official act and
deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2009.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE**

STATE OF _____)
) SS:
COUNTY OF _____)

N/A

I HEREBY CERTIFY that a meeting of the Principals of
the _____

a corporation existing under the laws of the State of _____, held on _____,
2009, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture
be and is hereby authorized to execute the Bid dated, _____ 2009,
to the Town of Cutler Bay official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2009.

Secretary: _____

(SEAL)

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that
Environmental Performance System 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.

Quell Sammy
Bidder's Signature

2/24/09
Date

END OF SECTION

BID BOND

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Town of Cutler Bay, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, _____ 2009 for: _____.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of ten percent (10%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER 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 and Payment Bonds, satisfactory to the Town, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, 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 above bonded parties have executed this instrument under their several seals this _____ day of _____, 2009, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(Individual or Partnership Principal) _____ (SEAL)

(Business Address)

(Town/State/Zip)

(Business Phone)

ATTEST:

(Corporate Surety)* _____ Secretary

*Impress Corporate Seal

By: _____

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered
in the presence of:

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the _____ day of _____, 2009, before me, the undersigned Notary
Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

END OF SECTION

**TOWN OF CUTLER BAY
STREET SWEEPER SERVICES
ITB # 09 - 05
BIDDER QUALIFICATION STATEMENT**

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

The following minimum experience is required for this project:

- A) successful completion , verifiable with reference, of at least three street sweeping jobs with a municipality or government agency within the last 5 years in South Florida; Miami-Dade, Broward, Monroe, Collier and Palm Beach **OR**
- B) successful completion, verifiable with reference, of at least three street sweeping jobs of more than \$50,000.00 for a commercial agency within the last 5 years in South Florida; Miami-Dade, Broward, Monroe, Collier and Palm Beach

1. Project Name/Location Street Sweeping South E6076
 Owner Name Dept. of Transportation
 Contact Person Torey Henry
 Contact Telephone No. 305-256-6359
 Yearly Budget/Cost \$106,179.82
 Dates of contract From: March 06 To: March 10
2. Project Name/Location Street Sweeping South E6077
 Owner Name Dept. of Transportation
 Contact Person Torey Henry
 Contact Telephone No. 305-256-6359
 Yearly Budget/Cost \$99,680.87
 Dates of contract From: March 06 To: March 10
3. Project Name/Location Sweeping E6E61
 Owner Name Dept. of Transportation
 Contact Person Julio Hurtado
 Contact Telephone No. 305-650-0074
 Yearly Budget/Cost \$34,585.82
 Dates of Contract From: April 08 To: April 12

NON-COLLUSION AFFIDAVIT

State of Florida)
County of Miami Dade) SS

Yvette Sanz being first duly sworn deposes and says that:

- (1) He/She/They/It/are the Representative
(Owner, Partner, Officer, Representative or Agent) of
Environmental Perf. Systems the BIDDER that has submitted the attached Bid;
- (2) He/She/They/It/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Marling Morales
Marling Morales
(Printed Name)

By: Yvette Sanz
Yvette Sanz
Controller
(Title)



ACKNOWLEDGMENT

State of Florida
County of Miami Dade

On this the 25 day of February, 2009, before me, the undersigned Notary Public of The State of Florida, personally appeared

Yvette Samr and
(Name(s) of individual(s) who appeared before notary)

whose name(s) (s) are Subscribed to the within instrument, and he (s) / she (s) / they acknowledge that he (s) / she (s) / they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:
SEAL OF OFFICE:



MARLING MORALES
Notary Public, State of Florida
Commission #DD828501
My Commission Expires Oct. 06, 2012

Marling Morales
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

END OF SECTION

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded to 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 Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Town of Cutler Bay or its' agencies. FAILURE TO DO SO WILL RESULT IN BID DISQUALIFICATION.

[Space Left Intentionally Blank]

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

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

1. This sworn statement is submitted to Cotler Bay
by Yvette Sanz
for Environmental Performance Systems
is 12500 NW S. RIVER DR. MEDLEY, FL 33178 whose business address

and (if applicable) its Federal Employer Identification number (FEIN) is 05 0964250 (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: 262-91-0069)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, 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 prime 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 Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which 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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

_____ 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 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 (ONE) 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 THAT 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.

By: Yvette Samz
(Printed Name) Yvette Samz
Controller
(Title)

Sworn to and subscribed before me this 25 day of February, 2009
Personally known _____
Identification _____ Notary Public - State of Florida
My Commission Expires _____

Or Produced

(Type of Identification)

Marling Morales



MARLING MORALES
Notary Public, State of Florida
Commission #DD828501
My Commission Expires Oct. 06, 2012

(Printed, typed, or stamped commission name of notary public)

END OF SECTION

**TOWN OF CUTLER BAY
10720 CARIBBEAN BLVD., SUITE 105
CUTLER BAY, FLORIDA 33189
NOTICE OF AWARD**

TO: _____

PROJECT DESCRIPTION: Town of Cutler Bay **STREET SWEEPER SERVICES**, Project in accordance with Contract Documents as prepared by the Town

and

The TOWN has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the **STREET SWEEPER SERVICES**, Contract Bid in the not to exceed amount of \$ _____

You are required by the Instruction to BIDDER's to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) calendar days from the date of this Notice, said TOWN will be entitled to, revoke the award and retain the Bid Security.

BY: _____

TITLE: TOWN MANAGER

Dated this _____ day of _____, 2009.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this the _____ day of _____, 2009

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the TOWN.

SAMPLE

END OF SECTION

**TOWN OF CUTLER BAY
10720 CARIBBEAN BLVD., SUITE 105
CUTLER BAY, FLORIDA 33189
NOTICE TO PROCEED**

TO: _____

DATE: _____

PROJECT DESCRIPTION: STREET SWEEPER SERVICES, in accordance with Contract Documents as prepared by The Town of Cutler Bay.

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____, and work is to be performed for a period of one year at the frequency in the bid form.

This contract shall run for a period of three (3) years with an option to renew for two (2) additional two one (1) year terms with both parties being in total and full agreement.

Town of Cutler Bay

BY: _____

TITLE: TOWN MANAGER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____ day of _____, 2009

BY: _____

TITLE: _____

END OF SECTION

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

END OF SECTION

**TOWN OF CUTLER BAY
STREET SWEEPER SERVICES
ITB # 09-05
FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract awarded the day of _____, 2009, with Town for **STREET SWEEPER SERVICES** in accordance with drawings (plans) and specifications _____ which Contract is by reference made a 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 Town for **STREET SWEEPER SERVICES as scheduled** after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays Town all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that Town sustains because of default by Contractor under the Contract; and
3. Upon notification by the Town, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
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 Town to be, in default under the Contract, the Town having performed Town's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive **BIDDER**, or, if the Town elects, upon determination by the Town, and Surety jointly of the best, lowest, qualified, responsible and responsive **BIDDER**, arrange for a Contract between such **BIDDER** and Town, 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 Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the Town

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: _____

By:
Secretary

(Signature and Title)

(CORPORATE SEAL)

INSURANCE COMPANY:

IN THE PRESENCE OF:

By:
*(Agent and Attorney-in-Fact)

Address:
(Street)

Telephone No.: ()

* (Power of Attorney must be attached)

State of Florida

County of Miami-Dade

On this, the 25 day of February, 2009, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by (name of Corporate officer), Gabriel Pau, President EPS, Inc. (title), of (name of Corporation), a Florida (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal



MARLING MORALES
Notary Public, State of Florida
Commission #DD828501
My Commission Expires Oct. 06, 2012

Marling Morales



MARLING
Notary Public
Commission
My Commission E:

Printed, typed or stamped name of Notary Public exactly as commissioned

- Personally known to me, or
- Produced identification:

- Did take an oath, or
- Did not take an oath

Bonded by:

END OF SECTION

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the Town of Cutler Bay

We Environmental Performance System, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for Town of Cutler Bay, **STREET SWEEPER SERVICES** as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Town of Cutler Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

N/A

(Subcontractor's Names)

to comply with such act or regulation.

Environmental Performance System
CONTRACTOR

Yvette Sanz
ATTEST

BY: Yvette Sanz

END OF SECTION

GENERAL CONDITIONS

ARTICLE I - DEFINITION

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the TOWN of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the TOWN and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Application for Payment: The form furnished by the TOWN which is to be used by the CONTRACTOR in requesting progress payments.

Approved: Means approved by the TOWN.

Bid: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for Work.

Bonds: Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

TOWN: Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105 Cutler Bay , Florida 33189.

Contract Documents: Contract Documents shall include, Instructions to BIDDERS, CONTRACTOR'S Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the Town of Cutler Bay.

Contract Price: The total monies payable to the CONTRACTOR under the Contract Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the TOWN'S Governing body.

CONTRACTOR: The person, firm or corporation with whom the TOWN has executed the Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Field Order: A written order issued by the TOWN which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with Paragraph 10.2.

Notice of Award: The written notice by TOWN to the apparent successful BIDDER stating that upon compliance

with the conditions precedent to be fulfilled by him within the time specified, TOWN will execute and deliver the Agreement to him.

Notice to Proceed: A written notice given by TOWN to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform their obligations under the Contract Documents.

Project: The entire Project to be performed as provided in the Contract Documents.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptable performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the TOWN under this Contract shall be delivered to the TOWN.

ARTICLE 2 - PRELIMINARY MATTERS

Award:

- 2.1 The TOWN reserves the right to reject any and all Bids at its sole discretion. The Town, at its sole discretion, reserves the right to inspect any / all BIDDER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the BIDDER, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Town and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract. No Notice of Award will be given until the TOWN has concluded any investigation(s) as they deem necessary to establish the BIDDER'S capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the TOWN'S established standards, as well as the financial capability of the BIDDER to perform the Work in accordance with the Contract Documents to the satisfaction of the TOWN within the time prescribed. The TOWN reserves the right to reject the Bid of any BIDDER on the basis of these queries and investigations and who does not meet the TOWN'S satisfaction, even though the firm may possibly be the apparent lowest bidder. In analyzing Bids, the TOWN will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform the manufacturing and installation of roadway directional signage to TOWN standards; and alternate and unit prices if requested by the Bid forms. If the Contract is awarded, the TOWN will issue the Notice of Award and give the successful BIDDER a Contract for

execution within ninety (90) calendar days after opening of Bids. The Town specifically reserves the right to award the contract to a bidder who is not necessarily the lowest bidder on the basis of the results of these queries and investigation(s).

Execution of Agreement:

2.2 At least four counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by CONTRACTOR to the TOWN within ten (10) calendar days of receipt of the Notice of Award.

Forfeiture of Bid Security/Performance Bond:

2.3. Within ten (10) calendar days of being notified of the Award, CONTRACTOR shall furnish a Performance Bond containing all the provisions of the Performance Bond attached.

2.3.1 Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to TOWN the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, or Subcontractors employed pursuant to this Project. Bond shall be with a Surety company meeting the qualifications of Sections 2.3.4, 2.3.5 and 2.3.6.

2.3.2 Bond shall continue in effect for one and one half (1 1/2) years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum. The Performance Bond shall be conditioned that CONTRACTOR will, upon notification by TOWN, correct any defective or faulty Work or materials which appear within one and one half (1 1/2) years after final completion of the Contract.

2.3.3 Pursuant to the requirements of Section 255.05(1), Florida Statutes, CONTRACTOR shall ensure that the Bond referenced above shall be recorded in the public records of Dade County and Provide TOWN with evidence of such recording.

2.3.4 Bond must be executed by a surety company authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

2.3.5 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions.

2.3.6 The TOWN will accept a surety bond from a company with a rating B+ or better.

2.3.7 Failure of the successful BIDDER to execute and deliver the Agreement and deliver the required bond and Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the TOWN to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representation:

2.4 CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents.

Commencement of Contract Time:

2.5 The Contract Time will commence to run on the date stated in the Notice to Proceed and continue to run consecutively for the period of **three (3) years**, with an option to extend for an additional two (2) one (1) year terms. No extension of time will be given unless stated in writing. Rain days will not be a reason for an extension of time.

Liquidated damages:

2.6 Upon failure of CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) CONTRACTOR shall pay to the TOWN the sum of **FIVE HUNDRED AND 00/100 (\$500.00)** for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the TOWN as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contact is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The TOWN shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the TOWN and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, they shall call it to the Town's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to TOWN or CONSULTANT for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Specifications and Drawings. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

ARTICLE 4 - INSURANCE

Contractor's Liability Insurance:

4.1 CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by Town (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth:

4.1.1 Worker's Compensation insurance at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability at the statutory coverage amount. The CONTRACTOR shall further insure that all of its Subcontractors maintain appropriate levels of worker's compensation Insurance

4.1.2 Comprehensive General Liability with minimum limits of One Million Dollars (1,000,000.00) 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 Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent CONTRACTORS.

4.1.2.1 Premises and Operation

4.1.2.2 Independent Contractors

4.1.2.3 Personal Injury Coverage with Employee and Contractual Exclusions

4.1.3 Business Automobile Liability with minimum limits of One Million Dollars (1,000,000.00) 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 endorsements, as filed by the Insurance Services Office, and must include:

4.1.3.1 Owned Vehicles.

4.1.3.2 Hired and Non-Owned Vehicles.

4.1.3.3 Employers' Non-Ownership.

5.1 Before starting the Work, the CONTRACTOR will file with the TOWN certificates of such insurance, acceptable to the TOWN; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) calendar days prior written notice has been given to the TOWN by certified mail. The TOWN shall be named as an additional insured on the above-referenced policies.

5.2 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the TOWN in 5.1 above.

Cancellation and Re-Insurance:

5.3 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

5.4 All deductibles must be declared by the CONTRACTOR and must be approved by the TOWN. At the option of the TOWN, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the TOWN, covering the same.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Concerning Subcontractors :

6.1 No subcontracts are permitted under this contract.

Laws and Regulations:

6.2 The CONTRACTOR will give all notices and comply with all local, state, and federal laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the TOWN prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the TOWN, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes :

6.3 Cost of all applicable sales consumer, use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection :

6.4. The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES 2006** or latest addition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.4.1 All employees and other persons, whom may be affected thereby,

6.4.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

6.4.3 Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the work.

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

Emergencies :

6.6 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the TOWN, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the TOWN prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefore as provided in articles 11 and 12.

Public Convenience and Safety:

6.7 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. The MOT shall be designed as outlined in the latest addition of **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Indemnification:

6.8 In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the CONTRACTOR shall indemnify and save harmless the TOWN, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the work, or by or in consequence of any negligence (excluding negligence of TOWN, in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify and hold harmless the TOWN and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees 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 Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section 6.18 the parties agree that CONTRACTOR shall indemnify and hold harmless TOWN, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

6.9 In the event that any action or proceeding is brought against TOWN by reason of any such claim or demand, CONTRACTOR, upon written notice from TOWN shall defend such action or proceeding by counsel satisfactory to TOWN. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at TOWN'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against TOWN, excluding only those which allege that the injuries arose out of the sole negligence of TOWN, which may result from the operations and activities under this Contract whether the operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

ARTICLE 7 - TOWN'S RESPONSIBILITIES

7.1 The TOWN will issue all communications to the CONTRACTOR,

7.3 The TOWN will furnish the data required of them under the Contract Documents promptly.

ARTICLE 8 - CONSULTANTS' STATUS DURING THE WORK

Measurement of Quantities:

8.1 All Work completed under the Contract will be measured by the TOWN according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

8.2 The TOWN will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance). Work determined to be defective will be remedied by the contractor at no additional cost to the Town within a period of 24 hours.

Decisions on Disagreements:

8.3 The TOWN will be the initial interpreter of the Technical Specifications.

Limitations on Consultant's Responsibilities:

8.4 The TOWN will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

ARTICLE 9 - CHANGES IN THE WORK

9.1 Without invalidating the Agreement, the TOWN may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates their agreement therewith.

9.2 The TOWN may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the TOWN entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 11 and 12.

9.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle them to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.11 and except as provided in paragraph 10.2.

9.4 The TOWN will execute appropriate Change Orders prepared by the TOWN covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the TOWN.

9.5 It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the TOWN.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

10.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at their expense without changing the Contract Price.

10.2 (a) The TOWN may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

- (1) in the specifications (including drawings and designs);
 - (2) in the method or manner of performance of the Work.
 - (3) in the TOWN-furnished facilities, equipment, materials, services, or site;
- or
- (4) directing acceleration in the performance of the Work.

(b) Except as herein provided, no order, statement, or conduct of the TOWN shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.

(c) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly.

(d) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within ten (10) calendar days after receipt of a written Change Order, submit to the TOWN a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.

(e) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

10.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in the following way:

10.3.1 By negotiated lump sum.

ARTICLE 11 - PAYMENTS AND COMPLETION

Payments to Contractor

11.1 At least ten (10) calendar days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the TOWN a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the TOWN may reasonably require.

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and

suitably stored at or near site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the TOWN, as will establish the TOWN'S title to the material and equipment and protect their interest therein, including applicable insurance. The TOWN will within ten (10) calendar days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the TOWN, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The TOWN, will within thirty (30) calendar days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The TOWN may retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the TOWN.

11.2 The TOWN shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the TOWN may require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

ARTICLE 12 - SUSPENSION OF WORK AND TERMINATION

12.1 The TOWN may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) calendar days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they make a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather

12.2 No Work shall be done under these specifications except by permission of the TOWN when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the TOWN, shall suspend all Work until instructed to resume operations by the TOWN and the Contract Time pursuant to Section 12.7 shall be extended to cover the duration of the order

Town May Terminate

12.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Subcontractors or for labor, materials or equipment or they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the TOWN, or if they otherwise violate any provision of the Contract Documents, then the TOWN may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety seven (7) calendar days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method they may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the

CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the TOWN. Such costs incurred by the TOWN will be determined by the TOWN and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the TOWN and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Section 12.5.

12.4 Where the CONTRACTOR'S services have been so terminated by the TOWN said termination shall not affect any rights of the TOWN against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the TOWN due the CONTRACTOR will not release the CONTRACTOR from liability.

12.5 Upon seven (7) calendar days written notice to the CONTRACTOR, the TOWN may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the TOWN as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

ARTICLE 13 - MISCELLANEOUS

13.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

13.2 The Contract Documents shall remain the property of the TOWN. The CONTRACTOR and the CONSULTANT shall have the right to keep one record set of the Contract Documents upon completion of the Project.

13.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the TOWN and thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

13.4 Should the TOWN or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

13.5 Anti-discrimination: The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. Furthermore the bidder shall comply with all other State and local laws and policies that prohibit discrimination.

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

ARTICLE 14 - WAIVER OF JURY TRIAL

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

ARTICLE 15 - ATTORNEYS FEES/JURISDICTION/VENUE/GOVERNING LAW

15.1 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.

ARTICLE 16 - SEVERABILITY

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

ARTICLE 17 - INDEPENDENT CONTRACTOR

17.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

END OF SECTION

[Space Left Intentionally Blank]

**TOWN OF CUTLER BAY
STREET SWEEPER SERVICES
ITB # 09-05
SUPPLEMENTARY CONDITIONS**

1. All Town controlled roads must be cleaned on a biweekly basis. All Town controlled roads include curb and/or gutter or swale roads. The entire cross section of the road must be swept, this to include any turning lane whether it is in the middle or side of the cross section.
2. Sweeping time shall be determined at the discretion of the CONTRACTOR. Prior to commencing work under this agreement, CONTRACTOR must submit a sweeping time schedule to the TOWN for review and approval. Town reserves the right to review such schedules and require modification to CONTRACTOR'S sweeping time schedule prior to beginning services if it is determined that certain times are disruptive to the public.
3. CONTRACTOR shall use only sweepers of industrial and municipal size with the capacity to transport debris. ALL sweeper(s) used must be equipped with a water spray system for dust control. The equipment shall have flashing amber lights visible for a minimum of one (1) mile and mounted for three hundred sixty (360) degree visibility and must otherwise comply with the requirements of chapter 316 State Uniform Traffic Control- Florida Statutes. The Sweeper must also have an arrow board .
4. In the event of machine failure a replacement machine will finish the work within the allocated time period for that section. If a replacement machine can not be allocated the TOWN must be made aware.
5. The removal, hauling and dumping of debris shall be the sole responsibility of CONTRACTOR. All dumping tickets must be included with contractor's monthly invoice. All removal, hauling, and dumping of debris must be done in accordance with all applicable laws and regulations. All transportation cost and tipping/disposal fees must be the sole expense of the CONTRACTOR. In addition, the CONTRACTOR must report to the TOWN the tonnage that is swept and disposed from the Town on a monthly basis. Failure to submit monthly disposal reports will result in no payment for the work completed for that month.
6. CONTRACTOR must have a supervisor available at all times who may be contacted by TOWN regarding street sweeping services.

7. All work must be documented using the form provided on the Bid Form, failure to do so will result in failure of payment.
8. Contractor to provide a GPS that is able to record all the work conducted. (Example of GPS device: Trackstick® or Pro-Trackstick®) A digital file will be provided to the TOWN at no additional cost. Digital File will be used to evaluate all invoices. The following attributes will be standard in the file:
 - a. Date
 - b. Start Time
 - c. End Time
 - d. Driver's Name
 - e. Truck Number
9. Contractor's Vehicles: Contractor's vehicles shall be in good repair, free from leaking fluids, and properly registered. The Town may require the repair or replacement of equipment as reasonable necessary. All vehicles used by the Contractor to perform the Work under this Contract shall be painted uniformly with the name of the Contractor, business telephone number and the number of the vehicle in letter legible to the public. No other advertising shall be permitted on the vehicles. Additionally, the Town reserves the right to place a magnetic sign on each vehicle during the period which the vehicle is in service for the Town. These magnetic signs will be provided by the Contractor at the Contractor's expense, TWO (2) maximum signs per vehicle.
10. Sales Tax and Excise Tax: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by the Contractor under the laws and regulations of the State of Florida, Miami-Dade County and the Town of Cutler Bay. The Town's State Tax exempt status shall not be for the use of the Contractor at any time.
11. No fuels, oils, solvents, or similar materials are to be disposed of in any Catch Basins. The Contractor must closely adhere to local, state, and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties.

END OF DOCUMENT

Question # 1: I NEED TO KNOW THE NAME OF THE PHYSICAL STREETS THAT NEED TO BE SWEEPED, SO WE CAN VISUALLY SEE THE STREETS AND THE CONDITIONS OF THE ROAD?

RESPONSE: Please find below the physical streets which would be included in the sweeping cycle: (FOR BIDDING PURPOSES ONLY, TOWN RESERVES THE RIGHT TO ADD OR DELETE STREETS)

- US # 1 – South Dixie Hwy (within the Town’s municipal limits)
- SW 211 Street (between SW 112 Ave and Florida Turnpike)
- Caribbean Blvd (between US # 1 and Florida Turnpike)
- SW 208 Street (between SW 87 Ave and Old Cutler Road)
- SW 212 Street (between SW 82 Ave and SW 97 Ave)
- SW 82 Avenue (between Old Cutler Road and SW 214 Street)
- SW 216 Street (between Old Cutler Road and SW 87 Avenue)
- SW 87 Avenue (between Old Cutler Road and SW 232 Street)

Note: Town boundary maps are available for pick-up at Town Hall or can be viewed from the Town’s website.

Question# 2: FOR PRICING ON THE BIDS WE NEED TO KNOW IF ITS LINER MILES OR CURB MILES THAT NEEDS TO BE SWEEPED

RESPONSE: Please see below (excerpt from page # 11) the chart below identifies the “Curbed” miles vs. “Non-Curbed” miles. For Bidding purposes, please treat “Non-Curbed” miles as LINEAR.

Total Center Lane Miles	Miles		
Estimated Frequency	Bi-Weekly		
	Unit Price	Estimated Quantity Miles	Total Price
2 Lanes Curbed Mile Price		19	
3 Lanes Curbed Mile Price		37	
2 Lanes Non-Curbed Mile Price		65	
As needed.			
Park Parking Lot			
Per Sq Ft			

Question # 3: THE ESTIMATE QUANTITY MILES ON THE 2 LANES CURBED MILE, DOES THE AMOUNT OF 19 INCLUDE BOTH WAYS OR ONE WAY OF SWEEPING.

RESPONSE: FOR BIDDING PURPOSES: Both ways

Question # 4: ON THE PART WHERE IT SAYS PARK PARKING LOT PER SQ FEET, DO YOU JUST WANT A PRICE AND IS THERE A TOTAL ON THE LOT OF THE PARK PARKING LOT?

RESPONSE: FOR BIDDING PURPOSES: Provide a PER SQ. FT. price

Question #5 YOU SENT ME 8 STREET ADDRESSES, I ASSUME THOSE ARE THE TOTAL OF THE STREETS TO BE SWEEPED, AM I RIGHT? IF THAT IS SO, IT DOESN'T MATCH WITH THE AMOUNT OF MILEAGE IN THE "INVITATION TO BID" TO BE SWEEPED (TOTAL OF 186 MILES, IF THE 65 MILES ARE LINEAR MILES AS YOU DESCRIBE IN THE EMAIL, IN SUCH CASE I HAVE TO MULTIPLY BY THE NUMBERS OF LINES TO BE SWEEPED), WOULD YOU PLEASE, LET ME KNOW IF IN ADDITION OF THE STREET YOU MENTIONED IN THE EMAIL (MAYBE A TOTAL OF 30 MILES), WHERE ARE THE REST OF THE 156 MILES?, OR CAN YOU TELL ME THE AMOUNT OF MILES TO BE SWEEPED?

RESPONSE: The eight streets that were provided represent a "typical" roadway section that will be swept. The Town is seeking bids for the number of miles provided on page # 11. Please base your bid on the number of miles to be swept as illustrated on page# 11.

(FOR BIDDING PURPOSES ONLY, TOWN RESERVES THE RIGHT TO ADD OR DELETE STREETS)

- US # 1 – South Dixie Hwy (within the Town's municipal limits)
- SW 211 Street (between SW 112 Ave and Florida Turnpike)
- Caribbean Blvd (between US # 1 and Florida Turnpike)
- SW 208 Street (between SW 87 Ave and Old Cutler Road)
- SW 212 Street (between SW 82 Ave and SW 97 Ave)
- SW 85 Avenue (between Old Cutler Road and SW 214 Street)
- SW 216 Street (between Old Cutler Road and SW 87 Avenue)
- SW 87 Avenue (between Old Cutler Road and SW 232 Street)

Note: Town boundary maps are available for pick-up at Town Hall or can be viewed from the Town's website.

Question #6 THE MILEAGE REPRESENTED ON PAGE 11, IS IT ON A ONE CYCLE BASIS OR IS THE TOTAL MILES TO BE SWEEPED IN A YEAR?

RESPONSE: As mentioned on the top of the chart on page # 11, the sweeping frequency "cycle" is Bi-Weekly.

Question #7 THE 82ND AVE DOESN'T RUN FROM OLD CUTLER RD TO 214TH STREET, JUST HAVE A COUPLE OF SMALL SECTIONS, THE ONE RUNS IN THAT WAY IS 85TH AVE. WOULD YOU PLEASE, LET ME KNOW IF IT WAS A MISTAKE?

RESPONSE: The original email response mentioned SW 82 Avenue; this should have been SW 85 Avenue.

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W FLAGLER ST
14TH FLOOR
MIAMI, FL 33130

2008 LOCAL BUSINESS TAX RECEIPT 2008
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2009
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10
THIS IS NOT A BILL-DO NOT PAY

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

420222-2

BUSINESS NAME / LOCATION
ENVIRONMENTAL PERFORMANCE SYSTEM
INC
12650 NW S RIVER DR
33178 MEDLEY

RENEWAL
RECEIPT NO. 438887-2

OWNER
ENVIRONMENTAL PERFORMANCE SVST IN

Sec. Type of Business
213 SERVICE BUSINESS EMPLOYEE/S
2

NOT A CONTRACTORS RECEIPT

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

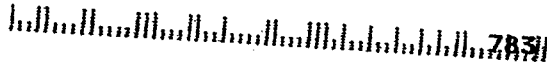
DO NOT FORWARD

ENVIROMENTAL PERFORMANCE SYSTEM
INC
GABRIEL POU PRES
12650 NW S RIVER DR
MEDLEY FL 33178

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

09/23/2008
6000000141
000045.00

SEE OTHER SIDE





STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

ENVIRONMENTAL PERFORMANCE SYSTEM INC
12650 NW SOUTH RIVER DR
MEDLEY FL 33178

STATE OF FLORIDA AC# 3254994
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
QB25125 06/07/07 060761431
QUALIFIED BUSINESS ORGANIZATION ENVIRONMENTAL PERFORMANCE SYSTEM
(NOT A LICENSE TO PERFORM WORK. ALLOWS COMPANY TO DO BUSINESS IF IT HAS A LICENSED QUALIFIER.)
IS QUALIFIED under the provisions of ch. 489 FS.
expiration date: AUG 31, 2009 L07060700680

DETACH HERE

AC# 3254994

STATE OF FLORIDA

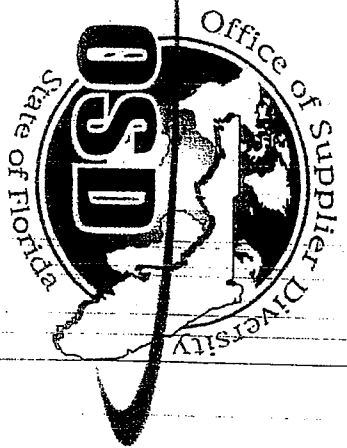
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L07060700680

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 06/07/2007, 060761431, QB25125

The BUSINESS ORGANIZATION Named below IS QUALIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2009. (THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

ENVIRONMENTAL PERFORMANCE SYSTEM INC
12650 NW SOUTH RIVER DR
MEDLEY FL 33178



State of Florida

Certification

ENVIRONMENTAL PERFORMANCE SYSTEM

is certified as a Minority Business Enterprise under the provisions of Chapter 287, Florida Statutes for a one year period from:

April 17, 2008 to April 17, 2009

A handwritten signature in black ink, appearing to read "Greg", written over a horizontal line. Below the line, the text "Executive Director" is printed.

*Florida Department of Management Services
Office of Supplier Diversity*

Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399-0950 850.487.0915 www.osd.dms.state.fl.us

BID BOND

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

KNOW ALL MEN BY THESE PRESENTS, that we, ENVIRONMENTAL PERFORMANCE SYSTEMS, INC., as Principal, and FIRST SEALORD SURETY, INC., as Surety, are held and firmly bound unto the Town of Cutler Bay, a municipal corporation of the State of Florida in the sum of FIVE THOUSAND AND 00/100 Dollars (\$ \$5,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, Feb 26, 2009 for: 09-05 - street sweeper services

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of ten percent (10%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER 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 and Payment Bonds, satisfactory to the Town, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, 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 above bonded parties have executed this instrument under their several seals this 26th day of February, 2009, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:


(Individual or Partnership Principal) _____ (SEAL)

(Business Address)

(Town/State/Zip)

(Business Phone)

ATTEST



FIRST SEALORD SURETY, INC.

(Corporate Surety)*

Secretary

*Impress Corporate Seal

By: 

Ramon A Rodriguez, Atty-in-fact & Fla Res Agent

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered
in the presence of:

ENVIRONMENTAL PERFORMANCE SYSTEMS, INC.

By: [Signature]

(Printed Name)

12650 NW S River Drive, Medley, FL 33178

Gabriel Pou, President
(Title)

ACKNOWLEDGMENT

State of Florida
County of Miami Dade

On this the 26th day of February 2009, before me, the undersigned Notary
Public of the State of Florida, personally appeared

Gabriel Pou

and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

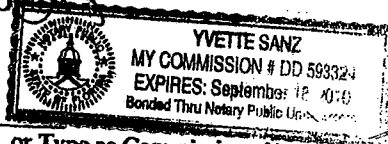
WITNESS my hand
and official seal.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:
SEAL OF OFFICE

[Signature]

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)



- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

END OF SECTION

UNAUTHORIZED UNAUTHORIZED
First Sealord Surety, Inc.
Power of Attorney

Power No: MIA-0088-09-01103

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint
Fausto Alvarez, Ramon A. Rodriguez, William E. Beckham and/or Ernesto Freyre all of Miami, Florida
its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** Not To Exceed Five Million Dollars-----(\$5,000,000.00) *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

[Signature]

Gary L. Bragg, Secretary

Commonwealth of Pennsylvania
County of Montgomery

First Sealord Surety, Inc.

By:

[Signature]

Joel D. Cooperman, Vice President

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



(Seal)

[Signature]

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Anthony T. Stewart, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Aug. 5, 2010
Member, Pennsylvania Association of Notaries

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 26th day of February, 2009

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 09-1224), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

[Signature]
Gary L. Bragg, Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JL ENVIR-1	DATE (MM/DD/YYYY) 02/25/09
PRODUCER Insurance Marketers, Inc. 2600 Douglas Road Suite 712 Coral Gables FL 33134 Phone: 305-442-9507 Fax: 305-447-8527		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Environmental Performance Systems, Inc. 12650 NW So. River Drive Medley FL 33178		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: FCCI Insurance Company	
		INSURER B: Zurich American Insurance Co.	
		INSURER C: Steadfast Insurance Co	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C		GENERAL LIABILITY	GPL903754001	04/18/08	04/18/09	EACH OCCURRENCE \$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
		<input checked="" type="checkbox"/> Pollution Liab				PERSONAL & ADV INJURY \$ 1000000
		GENL AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ 2000000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2000000
B		AUTOMOBILE LIABILITY	BAP903754201	04/18/08	04/18/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		RETENTION \$				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	55207	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT \$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE \$ 1000000
		OTHER				E L DISEASE - POLICY LIMIT \$ 1000000
C		Equipment Floater	319245	04/18/08	04/18/09	Equipment 22607 Deductibl 1000

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

REF: BID NO: 09-05

Coverages are subject to the terms, conditions, deductibles and exclusions as show on the policy.*10 Days notice of cancellation for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

TOWNOFC

Town of Cutler Bay
10720 Caribbean Blvd Ste#105
Cutler Bay FL 33189

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

AUTHORIZED REPRESENTATIVE
[Signature]

TAB 7



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: April 15, 2009

Re: **AWARD OF ITB # 09-06: ROADWAY RESURFACING & MISCELLANEOUS DRAINAGE IMPROVEMENTS**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT WITH ENVIROWASTE SERVICES GROUP INC. FOR ROADWAY RESURFACING & MISCELLANEOUS DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town Council on January 21, 2009, authorized staff to issue an Invitation to Bid (ITB) # 09-06: Roadway Resurfacing & Miscellaneous Drainage Improvements. The ITB was advertised in a newspaper of general circulation which, complies with the Town’s Purchasing Ordinance. The ITB had a due date and time of February 27, 2009 @ 10:00a.m. The Town received sixteen (16) bid packages from potential contractors (see attached listing).

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

- Envirowaste Services Group Inc. \$ 558,667.75
- H & J Asphalt \$ 566,240.95
- Downrite Engineering \$ 566,560.00

A complete review was performed on the “Lowest & Responsive” bidder: Envirowaste Services Group Inc. which, included:

- Contacting all of the provided references, as per ITB # 09-04; and
- Town staff’s facilities inspections, as per ITB # 09-04; and
- Confirmation of “good standing” with the State of Florida Department of Business and Professional Regulations which, included any registered complaints.

RECOMMENDATION

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



**Town of Cutler Bay
Office of the Town Clerk
Ranking & Tabulation Sheet
ITB #09-06 Roadway Resurfacing & Miscellaneous Drainage Improvements
Bid Submission Date: February 27, 2009 at 10:00 a.m.**

RANK	COMPANY	BID AMOUNT
1	Envrio Waste Services Group	\$ 558,667.75
2	H&J Asphalt	\$ 566,240.95
3	Downrite Engineering	\$ 566,560.00
4	Tasco Plumbing	\$ 589,195.00
5	Tran Construction	\$ 591,493.00
6	H&R Paving	\$ 620,640.00
7	Ram Tech Construction	\$ 639,495.00
8	General Asphalt Co.	\$ 648,668.00
9	Rock Power Paving	\$ 764,050.00
10	SFM Services	\$ 803,665.00
11	Team Contracting, Inc.	\$ 871,100.00
12	APAC Group, Inc.	\$ 915,975.00
13	JVA Engineering Construction	\$ 987,340.00
14	Homestead Concrete	\$ 992,422.50
15	Community Asphalt	\$ 1,147,436.00
16	Williams Paving	\$ 1,149,225.00

Bid's were opened at 10:00 a.m.

The following staff were witnesses to the bid opening:

Yani Ramos, Administrative Services Director

Erin O'Donnell, Assistant to the Town Clerk

Respectfully Submitted By:

Erika Santamaria, CMC, Town Clerk

RESOLUTION NO. 09-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT WITH ENVIROWASTE SERVICES GROUP INC. FOR ROADWAY RESURFACING & MISCELLANEOUS DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Cutler Bay (“Town”) finds that it is both necessary and appropriate to retain a contractor to repair/resurface damaged roadways and perform drainage improvements that were identified in both the Road & Sidewalk Assessment Report and Stormwater Master Plan; and

WHEREAS, the Town Council authorized the issuance of a Invitation to Bid (ITB) 09-06 for Roadway Resurfacing & Miscellaneous Drainage Improvements; and

WHEREAS, the ITB resulted in sixteen (16) bids being received prior to the February 27, 2009 deadline; and

WHEREAS, pursuant to the ITB competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to utilize the services of first ranked firm, Envrio Waste Services Group (the “Contractor”), to provide replacement and installation of sidewalks; and

WHEREAS, should the negotiations be unsuccessful with the Contractor fail, the Town Council desires to obtain the services of H&J Asphalt (the “Alternative Contractor”) as the second-ranked firm; and

WHEREAS, the Town Attorney’s Office has reviewed the terms of the agreement with Contractor, attached as Exhibit “A”, and has determined that it is legally sufficient; and

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

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. Approval of the Agreement. The Town Council hereby approves the agreement with Envirowaste Services Group Inc. for roadway resurfacing & miscellaneous drainage improvements, which incorporates Invitation to Bid 09-06 and associated documents, in substantially the form attached hereto as Exhibit "A" (the "Agreement").

Section 3. Town Manager Authorized. The Town Manager is authorized, on behalf of the Town, to negotiate and execute the Agreement for replacement and installation of sidewalks with the first-ranked firm, Envirowaste Services Group Inc., for replacement and installation of sidewalks, in substantially the form attached hereto as Exhibit "A". In the event the Town Manager is unable to execute a contract in substantially the form attached hereto with Envirowaste Services Group Inc. then the Town Manager may negotiate and execute the Agreement with H&J Asphalt as the second-ranked firm. The Town Manager is authorized to execute the Agreement without further Town Council action and once approved by the Town Attorney as to form and legal sufficiency.

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

PASSED and ADOPTED this _____ day of _____, 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

Motion 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
ITB # 09-06
SECTION 3

CONTRACT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is dated as of the _____ day of _____ in the year 2009 (which shall be the Effective Date of the Contract) by and between the Town of Cutler Bay (hereinafter called "OWNER" or "TOWN") and ENVIRONMENTAL SERVICES GROUP, INC. herein after called "CONTRACTOR").

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

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

Provide Labor and equipment required to perform roadway resurfacing and miscellaneous drainage improvements within the Town of Cutler Bay. Work shall include roadway resurfacing, roadway milling, the installation of asphalt, the installation and raising of manholes, valves and inlet structures, installation of striping, drainage pipe installation, French Drain installation, sodding/swale restoration, driveway restoration and the installation of curbs. This contract includes a Pothole Repair item with a 48 hour response time. Utilization of these services will require close coordination with the Town and Town's Consulting Engineer.

Article 2. ENGINEER. The Project may be designed by any of the following firms:

ENGINEER

The Corradino Group
4055 N.W. 97th Avenue
Suite # 200
Miami, Florida 33178

ENGINEER

Kimley-Horn & Associates, Inc.
5200 N.W. 33rd Avenue
Suite # 109
Ft. Lauderdale, Florida 33309

ENGINEER

C3TS
901 Ponce De Leon Blvd.
Suite # 900
Coral Gables, Florida 33134

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

Article 3. CONTRACT TIME.

3.1 This Agreement shall be non-exclusive and 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 CONTRACTOR received no later than 30 days prior to the date of termination.

(A) Miscellaneous Drainage Improvements.

Portions of the Project known as Miscellaneous Drainage Improvements shall be governed by Notices to Proceed issued for separately named and designated portions of the Work.

(B) Final Completion.

Final completion includes all Work and Project documentation, including roadway and drainage work, swale restoration, as-built drawings, Project warranties and all other obligations of CONTRACTOR required by the Contract Documents.

- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work reflected above and in each Notice to Proceed is not substantially or finally complete within the time specified in the applicable Notice to Proceed, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred 00/100 dollars, (\$500.00) for each day that expires after the time specified in the applicable Notice to Proceed for completion. Liquidated damages shall be deducted from the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 4. CONTRACT PRICE.

- 4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Schedule of Values. For all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item in the

Bid Form, times the actual accepted quantity of that item will be paid up to the maximum amount approved.

Contract Price \$ 558,667.75

Contract Price (in words) Five hundred FIFTY eight thousand six hundred sixty SEVEN AND 75/100

The maximum Contract Price for the Miscellaneous Drainage Improvements shall be determined subsequent to execution hereof, approved by the Town, and governed by the terms of this Agreement and the Contract Documents. OWNER shall pay CONTRACTOR for completion of the Miscellaneous Drainage Improvements in accordance with the Contract Documents and the Schedule of Values on a Unit Price basis in an amount equal to the sum of the established Unit Price for each separately identified item in the Bid Form, times the actual accepted quantity of that item, up to the amount approved in each instance.

- 4.2 Included in the Agreement Sum is an allowance account of \$15,000.00 for the Miscellaneous Roadway and Drainage Improvement Bid Form for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town Manager in accordance with the Contract Documents. Money may only be taken from this account at the prior approval of the Town Engineer and pursuant to any procedures outlined by the Town's Public Works and/or the Town Manager.

Article 5. PAYMENT PROCEDURES.

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

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

- 5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

5.2. Final Payment. Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

Article 6. INTEREST. Not Applicable

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

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

sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

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

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. This Contract
- 8.2. Invitation to Bid
- 8.3. Bid Form
- 8.4. Standard General Conditions
- 8.5. Supplementary Conditions
- 8.6. Detailed Specifications as included in this package and as referenced
- 8.7. Code of Silence/Campaign Contribution Ordinance/Lobbyist Registration Requirements
- 8.8. Addendum Acknowledgement
- 8.9. Anti-Kickback Affidavit
- 8.10. Non-Collusive Affidavit
- 8.11. Sworn Statement
- 8.12. Qualification Statement
- 8.13. Performance Bond
- 8.14. Payment Bond
- 8.15. Notice of Intent to Award
- 8.16. Notice to Proceed
- 8.17. Construction Plans titled – “Roadway Resurfacing and Miscellaneous Drainage Improvements”
- 8.18. Any Modifications, including Work Authorizations, duly delivered after execution of the Contract.

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

Article 9. MISCELLANEOUS

- 9.1. Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. This Contract may be executed in counterparts.
- 9.5 The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7 OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.
- 9.8 The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 9.9 INDEMNIFICATION- The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section and in the Terms and Conditions.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the

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

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

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

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

- 9.10 WARRANTIES OF CONTRACTOR- The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.
- 9.11 DEFAULT/FAILURE TO PERFORM- The Town shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

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

contractor of its intentions and the effective date of the termination. The following shall constitute default:

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

In the event of litigation or arbitration arising from a default by the contractor, the contractor shall also be liable for all damages caused by its default which damages may include but not be limited to any and all costs incurred by the Town in completing the project, and damages arising out of the contractor's failure to adhere to the contract requirements and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

9.12 OTHER CAUSES FOR TERMINATION- THE TOWN OF CUTLER BAY RESERVES THE RIGHT TO CANCEL THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR EFFECTIVE THE DATE SPECIFIED IN THE NOTICE SHOULD ANY OF THE FOLLOWING APPLY:

9.13

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

9.14 ANTI-DISCRIMINATION- The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. Furthermore the bidder shall comply with all other State and local laws and policies that prohibit discrimination.

- 9.15 If any provision of this Contract or any Authorization under this Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the is Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 9.16 Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified.
- 9.17 Contractor shall abide by the applicable provisions of Chapter 119, Florida Statutes (Public Records).
- 9.18 PROTEST PROCEDURES- With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in accordance with Town Ordinance 06-22.

[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]

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

OWNER

Town of Cutler Bay

CONTRACTOR

EnviroWaste Service group, INC.

ADDRESS

10720 Caribbean Blvd., Suite # 105

ADDRESS

4 SE 1 STREET

Cutler Bay, Florida 33189

MIAMI, FL 33130

BY _____

BY _____

Print Name

Print Name

Title

Title

WITNESS _____

WITNESS _____

(CORPORATE SEAL)

(CORPORATE SEAL)

INVITATION TO BID
09-06
ROADWAY RESURFACING & MISCELLANEOUS
DRAINAGE IMPROVEMENTS

The Town of Cutler Bay is requesting Bids from qualified firms to provide for Roadway Resurfacing & Miscellaneous Drainage Improvements for the Town of Cutler Bay. Interested firms should visit the Town's website at www.cutlerbay-fl.gov to obtain the Invitation to Bid package. Packages may also be picked up at the following location:

TOWN OF CUTLER BAY
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

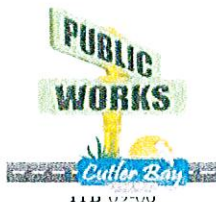
Sealed submittals must be received no later than **10:00 a.m.** on **Friday, February 27, 2009** and be clearly marked on the outside, "**ITB 09-06 Roadway Resurfacing & Miscellaneous Drainage Improvements**", by **Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 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 ITB from the time of advertisement of the ITB until the Town Council meeting at which the Council considers the Town Manager's recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

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

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

Steven J. Alexander
Town Manager



TOWN OF CUTLER BAY

ITB # 09-06

SECTION 4

ROADWAY RESURFACING AND MISCELLANEOUS DRAINAGE IMPROVEMENTS

BIDDER'S REPRESENTATION

Bid of ENVIRONMENTAL SERVICES GROUP, INC.
(name)
4 SE FIRST STREET, MIAMI, FL 33130
(address)

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

“Roadway Resurfacing and Miscellaneous Drainage Improvements”

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

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

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

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Agreement with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools,

apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Agreement, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Agreement.

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

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


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

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

Bidder's Certificate of Competency No. C6C- 150745 2,

Bidder's Occupational License No. 452 VTC

WITNESS



By: 

Signature of Authorized Agent

(SEAL)

TOTAL BID FORM

The following Bid is presented to assist the Town in evaluating the Bid. The Total Bid Amount will include all items described in the Section 5 of the Bid Documents (Detailed Specifications). Payment shall be made on the basis of Work actually performed and completed. This will be a work order type of contract providing Resurfacing to Roadways throughout the Town on an as needed basis.

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT

\$ _____

TOTAL BID AMOUNT (IN WORDS) _____

Taxpayer Identification Number: 65-0829090

BIDDER: ENVIRONMENTAL SERVICES GROUP, INC
(Company Name)



(Signature of Authorized Representative)

Eduardo J. Barba
(Printed Name and Title)

4 SE First Street, Miami, FL 33130
(Company Address)

305-637-9665
(Company Phone Number)

TOWN OF CUTLER BAY
ITB # 09-06

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID FORM

The following Bid Form is presented to assist the Town in evaluating the Bid. After Award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed. This portion of the work will be a work order type contract providing Roadway and Drainage improvements throughout the Town on an as needed basis.

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
101-1-1	Mobilization	15	EA	.01	.15
101-2	Emergency Response	10	EA	.01	.10
102-1	Maintenance of Traffic	15	EA	2.50	37.50 37.50
104-10	Baled Hay or Straw or Filter Fabric Inlet Protection – Per Inlet	15	EA	5.00	75.00
110-1-1	Clearing and Grubbing	15	EA	50.00	750.00
119-01	Driveway Restoration (Concrete/Stamped)	50	SY	25.00	1,250.00
119-02	Driveway Restoration (Pavers)	50	SY	25.00	1,250.00
327-70-1	Milling Existing Asphalt Pavement (1" Average Depth)	10,000	SY	1.85	18,500.00
331-2	Type S Asphaltic Concrete (as directed)	500	SY	5.25 13.75	2,625.00 6,875.00
331-72	Type S-3 Asphalt Concrete Surface Course (3/4")	50,000	SY	5.25 4.55	2,625.00 227,500.00
380-1	Pothole Repairs- (Average Size 3'x 3')	60	SY	18.50	1,110.00
425-1	Inlets (Ditch Bottom – Type C)	10	EA	2,000.00	20,000.00
425-2	Manholes (Type P-7)	10	EA	2,660.00	26,600.00
425-3	Inlets (Curb – Type P-6)	10	EA	3,200.00	32,000.00
425-4	Core Drilling Existing Inlets	10	EA	100.00	1,000.00

SIB
NOT
3750
10/2

JK
875.00
287,500.00
JT

425-6 (A)	Adjusting Valve Boxes	15	EA	100 [°]	1,500 [°]
425-6 (B)	Adjusting Manholes	10	EA	500 [°]	5,000 [°]
430-99	18-inch Solid HDPE pipe	100	LF	40 [°]	4,000
443-70	French Drain (18-inch HDPE)	500	LF	12.5 [°]	6,250 [°]
FDOT #	15- inch solid HDPE pipe	100	LF	30 [°]	3,000 [°]
522-1	Concrete Sidewalk (4" – Class I)	200	SY	45 [°]	9,000
522-2	Concrete Sidewalk (6" – Class I)	200	SY	46 [°]	9,200 [°]
520-1	Concrete Curb and Gutter (Type F)	200	LF	25 [°]	5,000 [°]
520-2	Concrete Curb (Type D)	200	LF	14.00	2,800
SR-1	Swale Restoration	15	EA	250 [°]	3,750
FDOT #	Raised Pavement Markers	1,500	EA	6 [°]	9,000 [°]
711-1	Traffic Stripe (6"), Thermoplastic	8000	LF	1.01	8,080 [°]
FDOT #	24" Thermoplastic Stop Bar, including 50 LF double yellow thermoplastic	100	EA	100	10,000
711-4	Directional Arrows, Thermoplastic	6	EA	150 [°]	900 [°]
710-8	Solid Traffic Marking, Thermoplastic	800	SF	3.00	2,400
737-7	Advanced Utility Exploration (soft Digs)	8	EA	75 [°]	600
A-1	Allowances	1	LS	\$15,000	\$15,000

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT

\$ ~~562,380.25~~ 558,667.75

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT (IN WORDS)

(see above)

~~Five Hundred & Sixty Two Thousand Three Hundred and Eighty 25/100~~

Bid Item Notes:

1. Bid Item 101-1-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the project signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project.
3. Bid Item 110-1-1 is a lump sum pay item that includes the removal and disposal of all existing asphalt/concrete pavement and soil/planting as required for the project.
4. Bid Item 119-02 is a square yard pay item that includes all work associated with repairing or replacing concrete driveway aprons including disposal of all concrete removed. This pay item also includes matching stamped concrete driveway aprons and existing driveway apron colors.
5. Bid Item 119-2 is a square yard pay item that includes all work associated with repairing or replacing paver driveway aprons including disposal of all pavers removed.
6. Bid Item 331-2 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99 for bidding purposes, an average asphalt thickness of one (1) inch shall be used.
7. Bid Item 331-72 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99.
8. Bid Item 380-1 includes responding to pothole repair, within 48 hours of notification from the Town. The repair includes all work such as removal and replacement of existing base and asphalt for a complete and accepted pothole repair.
9. Bid Items 430-99 and 443-70 includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, and asphalt restoration per the plans and details.
10. Bid Items 425-1, 425-2, 425-3 and 425-4 includes all costs associated with installing inlets and manholes, modifying/core drilling existing inlets, and all drainage pipe connections per the plans.
11. Bid Item 737-71 includes all necessary advanced explorations to verify and determine existing pipe invert elevations, material, and locations where conflicts with the proposed drainage system may occur (soft digs). Work shall also include verification and determination of interior dimensions and elevations (including pipe inverts) of any existing affected drainage structure. If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Engineer and provide all pertinent field information to assist the resolution of the conflict. This work is to be carried out in advance of construction.

TOWN OF CUTLER BAY

SECTION 7

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: V.P. C.O.O.

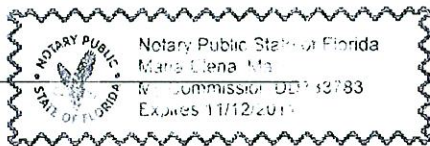
Sworn and subscribed before this

27 day of February 2009

Maria Elena Martin
Notary Public, State of Florida

Maria Elena Martin
(Printed Name)

My commission expires: _____



END OF SECTION

12. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town. For bidding purposes, a swale restoration area of 250 square yards in a typical single family residential neighborhood shall be used as the basis for each swale restoration.

MISCELLANEOUS ROADWAY AND DRAINAGE IMPROVEMENTS BID AMOUNT ^{SLB}

\$ ~~562,380.25~~ 558,667.75
 By

TOTAL BID AMOUNT (IN WORDS) _____

~~Five Hundred and Sixty Two Thousand Three~~
~~Hundred and Eighty 25/100~~

TOWN OF CUTLER BAY
ITB # 09-06
SECTION 5

ROADWAY RESURFACING
DETAILED SPECIFICATIONS

TECHNICAL SPECIFICATIONS INDEX

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
<u>ROADWAY DIVISION I:</u>		
	Special Provisions	24
01020	Allowances	25-27
01030	Swale Restoration and Audio Visual Preconstruction Record	28-29
15200	Utility Relocations	30-32
 <u>ROADWAY DIVISION II:</u>		
101	Mobilization	33
102	Maintenance of Traffic	34-35
104	Prevention, Control, and Abatement of Erosion and Water Pollution	36-37
300	Prime and Tack Coat for Base And Surface Course	38
380	Pothole Repairs	39-40
425	Inlets, Manholes and Junction Boxes	41

DIVISION I
SPECIAL PROVISIONS
FOR
Roadway Resurfacing,
IN
THE TOWN OF CUTLER BAY
ITB # 09-06

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Town of Cutler Bay.

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

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

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

SECTION 01020

ALLOWANCES

PART 1 SCOPE OF WORK

1.01 DEFINITION

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

1.02 ALLOWANCE ACCOUNT

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

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

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

B. Contractor's Duties:

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

1.04

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

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

- H. Access to Property: The Contractor shall at all times maintain meaningful access to a given property for residents of that property.
- I. Staging of Work: All staging for work by the Contractor within the Town shall be first approved by the Town's department of public works.

1.05 ADJUSTMENT OF COSTS

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

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
3.01 MEASURE AND PAYMENT

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

END OF SECTION

SECTION 01030

Swale Restoration and Audio Visual Preconstruction Record

PART 1 SCOPE OF WORK

1.01 DEFINITION

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

1.02 SITE RESTORATION

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

1.03 AUDIO-VISUAL PRECONSTRUCTION RECORD

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

additional charge. The Contractor shall reschedule the unacceptable coverage within five (5) days after being notified.

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

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

END OF SECTION

SECTION 15200

UTILITY RELOCATIONS

PART 1 SCOPE OF WORK

1.01 DEFINITION

- A. Included in the Agreement Sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that can not be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Town Engineer. Upon direction from the Town Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.

1.02 ALLOWANCE ACCOUNT

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

1.03 PROCEDURE FOR COMPLETING UTILITY RELOCATIONS

- A. Town Engineer's Duties:
 - 1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.
 - 2. Provide written authorization to request cost estimate.
 - 3. Transmit Town's decision to the Contractor.
 - 4. Prepare work authorization.

B. Contractor's Duties:

1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Town Engineer of conflicts immediately upon discovery. The Contractor and Town Engineer shall explore options to avoid the conflicts with the utilities as the first step.
2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Town Engineer and provide copies of the requested information to the Town Engineer upon receipt.
3. If authorized by Town Engineer, coordinate with provider to have utility relocations/ deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.
4. Notify Town Engineer promptly of:
 - a. Any effect on the construction schedule anticipated as a result of utility relocation/ deflection.

1.05 ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the Agreement 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 Agreement closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

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

END OF SECTION

[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]

**DIVISION II
SECTION 101
MOBILIZATION**

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 101-1 Description

This section is expanded to include the following:

The Town intends to utilize the miscellaneous roadway and drainage portion in this Agreement on an as-needed basis. As the need for the units identified in this project is identified by the Town, the Town will inform the Contractor of the need for its services. It is the intent of this project that the Contractor will be required to mobilize up to ten (10) times for pothole repairs and five (5) times for drainage and/or resurfacing improvements. However, this is only an estimate and the Town reserves the right to request additional Work. Mobilization includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding and shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. The contractor shall mobilize within twenty (20) calendar days of the receipt of the work authorization.

All cost for work, materials, permits, permit fees, and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Mobilization.

PART 2 MATERIALS

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

PART 3 EXECUTION

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

END OF SECTION

SECTION 102

MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

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

Beginning two weeks prior to any construction, the Contractor shall provide written updates to the Town Engineer of anticipated construction activity, timing, location, and anticipated disruptions due to occur during the next two (2) weeks. This update shall be provided to the Town Engineer no later than noon each Friday for use, by the Town Engineer and Town, in assisting the Contractor to inform the residents of pending disruptions. However, this does not relieve the Contractor of any and all reasonable communications with the affected property owners.

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

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

Except as delineated in the Contract Documents, traffic may be detoured only upon approval of the Town and the Florida Department of Transportation (for State Roads).

PART 2 MATERIALS

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

PART 3 EXECUTION

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

All cost for work, materials, permits and incidental costs as specified above are to be included in the cost of other bid items. There will be no specific payment for Maintenance of Traffic.

END OF SECTION

SECTION 104

PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

PART 1 GENERAL

1.01 SUMMARY

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

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 104-5 Preconstruction Conference

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

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

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

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

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

PART 2 MATERIALS

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

PART 3 EXECUTION

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

END OF SECTION

SECTION 300

PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.03 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 300-9 – Basis of Payment

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the Agreement unit price either per ton or per square yard of base or asphalt pavement or in the unit price for pothole repair.

PART 2 MATERIALS

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

PART 3 EXECUTION

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

END OF SECTION

SECTION 380
POTHOLE REPAIRS

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

380-1 Description.

The work specified in this Section consists of the construction of pothole repairs.

380-2 Materials.

The asphaltic concrete shall be Type II and the base material shall be a stabilized limerock.

380-3 Construction.

380-3.1 General: The Contractor shall furnish all labor, materials and equipment required to construct pothole repairs. All required permits associated with the construction of the potholes including, but not limited to the Florida Department of Transportation and (FDOT) and the Town of Cutler Bay are to be obtained by the Contractor. All permit fees and other costs shall be paid by the Contractor and included in the unit prices outlined below.

380-3.2 Removal of existing asphalt: The Contractor shall be responsible for the saw cutting and removal of the existing asphalt and other loose debris from the site. All material that is removed from the site shall become the property of the Contractor and shall be disposed of in a legal landfill or other site owned by the Contractor.

380-3.3 Reworking of limerock base: The Contractor shall remove the existing limerock base to a point as outlined in the detail. After the removal of the existing limerock base, the Contractor shall rework the existing limerock base and include additional limerock base to bring the level of the hole up to the

surrounding elevation. The reworked limerock base shall be compacted in accordance with Section 210 of the Specifications Detailed.

380-3.4 Replacing asphalt concrete: The Contractor shall, upon completion of reworking of the limerock base, replace the asphalt concrete. The asphalt concrete shall be Type II and installed as per the Detailed Specifications including the requirement for a tack coat.

380-4 Basis of Measurement.

The quantities to be paid for under this Section shall be the actual quantities installed, measured as each pothole repair tested and accepted.

380-5 Basis of Payment.

380-5.1 General: The quantities, determined as provided above, shall be paid for at the Agreement unit price per each pothole repair. Such prices and payment shall be full compensation for all work specified in this Section including mobilization, maintenance of traffic, removal of existing material from the site, permits, and coordination.

380-5.2 Payment:

Payment shall be made under:

Item No. 380-1 - Pothole Repair – Per Each

PART 2 MATERIALS

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

PART 3 EXECUTION

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

END OF SECTION

SECTION 425

INLETS, MANHOLES AND JUNCTION BOXES

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” dated 2004 be used as the basis for the Work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.04 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 425-6.8 Adjusting Existing Structures – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this Work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

PART 2 MATERIALS

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

PART 3 EXECUTION

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

END OF SECTION

TOWN OF CUTLER BAY

SECTION 6


ADDENDUM ACKNOWLEDGEMENT FORM

Addendum # Date Received

Addendum #	Date Received
<i>NONE</i>	

BIDDER:

ENVIRONMENTAL SERVICES GROUP INC.
(Company Name)


(Signature)

Eduardo J. Bauba, Vice President
(Printed Name & Title)

END OF SECTION

TOWN OF CUTLER BAY

SECTION 8

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA }
County of Miami Dade } SS:

_____ being first duly sworn, deposes and says that:

- a) He/she is the Eduardo J. Barbera (Owner, Partner, Officer, Representative or Agent) Envirowaste Serv. Grp., the Bidder that has submitted the attached Bid;
- b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- c) Such Bid is genuine and is not collusive or a sham Bid;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____

Eduardo Barbera

(Printed Name)

V.P. C.O.O.

(Title)

TOWN OF CUTLER BAY

SECTION 10

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

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

1. This sworn statement is submitted to the Town of Cutler Bay

by Eduardo J. Barba
[print individual's name and title]

for ENVIROWASTE SERVICES GROUP, INC
[print name of entity submitting sworn statement]

whose business address is

4 SE First Street
Miami, FL 33130

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0829090

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of

a plea of guilty or nolo contendere.

4. I understand than an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final**

order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 24 day of Feb, 2009.

Personally known ✓ Eduardo J. Barba

OR produced identification _____ Notary Public – State of Florida

My commission expires _____
(type of identification)



Mona E. Martin
(Printed, typed or stamped Commissioned name notary public)

END OF SECTION

TOWN OF CUTLER BAY

SECTION 11

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED ALONG WITH BID IN ORDER FOR BID TO BE DEEMED RESPONSIVE (ALTHOUGH IT IS NOT THE SOLE CRITERION FOR RESPONSIVENESS).

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail. *HORIZONTAL CONTRACTING FIRM*

2. The address of the principal place of business is: *4 SE First Street
Miami, FL 33130*

3. Company telephone number: *305-637-9665*

4. Number of employees: *100*

5. Number of employees assigned to this project: *10 - 20*

6. Company Identification numbers for the Internal Revenue Service:

FED. ID 65-0829090

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

CERTIFIED
GENERAL CONTRACTOR
STATE OF FLORIDA - CGC-1507453

8. How many years has your organization been in business? 10

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

CITY OF MIAMI BEACH.
HORIZONTAL JOB ORDER CONTRACT
\$10,000,000 Budget
APRIL 2008 to APRIL 2013

10. Have you ever failed to complete any work awarded to you? If so, where and why? NO

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

- City of Miami Beach, Asstn. Public Works Director
- 11.1. Mike Alvarez, 1700 Convention Ctr. Dr., Miami Bch, FL 33139 (name) (address) (phone #) 305-673-7080
- 11.2. OSDELL LAZREA, 15700 NW 66 Av., Miami Lakes, FL 33014 (name) (address) (phone #) 305-364-6100
- 11.3. FOOT-42541517201 "Collapsed Pipe Repair Biscayne Blvd." (name) (address) (phone #)
- Enrique Tamayo, Tamayo Engineering, 8101 Biscayne Blvd. Suite 417, Miami, FL 33138 Tel. 305-762-7177

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

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

Please see ATTACHED

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

YES

14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

Asphalt Paving: ~~Charlotte Frymeyer Paving Inc.~~ JF
 30% General Asphalt Co.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

Please See Attached List

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

NONE

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

NONE

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work. MIKE GARCIA - has been with ESG since 9/2008. Since that time Mike has managed installation of drainage for the projects listed in Item # 11. With City of Miami Beach, there have been several. The largest 8" sanitary sewer 360 LF; for FDOT Mike installed*

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

19.1 The correct name of the Bidder is: ENVIRONMENTAL SERVICES GROUP, INC.

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

* 300 LF of new pipe in emergency work order for FDOT on Biscayne Blvd. In Miami Lakes Mike installed 500 LF of French Drain HDPE. All projects required MOT, ROW Permitting & Roadway Restoration.

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: *B. RAFAEL BARBA, RALPH D. BARBA, EDUARDO J. BARBA, JULIO FOJON*

19.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. *NONE*

19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
NONE

19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
NONE

19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
NONE

NAME

RELATIONSHIPS



Signature of entity submitting supplement form

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

The foregoing instrument was acknowledged before me this 24 day of February, 2009, by Eduardo J. Baeba who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 24 day of February 2009.



(Signature of person taking acknowledgment)

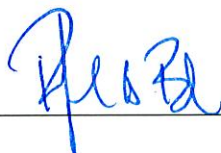
END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that
ENVIRONMENTAL SERVICES GROUP 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.





 **AIA** Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)
Envirowaste Services Group, Inc.
4 SE 1st Street, Miami FL 33130

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Hartford Fire Insurance Company
400 International Parkway, Ste 425, Heathrow FL 32746

Connecticut

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter
called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

Town of Cutler Bay
10720 Caribbean Blvd., Ste 105, Cutler Bay FL 33189

Fifty Thousand Dollars \$50,000.00
as Obligee, hereinafter called the Obligee, in the sum of (\$ _____), for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

ITB 09-06 Roadway Resurfacing and Miscellaneous Drainage
Improvements

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


Signed and sealed this 27 day of February 2009

Envirowaste Services Group, Inc.

(Principal)

(Seal)

(Witness)



(Witness)

(Title)

Hartford Fire Insurance Company

(Surety)



(Title)

Michael A. Bonet

(Seal)

Attorney-in-Fact and Florida Resident Agent

POWER OF ATTORNEY

THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 or fax: 860-757-5835
Agency Code: 21-220438

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

F. Berry Hayley, David Aaron French, Robert P. Hollander, Antonio Arias, Nancye Ellen Batista, Michael A. Bonet, Michael A. Holmes
of
Miami Lakes, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 27th, 2009
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

Envirowaste Services Group, Inc.
SCHEDULE III - ANALYSIS OF CONTRACTS IN PROGRESS
 For the six months ended June 30, 2008
 (See Accountants' Review Report)

Construction Project	Amount	Estimated Cost	Estimated Gross Profit	Revenues Earned	Cost of Revenues	Gross Profit	Billed To Date	Estimated Cost to Complete	At June 30, 2008		For the six months ended June 30, 2008			
									Cost and Estimated Earnings in Excess of Billings	Billings in Excess of Estimated Cost and Earnings	Revenues Earned	Cost of Revenues	Gross Profit	Percent Complete
WSASD-903 (2008)	500,000	350,000	150,000	287,636	201,345	86,291	245,038	148,655	42,598	-	146,703	102,692	44,011	57.5%
City of Doral	395,000	276,500	118,500	316,476	221,533	94,943	340,498	54,967	-	24,022	167,624	117,337	50,287	80.1%
Town of Miami Lakes (2008)	245,000	180,000	65,000	178,089	130,841	47,248	106,130	49,159	71,959	-	139,606	105,709	33,897	72.7%
City of Miramar	370,000	314,500	55,500	110,920	94,282	16,638	89,082	220,218	21,838	-	110,920	94,282	16,638	30.0%
FDOT Broward County	220,000	175,000	45,000	86,244	68,603	17,641	88,667	106,397	-	423	86,244	68,603	17,641	39.2%
Miscellaneous cleanings	476,329	401,367	74,962	471,151	397,004	74,147	478,743	4,363	-	7,592	471,151	397,004	74,147	98.9%
COM - North (2009)	239,635	167,745	71,891	120,179	84,125	36,054	120,125	83,620	54	-	120,179	84,125	36,054	50.2%
COM - South (2009)	149,805	104,864	44,942	79,859	55,901	23,958	79,938	48,963	-	79	79,859	55,901	23,958	53.3%
COM - Outfalls (2009)	199,995	139,997	59,999	-	-	-	-	139,997	-	-	-	-	-	0.0%
COM - SCT Cleaning (2009)	357,900	286,320	71,580	-	-	-	-	286,320	-	-	-	-	-	0.0%
Hillsborough County (2009)	250,000	175,000	75,000	-	-	-	-	175,000	-	-	-	-	-	0.0%
Orange County - Y8-1034-12 (2009)	667,000	500,250	166,750	-	-	-	-	500,250	-	-	-	-	-	0.0%
City of Dallas (2008-2009)	1,599,000	1,279,200	319,800	-	-	-	-	1,279,200	-	-	-	-	-	0.0%
FDOT - Deep Well Cleaning	215,000	172,000	43,000	-	-	-	-	-172,000	-	-	-	-	-	0.0%
FDOT - Construction	210,000	168,000	42,000	-	-	-	-	168,000	-	-	-	-	-	0.0%
Miami Lakes - Sidewalk repair	250,000	175,000	75,000	-	-	-	-	175,000	-	-	-	-	-	0.0%
City of Miami Beach (2008 clean)	520,000	364,000	156,000	-	-	-	-	364,000	-	-	-	-	-	0.0%
	<u>\$ 6,864,684</u>	<u>\$ 5,229,742</u>	<u>\$ 1,634,923</u>	<u>\$ 1,650,554</u>	<u>\$ 1,253,634</u>	<u>\$ 396,920</u>	<u>\$ 1,546,221</u>	<u>\$ 3,976,109</u>	<u>\$ 136,449</u>	<u>\$ 32,116</u>	<u>\$ 1,322,286</u>	<u>\$ 1,025,653</u>	<u>\$ 296,633</u>	

CONTROL EQUIPOS

#	ID	DATE	MAKE	MODEL	COLOR	YEAR	TAG	VIN	FUEL	EXP_TAG	EXP_INSUR
2	101	11/1/2008	FORD	L-8000	YELLOW	1992	N3888L	1FDYU82A9NVA04145	DIESEL	12/31/08	07/01/09
5	116		FORD	VAC-CON	WHITE	1998	N29300	1FDYN80F7WVA40395	DIESEL	12/31/08	07/01/09
6	126		STERLING	VACTOR	WHITE	2004	N4584D	2FZHATAK64AL76085	DIESEL	12/31/08	07/01/09
7	127		STERLING	VACTOR	WHITE	2005	N7057F	2FZHATDC05AN67474	DIESEL	12/31/08	07/01/09
8	132		STERLING	VACTOR	WHITE	2005	N9156H	2FZHATDC45AU85067	DIESEL	12/31/08	07/01/09
10	134		STERLING	VACTOR	WHITE	2006	N5809J	2FZHATDCX6AV69217	DIESEL	12/31/08	07/01/09
12	136		INTERNAT	VAC-CON	WHITE	2006	M7077P	1HTWHAAT86J253378	DIESEL	12/31/08	07/01/09
13	137		INTERNAT	VACTOR	WHITE	2006	N5808J	1HTWGAAZT86J293063	DIESEL	12/31/08	07/01/09
14	139		STERLING	VACTOR	WHITE	2006	N3424K	2FZHATDC96AV69225	DIESEL	12/31/08	07/01/09
15	141		STERLING	VACTOR	WHITE	2006	N8482K	2FZHATDC46AW65909	DIESEL	12/31/08	07/01/09
16	142		STERLING	VACTOR	WHITE	2006	N8678L	2FZHATDC06AW65910	DIESEL	12/31/08	07/01/09
17	143		STERLING	VACTOR	WHITE	2006	N8679L	2FZHATDC75AW65421	DIESEL	12/31/08	07/01/09
18	144		STERLING	LT9500-R,OFF	WHITE	2007	N5592L	2FZHAZCV77AX37791	DIESEL	12/31/08	07/01/09
19	145		STERLING	VACTOR	WHITE	2007	N8722L	2FZHAZDE87AW65434	DIESEL	12/31/08	07/01/09
20	146		STERLING	VACTOR	WHITE	2007	N8723L	2FZHAZDE07AW65766	DIESEL	12/31/08	07/01/09
21	147		STERLING	VACTOR	WHITE	2007	N5956M	2FZHAZDE27AW65767	DIESEL	12/31/08	07/01/09
22	148		FORD	PVT	WHITE	1991	X696IG	1FDXK84POMVA36354	DIESEL	12/31/08	07/01/09
23	149		STERLING	VACTOR	WHITE	2006	N5959M	2FZHAZDE56AW65714	DIESEL	12/31/08	07/01/09
24	150		STERLING	VACTOR	WHITE	2007	N2890N	2FZHATDC87AX52875	DIESEL	12/31/08	07/01/09
25	151		STERLING	VACTOR	WHITE	2007	N2892N	2FZHATDC67AX52874	DIESEL	12/31/08	07/01/09
26	152		STERLING	VACTOR	WHITE	2007	N2891N	2FZHATDC07AX52658	DIESEL	12/31/08	07/01/09
27	153		INTERNAT 7400	VACTOR	WHITE	2007	N2903N	1HTWGAAZT57J564811	DIESEL	12/31/08	07/01/09
32	205		TOYOTA	TUNDRA	RED	2000	X06SSV	5TBBT4418YS047904	GAS	06/30/09	07/01/09
33	206		FORD	F-350	GREEN	2000	U326YN	1FTWX33FXYE68103	DIESEL	12/31/08	07/01/09
34	207		TOYOTA	TUNDRA	GREEN	2001	X682IG	5TBJN32131S128253	GAS	06/30/09	07/01/09
35	208		FORD	F-150	SILVER	2005	P556MW	1FTRF12255NB84436	GAS	06/30/08	07/01/09
36	209		FORD	F-150	GREY	2005	P559MW	1FTRF12255NC00795	GAS	06/30/09	07/01/09
37	210		TOYOTA	TUNDRA	WHITE	2006	T311YU	5TBJU32146S462592	GAS	06/30/09	07/01/09
38	211		FORD	F-350	WHITE	2006	S556ZY	1FTWW32P36EB63919	DIESEL	12/31/08	07/01/09
39	212		TOYOTA	TUNDRA	Blue	2006	T515YT	5TBRT34136S478365	GAS	06/30/09	07/01/09
40	213		FORD	F-350	WHITE	2001	W290KH	1FTWW33F21ED60577	DIESEL	12/31/08	07/01/09
41	214		FORD	F-150	WHITE	2007	0611PN	1FTRF12287NA41130	GAS	06/30/09	07/01/09
42	215		FORD	F-150	WHITE	2007	0671PN	1FTRF12277NA61496	GAS	06/30/09	07/01/09
43	216		FORD	F-150	WHITE	2007	0661PN	1FTRF12297NA78509	GAS	06/30/09	07/01/09
44	217		FORD	F-150	WHITE	2007	0631PN	1FTRF12257NA48777	GAS	06/30/09	07/01/09
45	218		FORD	F-150	WHITE	2007	0691PN	1FTRF12257KC86694	GAS	06/30/09	07/01/09
46	219		FORD	F-150	WHITE	2007	0681PN	1FTRF12267KC61948	GAS	06/30/09	07/01/09
47	220		FORD	F-150	WHITE	2007	0621PN	1FTRF12207NA69374	GAS	06/30/09	07/01/09
48	221		FORD	F-150	WHITE	2007	0651PN	1FTRF12227NA66489	GAS	06/30/09	07/01/09
49	222		FORD	F-150	WHITE	2007	0641PN	1FTRF12227KB93941	GAS	06/30/09	07/01/09
50	223		FORD	F-150	WHITE	2007	H834KG	1FTRF12207KD46025	GAS	06/30/09	07/01/09
51	224		FORD	F-150	WHITE	2007	3891UE	1FTRF12217NA75944	GAS	06/30/09	07/01/09
52	225		FORD	F-150	WHITE	2007	3901UE	1FTRF12237NA78621	GAS	06/30/09	07/01/09
53	226		FORD	F-150	WHITE	2007	H580KE	1FTRF12227KD51825	GAS	06/30/09	07/01/09
55	302		FORD	E-550	WHITE	2000	Q773RJ	1FDAF56F5YEB20852	DIESEL	12/31/08	07/01/09
56	301		FORD	E-450	WRITE	2003	891HVS	1FDXE45F23HB85626	DIESEL	12/31/08	07/01/09
57	303		FORD	E-450	WHITE	1998	V708IZ	1FDXE47F3WHB98130	DIESEL	12/31/08	07/01/09
58	304		GMC	CAB CHASSIS	WHITE	1996	V707IZ	1GDKP32R4T3500601	GAS	12/31/08	07/01/09
59	305		INTERNATIONAL	4300	WHITE	2006	811JVT	1HTMMAAM76H239572	DIESEL	12/31/08	07/01/09
60	306		FORD	E-450	WHITE	2008	600KMQ	1FDXE45P38DA38836	DIESEL	12/31/09	07/01/09
61	307		FORD	E-450	WHITE	2006	995KMP	1FDXE45P36DB37539	DIESEL	12/31/09	07/01/09
62	308		FORD	E-450	WHITE	2008		1FDWE45P68DB04081	DIESEL		
69	501		ASPT	ALL-PRO		2003	838JJX	N0VIN0200499016		06/30/09	



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BARBA, BERNARDO RAFAEL
ENVIROWASTE SERVICES GROUP INC
5931 SW 88TH STREET
MIAMI FL 33156-2067

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

AC# 3853954

CGC1507453 07/13/08 088007487

CERTIFIED GENERAL CONTRACTOR
BARBA, BERNARDO RAFAEL
ENVIROWASTE SERVICES GROUP INC

IS CERTIFIED under the provisions of Ch. 489
Expiration date: AUG 31, 2010 L0807130036

DETACH HERE

AC# 3853954

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L0807130036

DATE	BATCH NUMBER	LICENSE NBR
07/13/2008	088007487	CGC1507453

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2010

BARBA, BERNARDO RAFAEL
ENVIROWASTE SERVICES GROUP INC
5931 SW 88TH STREET
MIAMI FL 33156-2067

CHARLIE CRIST
GOVERNOR

CHUCK DRAGO
INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW

TAB 8



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: April 15, 2009

Re: **AWARD OF ITB # 09-07: ROADWAY & DRAINAGE IMPROVEMENTS IN THE CUTLER RIDGE ELEMENTARY SCHOOL AREA**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT TO PROVIDE FOR ROADWAY & DRAINAGE IMPROVEMENTS IN THE CUTLER RIDGE ELEMENTARY SCHOOL AREA; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST RANKED CONTRACTOR WILLIAMS PAVING COMPANY, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

As a result of the Town opting-out of the Miami-Dade County's Stormwater Utility (Resolution # 07-18), the existing storm drainage structures were all transferred to the Town. The Town's adopted Stormwater Utility Master Plan (Resolution #08-50), has identified several neighborhoods with localized flooding and roadway resurfacing concerns. One of the identified projects is located in the area around Cutler Ridge Elementary School and is funded through a State of Florida Department of Environmental Protection (FDEP) appropriation.

The intent of this project is to alleviate the existing drainage deficiencies that exist by utilizing a combination of exfiltration trenches and upgrading storm water piping and inlets. Upon completion of the stormwater improvements, the roadways within the project areas will be resurfaced. Sidewalk improvements are also proposed as part of this project. Special consideration will be made to minimize disruptions to the residents during this project.

The Town prepared contract documents entitled "Cutler Ridge Elementary Area Roadway and Drainage Improvements" that were publicly advertised and were available for contractors on March 17, 2009. On April 7, 2009 bids were publicly opened and read. A Bid Tabulation Summary Sheet of the responsive bidders is attached for reference.

The apparent low responsive bidder for the contract is Williams Paving Company, Inc. for a total bid contract amount of \$416,479.84. The ITB was set-up in a Base Bid and Additive Bid format allowing for flexibility in award and construction of the project, and developed as a unit cost project to assure the Town only pays for actual work performed. Per the contract, award will be to the lowest responsive and responsible bidder, whose qualifications indicate the award will be in the best interest of the Town and whose proposal complies with the requirements of the



Office of the Town Manager

specifications. Additional consideration shall be given with regard to previous engagements with the Town, past performance and experience with other contracts, comfort level with the project team and any other criteria deemed relevant by the Town. This is discussed in Paragraph 1.10 (Award of Contract) in the instructions to bidders.

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

- Contacting all of the provided references, as per ITB # 09-07; and
- Town staff’s facilities inspections, as per ITB # 09-07; and
- Confirmation of “good standing” with the State of Florida Department of Business and Professional Regulations which, included any registered complaints.

Additionally, the contract is set up as a unit price contract. Therefore, if we choose to do more of one bid item and less of another, there is no additional charge to the Town. Also, if we need to do less work than is outlined in the contract documents, there is no penalty to the Town.

The schedule of this contract is an important element of the project. Therefore, there is a liquidated damages section of the contract that can be enforced if the contractor’s actual construction activities extend beyond the proposed schedule. The liquidated damages are set at \$500 per day.

This item is included in the Town’s Capital Project budget for the current fiscal year.

RECOMMENDATION

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

RESOLUTION NO. 09-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT TO PROVIDE FOR ROADWAY & DRAINAGE IMPROVEMENTS IN THE CUTLER RIDGE ELEMENTARY SCHOOL AREA; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST RANKED CONTRACTOR WILLIAMS PAVING COMPANY, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay's (the "Town") adopted 2008-09 fiscal year Stormwater Utility Fund budget includes funding obtained from the Department of Environmental Protection (DEP) – LP6819 for stormwater drainage improvement projects; and

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

WHEREAS, the Cutler Ridge Elementary school's surrounding area has been identified as a "priority" area in the Stormwater Utility Master Plan, which was adopted by Town Resolution Number 08-50; and

WHEREAS, the Town Council authorized the issuance of a Invitation to Bid (ITB) 09-07 for Cutler Ridge Elementary Area Roadway & Drainage Improvements; and

WHEREAS, the ITB resulted in twenty-five (25) bids being received prior to the April 7, 2009 deadline; and

WHEREAS, pursuant to the ITB competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to utilize the services of first ranked firm, Williams Paving Company, Inc. (the "Contractor"), to provide roadway & drainage improvements in the Cutler Ridge Elementary school area; and

WHEREAS, should the negotiations be unsuccessful with the Contractor fail, the Town Council desires to obtain the services of A & A Fonte, Inc. (the "Alternative Contractor") as the second-ranked firm; and

WHEREAS, the Town Attorney's Office has reviewed the terms of the agreement with Contractor or Alternative Contractor, attached as Exhibit "A", and has determined that it is legally sufficient; and

WHEREAS, the Town Manager has determined in accordance with Section 3.10 of the Town Charter and the Town purchasing ordinance that there is a sufficient unencumbered budget appropriation within the department to pay for this agreement, and

the Town Manager has made a written recommendation to the Council for its approval; and

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. Approval of the Agreement. The Town Council hereby approves the agreement with the first-ranked firm, Williams Paving Company, Inc. and in the alternative with the second-ranked firm, A & A Fonte, Inc., for roadway & drainage improvements in the Cutler Ridge Elementary school area, which incorporates Invitation to Bid 09-07 and associated documents, in substantially the form attached hereto as Exhibit “A” (the “Agreement”).

Section 3. Town Manager Authorized. The Town Manager is authorized, on behalf of the Town, to negotiate and execute the Agreement for replacement and installation of sidewalks with the first-ranked firm, Williams Paving Company, Inc. for roadway & drainage improvements in the Cutler Ridge Elementary school area, in substantially the form attached hereto as Exhibit “A”. In the event the Town Manager is unable to execute a contract in substantially the form attached hereto with Williams Paving Company, Inc. then the Town Manager may negotiate and execute the Agreement with A & A Fonte, Inc. as the second-ranked firm. The Town Manager is authorized to execute the Agreement without further Town Council action and once approved by the Town Attorney as to form and legal sufficiency.

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

PASSED and ADOPTED this ____ day of _____, 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



SECTION 4

PROPOSAL/BID FORM

CUTLER RIDGE ELEMENTARY AREA ROADWAY AND DRAINAGE IMPROVEMENTS

Proposal of Williams Paving Company, Inc.
(name)
11300 NW South River Drive, Medley, FL 33178
(address)

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

**CUTLER RIDGE ELEMENTARY AREA ROADWAY AND DRAINAGE IMPROVEMENTS
("THE PROJECT")**

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

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

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

This project includes an Additive Bid Form that reflects estimated quantities for additional work on roadway sections not included in the Base Bid. The Base Bid and Additive Bid items are defined below.

The Bidder proposes and agrees, if this Proposal is accepted, to timely execute the Contract with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery,

tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and the Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

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

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to Town within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Town all rights and remedies set forth in the Instructions to Bidders.

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


It is intended that all Work to be performed under this Proposal shall commence approximately 30 days after contract execution.

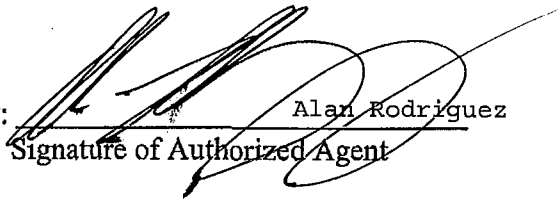
In no event shall Town be obligated to pay for work not performed or materials not furnished.

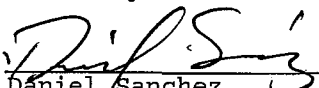
Bidder's Certificate of Competency No. E2313

Bidder's Occupational License No. 026791-4

WITNESS


Carmen Maffero

By: 
Alan Rodriguez
Signature of Authorized Agent


Daniel Sanchez

(SEAL)

PROPOSAL/BID FORM

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

The Base Bid Amount includes all work on the following roadway sections:

- Coral Sea Road

BASE BID AMOUNT \$ 139,659.34

BASE BID AMOUNT (IN WORDS) One Hundred Thirty Nine Thousand Six Hundred Fifty Nine and Thirty Four Cents.

The Additive Bid Amount includes all work on the remaining roadway sections not included as part of the Base Bid Amount:

- Cutler Ridge Drive
- Bahia Drive

ADDITIVE BID AMOUNT \$ 276,820.50

ADDITIVE BID AMOUNT (IN WORDS) Two Hundred Seventy Six Thousand Eight Hundred Twenty and Fifty Cents.

If the Additive Bid is not awarded as part of the initial contract, the Contractor is required to maintain the validity of the Additive Bid unit prices for a period of four (4) months from the Notice to Proceed date.

TOTAL BASE BID PLUS ADDITIVE BID AMOUNT \$ 416,479.84

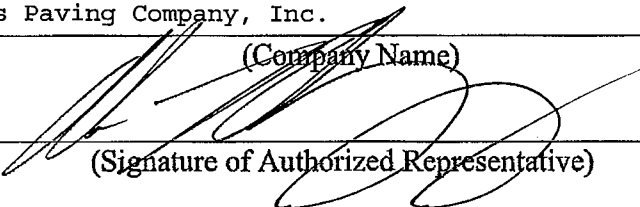
TOTAL BASE BID PLUS ADDITIVE BID AMOUNT (IN WORDS) Four Hundred Sixteen Thousand Four Hundred Seventy Nine and Eighty Four Cents.

The following two (2) exhibits are general illustrations of the proposed Base Bid and Additive Bid roadway sections for reference.

Taxpayer Identification Number: 59-0895890

BIDDER: Williams Paving Company, Inc.

(Company Name)



(Signature of Authorized Representative)

Alan Rodriguez, Vice President

(Printed Name and Title)

11300 NW South River Drive, Medley, FL 33178

(Company Address)

305-882-1950

(Company Phone Number)

[THIS SPACE LEFT BLANK INTENTIONALLY]

BASE BID FORM

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

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
101-1	Mobilization	1	EA	2700.00	2700.00
102-1	Maintenance of Traffic	1	EA	2000.00	2000.00
104-10	Baled Hay or Straw or Filter Fabric Inlet Protection - Per Inlet	7	EA	5.00	35.00
110-1	Clearing and Grubbing	1	LS	5000.00	5000.00
331-2	Type S-3 Asphaltic Concrete (Overbuild areas indicated in plans)	620	SY	5.50	3410.00
331-72	Type S-3 Asphaltic Concrete Surface Course	2600	SY	4.62	12012.00
425-1	Inlets (Ditch Bottom - Type C)	4	EA	1500.00	6000.00
425-2	Manholes (Type P-7)	5	EA	1600.00	8000.00
425-4	Core Drilling Existing Inlets	3	EA	350.00	1050.00
425-6	Adjusting Valve Boxes/ Manholes	6	EA	200.00	1200.00
430-99	Polyethylene Pipe (15" Pipe)	190	LF	30.00	5700.00
443-70	French Drain (15" Pipe)	365	LF	75.00	27375.00
520-1	Concrete Curb & Gutter (Type F)	250	LF	15.00	3750.00
522-1	Concrete Sidewalk (4" Thickness)	500	SY	33.00	16500.00
522-2	Concrete Sidewalk (6" Thickness)	150	SY	40.00	6000.00
524-1	Concrete Aprons	20	SY	40.00	800.00
575-1	Replace Existing Asphalt & Base w/ Topsoil and Sod	550	SY	8.00	4400.00
711-1	Signing and Pavement Markings (Cutler Ridge Drive, Coral Sea Road & Bahia Drive)	1	LS	10227.34	10227.34
737-71	Advanced utility Exploration (soft Digs)	4	EA	250.00	1000.00
SR-1	Swale Restoration	1	LS	2500.00	2500.00
A-1	Allowances	1	LS	\$20,000	\$20,000

Addendum #1

ITB 09-07

Page 21 of 83

BASE BID AMOUNT

\$ 139,659.34

BASE BID AMOUNT (IN WORDS) One Hundred Thirty Nine Thousand Six Hundred
Fifty Nine Dollars and Thirty Four Cents

Bid Item Notes:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project.
3. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing asphalt/concrete pavement and soil/planting as required for the project.
4. Bid Item 331-72 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99.
5. Bid Item 331-2 includes all costs associated with asphalt overbuild areas as shown n the plans or identified in the field. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99.
6. Bid Items 443-70 and 430-99 includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, and asphalt restoration per the plans and details.
7. Bid Item 524-1 includes all costs associated with installing concrete aprons at new and existing catch basins. This bid item shall also include costs associated with retaining walls if required by adjacent grades.
8. Bid Items 425-1, 425-2 and 425-4 includes all costs associated with installing inlets and manholes, modifying/core drilling/removing existing inlets, and all drainage pipe connections per the plans.
9. Bid Item 737-71 includes all necessary advanced explorations to verify and determine existing pipe invert elevations, material, and locations where conflicts with the proposed drainage system may occur (soft digs). Work shall also include verification and determination of interior dimensions and elevations (including pipe inverts) of any existing affected drainage structure. If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Engineer and provide all pertinent field information to assist the resolution of the conflict. This work is to be carried out in advance of construction.
10. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons (concrete pavers), mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

[THIS SPACE LEFT BLANK INTENTIONALLY]

Addendum #1

ITB 09-07

Page 22 of 83

The following Additive Bid Form is presented to assist the Town in evaluating the Bid. This Additive Bid Form reflects estimated quantities for additional work on roadway sections not included in the Base Bid as described above. After award, the Town reserves the right to modify estimated quantities subject to the unit price, and eliminate some or all line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Value</u>
101-1	Mobilization	1	EA	5400.00	5400.00
102-1	Maintenance of Traffic	1	EA	4500.00	4500.00
104-10	Baled Hay or Straw or Filter Fabric Inlet Protection – Per Inlet	20	EA	5.00	100.00
110-1	Clearing and Grubbing	1	LS	5000.00	5000.00
331-72	Type S-3 Asphaltic Concrete Surface Course	6450	SY	4.19	27025.50
331-2	Type S-3 Asphalt Concrete- (Overbuild Areas indicated in plans)	880	SY	5.50	4840.00
425-1	Inlets (Ditch Bottom – Type C)	14	EA	1500.00	21000.00
425-2	Manholes (Type P-7)	13	EA	1600.00	20800.00
425-4	Core Drilling Existing Inlets	3	EA	350.00	1050.00
425-6	Adjusting Valve Boxes/Manholes	18	EA	200.00	3600.00
430-99	Polyethylene Pipe Culvert (15" Pipe) (Bahia Drive and Cutler Ridge Drive)	430	LF	30.00	12900.00
443-70	French Drain (15-inch pipe) (Bahia Drive and Cutler Ridge Drive)	1415	LF	75.00	106125.00
522-1	Concrete Sidewalk (4" Thickness)	400	SY	33.00	13200.00
524-1	Concrete Aprons	60	SY	40.00	2400.00
575-1	Replace Existing Asphalt & Base w/ Topsoil and Sod	360	SY	8.00	2880.00
737-7	Advanced Utility Exploration (soft Digs)	10	EA	200.00	2000.00
SR-1	Swale Restoration	1	LS	14000.00	14000.00
A-1	Allowances	1	LS	\$30,000	\$30,000

ADDITIVE BID AMOUNT

\$ 276,820.50

ADDITIVE BID AMOUNT (IN WORDS)

Two Hundred Seventy Six Thousand Eight Hundred Twenty Dollars and Fifty Cents.

If the Additive Bid is not awarded as part of the initial contract, the Contractor is required to maintain the validity of the Additive Bid unit prices for a period of four (4) months from the Notice to Proceed date.

TOTAL BASE BID PLUS ADDITIVE BID AMOUNT \$ 416,479.84

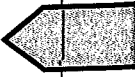
TOTAL BASE BID PLUS ADDITIVE BID AMOUNT (IN WORDS) Four Hundred Sixteen
Thousand Four Hundred Seventy Nine Dollars and Eight Four Cents.

Bid Item Notes:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project.
3. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing asphalt/concrete pavement and soil/planting as required for the project.
4. Bid Item 331-72 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99.
5. Bid Item 331-2 includes all costs associated with asphalt overbuild areas identified in the field. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 443-70 and 430-99.
6. Bid Items 443-70 and 430-99 includes all costs associated with the trench excavation, protection of trench, management of excavated material, trench backfill and compaction, testing, and asphalt restoration per the plans and details.
7. Bid Item 524-1 includes all costs associated with installing concrete aprons at new and existing catch basins. This bid item shall also include costs associated with retaining walls if required by adjacent grades.
8. Bid Items 425-1, 425-2 and 425-4 includes all costs associated with installing inlets and manholes, modifying/core drilling existing inlets, and all drainage pipe connections per the plans.
9. Bid Item 737-71 includes all necessary advanced explorations to verify and determine existing pipe invert elevations, material, and locations where conflicts with the proposed drainage system may occur (soft digs). Work shall also include verification and determination of interior dimensions and elevations (including pipe inverts) of any existing affected drainage structure. If a conflict is determined or a discrepancy with the plans is found, the Contractor is to notify the Engineer and provide all pertinent field information to assist the resolution of the conflict. This work is to be carried out in advance of construction.
10. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the contractor at no additional cost to the Town. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.



<u>TRENCH SAFETY MEASURE (DESCRIPTION)</u>	<u>UNITS OF MEASURE (LF, SY)</u>	<u>UNIT (QUANTITY)</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
A. <u>Trench Box</u>	<u>LF</u>	<u>2400</u>	<u>\$2.00</u>	<u>\$4800.00</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive.

[THIS SPACE LEFT BLANK INTENTIONALLY]

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Williams Paving Co., Inc.
11300 Northwest South River Drive FL

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company
1051 Winderley Place Maitland FL 32751

a corporation duly organized under the laws of the State of MA
as Surety, hereinafter called the Surety, are held and firmly bound unto The Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105 Cutler Bay FL 33189

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

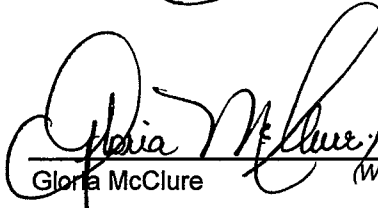
WHEREAS, the Principal has submitted a bid for Cutler Ridge Elementary Roadway Drainage Improvements; ITB No.
09-07

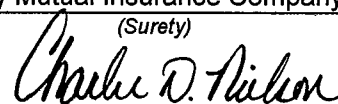
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this 7th day of April, 2009


(Witness)

Williams Paving Co., Inc.
(Principal) (Seal)
By: 
(Title)


Gloria McClure (Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)
By: 
Attorney-in-Fact Charles D. Nielson (Title)

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

2456137

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **MARY C. ACEVES, CHARLES J. NIELSON, WARREN ALTER, KRISTI MESSEL, LAURA CLYMER, CHARLES D. NIELSON, NICOLE M. WILLIAMS, DAVID R. HOOVER, ALL OF THE CITY OF MIAMI LAKES, STATE OF FLORIDA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 2nd day of December, 2008

LIBERTY MUTUAL INSURANCE COMPANY

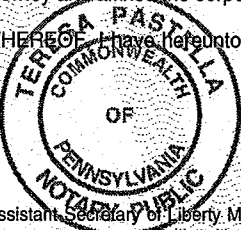


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 2nd day of December, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

Teresa Pastella
Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 7th day of April, 2009



David M. Carey
David M. Carey, Assistant Secretary

currency rate, interest rate or residual value guarantees.

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

TOWN OF CUTLER BAY

SECTION 6

CONE OF SILENCE

- I. Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction. The "Cone of Silence" prohibits the following activities:
- A. Any communication regarding this RFP, RFQ or Bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Town's professional staff, including, but not limited to, the Town Manager and his or her staff;
 - B. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the Town's professional staff, including but not limited to, the Town Manager and his or her staff;
 - C. Any communication regarding this RFP, RFQ or Bid between potential vendor, service provider, bidder, lobbyist or consultant and any member of a selection committee;
 - D. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the selection committee therefore;
 - E. Any communication regarding a particular RFP, RFQ or bid between any member of the Town's professional staff and any member of the selection committee; and
 - F. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Mayor or Town Council.
- II. These prohibitions do not apply to communications with the Town Attorney and his or her staff.
- III. The "Cone of Silence" is imposed upon this RFP, RFQ or Bid after advertisement of said RFP, RFQ or Bid. The "Cone of Silence" shall terminate at the time that the Town Manager makes his or her recommendation to the Town Council, unless the Council refers the Manager's recommendation back to the Manager or staff for further review.
- IV. The "Cone of Silence" shall NOT apply to:
- A. Oral communications at pre-bid conferences;
 - B. Oral presentations before publicly noticed selection committee meetings;
 - C. Contract negotiations during any duly noticed public meeting;
 - D. 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;
 - E. Emergency procurement of goods or services;
 - F. Communications regarding a particular RFP, RFQ or bid between any person and the Town's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; or

- G. Communications regarding a particular RFP, RFQ or bid between the Town's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid and a member of the selection committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
 - H. Communications in writing at any time with any Town employee, official or member of the Town Council unless specifically prohibited by the RFP, RFQ or Bid.
 - I. Communications between the Town Manager and the Chairperson of the selection committee about a particular selection committee recommendation, only after the selection committee has submitted an award recommendation to the Town Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Town Manager with the Town Clerk and be included in any recommendation memorandum submitted by the Town Manager to the Town Council.
- V. Any questions, explanations or other requests desired by a bidder regarding this RFP, RFQ or Bid must be requested in writing to the Town Clerk: Erika Gonzalez-Santamaria, CMC, Town Clerk, 10720 Caribbean Boulevard, Suite 105, Cutler Bay, Florida, 33189 or via facsimile at 305-234-4251 or e-mail at esantamaria@cutlerbay-fl.gov. Bidders must file copies of all written communications with the Town Clerk.
- VI. Please contact the Town Attorney with any questions concerning the "Cone of Silence" compliance.
- VII. Upon imposition of the Cone of Silence for a particular RFP, RFQ or Bid, the Town Manager shall:
- A. issue a written notice to affected Town departments;
 - B. file a copy of the Notice required by subsection (1) with the Town Clerk with a copy to the Mayor and Town Council; and
 - C. include in the public solicitation for goods and services a statement disclosing the requirements of the Cone of Silence as follows:

Pursuant to subsection (f) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase. The "Cone of Silence" prohibits communications concerning RFP's , RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the Request for Proposal, or Request for Qualifications.

Campaign Finance Restrictions on Vendors: Ordinance 06-11; Town Code Chapter 8A. Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General requirements:

(A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, 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.

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.

TOWN OF CUTLER BAY

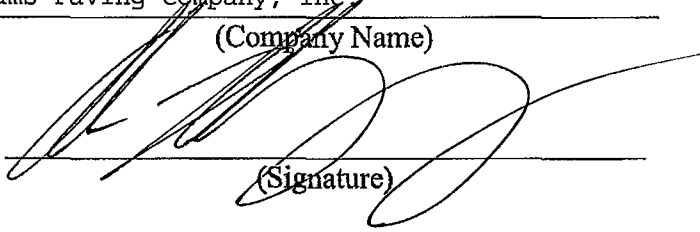
SECTION 7

ADDENDUM ACKNOWLEDGEMENT FORM

Addendum # Date Received

Addendum #	Date Received
1	4/2/09.

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


(Signature)

Alan Rodriguez, Vice President
(Printed Name & Title)

END OF SECTION

ADDENDUM NO. 1
TO CONTRACT DOCUMENTS

April 2, 2009

PROJECT TITLE: Town of Cutler Bay
Cutler Ridge Elementary Area
Roadway and Drainage Improvements
KHA Project No. 043145005

This addendum forms a part of the Contract Documents and modifies the original Contract Documents as noted. Acknowledge receipt of this Addendum in Section 7 of the Invitation to Bid. Failure to do so may subject the bidder to disqualification.

Each plan holder must return the attached Addendum Acknowledgment form to the Owner upon receipt. The Acknowledgment Form shall be faxed to (305) 234-4251.

CONTRACT DOCUMENTS

- **ADVERTISEMENT FOR BIDS** - The bid opening does not change. Sealed Bids must be received by the Town of Cutler Bay at 10720 Caribbean Boulevard, Suite 105, Cutler Bay, FL, up to **2:00 PM on April 7, 2009**. Bids received after this time will not be accepted.
- **BID FORM** – Quantity changes have been made to the Base Bid Form and the Additive Bid Form. Amend Base Bid Form by replacing pages 21 and 22 with the attached Addendum #1 pages 21 and 22.
- **PRE-BID MEETING MINUTES** – Pre-bid meeting minutes are attached for reference.

END OF ADDENDUM NO. 1

043145005
Addendum No. 1

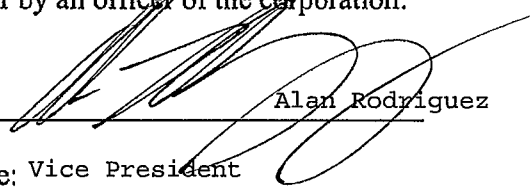
TOWN OF CUTLER BAY

SECTION 8

ANTI-KICKBACK AFFIDAVIT

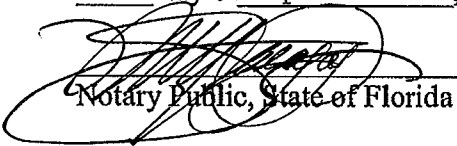
STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and Williams Paving Company, Inc. or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:  Alan Rodriguez
Title: Vice President

Sworn and subscribed before this

7th day of April, 2009


Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
 **Melissa Salazar**
Commission # DD432348
Expires: MAY 22, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Melissa Salazar

(Printed Name)

My commission expires: 5/22/09

END OF SECTION

TOWN OF CUTLER BAY

SECTION 9

NON-COLLUSIVE AFFIDAVIT

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

Alan Rodriguez being first duly sworn, deposes and says that:

- a) He/she is the Vice President Williams Paving Company, Inc., the Bidder that has submitted the attached Proposal;
b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
c) Such Proposal is genuine and is not collusive or a sham Proposal;
d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Signed, sealed and delivered in the presence of:
Carmen Marrero
Witness
Daniel Sanchez
Witness

By: [Signature]
Alan Rodriguez
(Printed Name)
Vice President
(Title)

TOWN OF CUTLER BAY

SECTION 9

NON-COLLUSIVE AFFIDAVIT (CONTINUED)


ACKNOWLEDGMENT

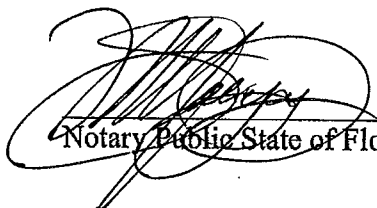
State of Florida)
) SS:
County of Miami-Dade)

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

WITNESS, my hand and official seal this 7th day of April, 2009.

My Commission Expires: 5/22/09

NOTARY PUBLIC-STATE OF FLORIDA
 **Melissa Salazar**
Commission # DD432348
Expires: MAY 22, 2009
Bonded Thru Atlantic Bonding Co., Inc.



Notary Public State of Florida at Large

TOWN OF CUTLER BAY

SECTION 10

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

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

1. This sworn statement is submitted to the Town of Cutler Bay

by Alan Rodriguez, Vice President

[print individual's name and title]

for Williams Paving Company, Inc.

[print name of entity submitting sworn statement]

whose business address is

11300 NW South River Drive

Medley, FL 33178

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

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of 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.]**

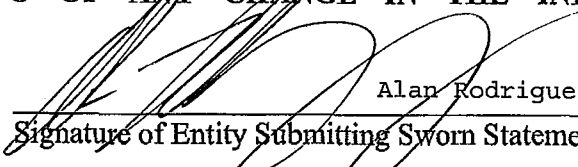
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to 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.


Alan Rodriguez
Signature of Entity Submitting Sworn Statement

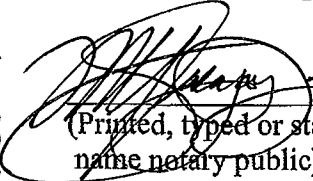
Sworn to and subscribed before me this 7th day of April, 2009.

Personally known X

OR produced identification _____ Notary Public – State of Florida

My commission expires 5/22/09
(type of identification)

NOTARY PUBLIC-STATE OF FLORIDA
 **Melissa Salazar**
Commission # DD432348
Expires: MAY 22, 2009
Bonded Thru Atlantic Bonding Co., Inc.


Melissa Salazar
(Printed, typed or stamped Commissioned name notary public)

END OF SECTION

TOWN OF CUTLER BAY

SECTION 11

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

Please see attached.

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

11300 NW South River Drive, Medley, FL 33178

3. Company telephone number:

305-882-1950

4. Number of employees:

89

5. Number of employees assigned to this project:

20.

6. Company Identification numbers for the Internal Revenue Service:

Federal ID #59-0895890

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

Please see attached.

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

57 Years.

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

Please see attached.

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

No.

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

11.1. Please see attached.

(name) (address) (phone #)

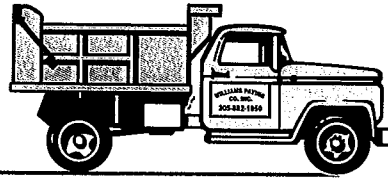
11.2.

(name) (address) (phone #)

11.3.

(name) (address) (phone #)

WILLIAMS



OFFICE: 11300 N.W. SOUTH RIVER DRIVE, MEDLEY, FL 33178

Williams Paving Co., Inc.

TELEPHONE: 305-882-1950
FAX: 305-882-1966

Company History

Williams Paving Company, Inc. has been a family run business throughout its fifty-six year history. It was founded by Samuel Williams in 1952 as an engineering contracting company and incorporated in March of 1960 under its current name Williams Paving Company, Inc.

Jose Rodriguez, the owner of Williams Paving Company, Inc., was named Vice President in 1988, and then named President in 2000. The company is staffed with fine, experienced superintendents who average 15 to 20 years experience. Ninety-Five percent of all company equipment is company-owned free and clear. The company's history and reputation is well known for its on time production and excellence.

MIAMI-DADE
COUNTY

CTQB

Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E2313

Exp. Date: **09/30/2009**

RODRIGUEZ JOSE

WILLIAMS PAVING CO INC

D.B.A.:

VALID FOR CONTRACTING

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

QUALIFYING TRADE(S)

0007 PAVING ENGINEERING
0007 PAVING ENGINEERING
0009 EXCAV & GRADING ENG

Hermilio F. Gonzalez P.E.
Secretary of the Board



www.miamidade.gov/buildingcode

VALID FOR CONTRACTING

Miami-Dade County Building Code Compliance Office
retains all property rights to this card, if found please mail this card to:
BCCO 140 W Flagler St Suite 1603, Miami, FL 33130 ...

MIAMI-DADE COUNTY 2008 LOCAL BUSINESS TAX RECEIPT 2009
TAX COLLECTOR MIAMI-DADE COUNTY - STATE OF FLORIDA
120 W FLAGLER ST EXPIRES SEPT 30, 2009
11TH FLOOR MUST BE DISPLAYED AT PLACE OF BUSINESS
MIAMI FL 33130 PURSUANT TO COUNTY CODE CHAPTER BA - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 23

THIS IS NOT A BILL-DO NOT PAY

026791-4

RENEWAL

026791-4

BUSINESS NAME / LOCATION
WILLIAMS PAVING CO INC
11300 NW S RIVER DR
33178 MEDLEY

RECEIPT NO
CC # E2313

OWNER
WILLIAMS PAVING CO INC

WORKER/S
81

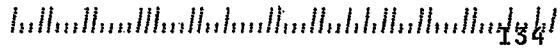
Sec. Type of Business
196 SPECIALTY ENGINEERING CONTRACT

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

DO NOT FORWARD
WILLIAMS PAVING CO INC
JOSE RODRIGUEZ PRES
11300 NW S RIVER DR
MEDLEY FL 33178

RECEIVED
AUG 07 2008
BY:

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:
07/29/2008
60000000530
000258.00



SEE OTHER SIDE

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14th FLOOR
MIAMI, FL 33130

2007

MUNICIPAL CONTRACTOR'S
TAX RECEIPT
MIAMI-DADE COUNTY - STATE OF FLORIDA
PURSUANT TO DADE COUNTY CODE SEC. 10-24
EXPIRES SEPT. 30, 2008

2008

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

LICENSE NO. 30-0267914 CC NO: E2313

BUSINESS NAME / LOCATION THIS IS NOT A BILL-DO NOT PAY IS HEREBY LICENSED TO DO
WILLIAMS PAVING CO INC BUSINESS AS A CONTRACTOR
11300 NW S RIVER DR AS SPECIFIED HEREON.
OWNER :WILLIAMS PAVING CO INC

SEE BACK OF RECEIPT FOR
A LIST OF NON-PARTICIPATING
MUNICIPALITIES

SPECIALTY ENGINEERING CONTRACT

Receipt holder must
register in the city
where work is to be
done.

DO NOT FORWARD

WILLIAMS PAVING CO INC
JOSE RODRIGUEZ PRES
11300 NW S RIVER DR
MEDLEY FL 33178

PAYMENT RECEIVED
MIAMI-DADE CNTY TAX
COLLECTOR:
07/11/2007
60130000587
000250.00



MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14th FLOOR
MIAMI, FL 33130

2007

LOCAL BUSINESS TAX RECEIPT 2008
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2008
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

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

026791-4
BUSINESS NAME / LOCATION
WILLIAMS PAVING CO INC
11300 NW S RIVER DR
33178 MEDLEY

THIS IS NOT A BILL-DO NOT PAY

RENEWAL
LICENSE NO. 026791-4
CC # E2313

OWNER
WILLIAMS PAVING CO INC
Sec. Type of Business
196 SPECIALTY ENGINEERING CONTRACT

WORKER/S
81

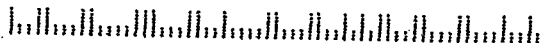
THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING OR REGULATORY
OR ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TION.

DO NOT FORWARD

WILLIAMS PAVING CO INC
JOSE RODRIGUEZ PRES
11300 NW S RIVER DR
MEDLEY FL 33178

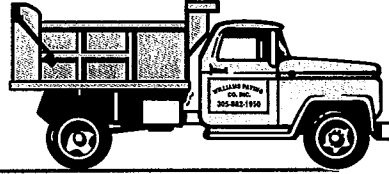
PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

09/11/2007
60000000147
000258.00



SEE OTHER SIDE

WILLIAMS



OFFICE: 11300 N.W. SOUTH RIVER DRIVE, MEDLEY, FL 33178

Paving Co., Inc.

TELEPHONE: 305-882-1950
FAX: 305-882-1966

References

City of Hialeah

P.O. Box 110040

Hialeah, FL 33010

Contact Person: Jorge Hernandez, Superintendent of Streets

Phone Number: 305-687-2668

City of North Miami Beach

17050 N.E. 19th Avenue

North Miami Beach, FL 33162

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

Phone number: 305-948-2925

Miami-Dade County

111 NW 1st Street # 1430

Miami, FL 33128

Contact Person: Alvaro Castro

Phone Number: 305-375-2796

City of Lauderdale

3800 Inverrary Blvd, Suite 107

Lauderhill, FL 33319

Contact Person: Indar Maharaj, Capital Projects Manager

Phone: 954-730-4225

City of Aventura

19200 W. Country Club Drive

Aventura, FL 33180

Contact Person: Antonio F. Tomei, Capital Projects Manager

Phone: 305-466-8923

Town of Davie

6591 Orange Drive

Davie, FL 33314-3399

Contact Person: Emilio Desimone / Keith Pursell, Capital Projects

Phone: 954-797-1841

City of North Miami

776 NE 125th Street

North Miami, FL 33161

Contact Person: Donald Cramarossa

Phone: 305-895-9877

Bank Reference: Mellon United National Bank

Contact Person: Debra Hine

Phone Number: 305-592-3392

Bonding Company: Nielson & Associates

5979 N.W. 151st Street

Suite 105

Miami Lakes, FL 33014

Contact Person: Gloria McClure

Phone Number: 305-822-7800

Surety Agent: Charles D. Nielson

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2009

PRODUCER (813) 281-2095
 Willis of Florida
 3000 Bayport Drive
 Suite 300
 Tampa FL 33607-

INSURED
 Williams Paving Co., Inc.
 11300 NW South River Drive
 Medley FL 33178-

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Intl So Ins Co.	
INSURER B:	Illinois National Ins.Co.	
INSURER C:	American Guarantee & Liab	
INSURER D:		
INSURER E:		

COVERAGES

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

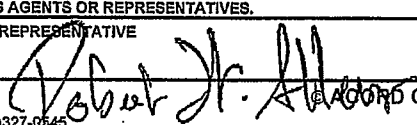
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL919558	03/25/2009	03/25/2010	EACH OCCURRENCE	\$ 1,000,000
				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
				/ /	/ /	MED EXP (Any one person)	\$ 5,000
				/ /	/ /	PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>		/ /	/ /	GENERAL AGGREGATE	\$ 2,000,000
				/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA8263253	03/25/2009	03/25/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				/ /	/ /	BODILY INJURY (Per person)	\$
				/ /	/ /	BODILY INJURY (Per accident)	\$
				/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
				/ /	/ /	OTHER THAN EA ACC	\$
				/ /	/ /	AUTO ONLY: AGG	\$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	AUC591930203	03/25/2009	03/25/1020	EACH OCCURRENCE	\$ 5,000,000
				/ /	/ /	AGGREGATE	\$ 5,000,000
				/ /	/ /		\$
				/ /	/ /		\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC7186165	03/25/2009	03/25/2010	<input checked="" type="checkbox"/> WG STATUTORY LIMITS <input type="checkbox"/> OTHER	
				/ /	/ /	E.L. EACH ACCIDENT	\$ 500,000
				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
				/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$ 500,000
		OTHER		/ /	/ /		
				/ /	/ /		
				/ /	/ /		

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

CERTIFICATE HOLDER

() - () -
 PROOF OF INSURANCE
 C/O WILLIAMS PAVING CO. INC.
 11300 NW SO RIVER DR
 MEDLEY FL 33178-

CANCELLATION

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


IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

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

Please see attached.

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

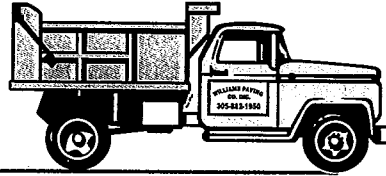
Alan Rodriguez has personally inspected the proposed project and has a complete plan for its performance.

14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

H&J ASPHALT

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

WILLIAMS



OFFICE: 11300 N.W. SOUTH RIVER DRIVE, MEDLEY, FL 33178

Paving Co., Inc.

TELEPHONE: 305-882-1950
FAX: 305-882-1966

PROJECTS IN PROGRESS

Project	Owner	Contract Amount	% Completed	Completion Date
Sunny Isles Blvd	City of Sunny Isles	3.5 Million	74%	May-09
NE 15th Avenue	Miami Dade County	7.8 Million	66%	Jun-09
Force Main Annex	City of Hialeah	4.4 Million	27%	Aug-09
Hanford Blvd	North Miami Beach	212 Thousand	90%	Apr-09
NW 82nd Avenue Improvements	City of Doral	721 Thousand	75%	May-09
SW 4th Street	Florida Department of Transportation	187 Thousand	0%	Aug-09
Canal 12 Structure & Culvert Project	South Broward Drainage District	322 Thousand	0%	Jun-09

SERVING SOUTH FLORIDA SINCE 1952

15. What equipment do you own that is available for the work?
Please see attached.
16. What equipment will you purchase for the proposed work?
None.
17. What equipment will you rent for the proposed work?
None.
18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.
Elliot Eichel, Project Manager.
Please see attached.
19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
Williams Paving Company, Inc.
11300 NW South River Drive, Medley, FL 33178
Jose Rodriguez, President Ron Smith, Secretary & Treasurer
- 19.1 The correct name of the Bidder is:
Williams Paving Company, Inc.
- 19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
Corporation
- 19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: None.

DATE: 07/15/08
 TIME: 09:40:01

WILLIAMS PAVING CO., INC.
 SUMMARY EQUIPMENT FILE LISTING

PAGE: 1

EQUIPMENT CODE: ALL
 EQUIPMENT TYPE: ALL
 YARD CODE: ALL

DIVISION: ALL
 LOCATION: ALL
 STATUS: AC

OWN/LEASE/RENT STATUS: ALL

EQUIPMENT CODE	TYPE	DESCRIPTION	YR	MAKE	MODEL	LICENSE #	PURCHASE DATE	PURCHASE COST	STATUS
OMISC	MS	MISC EQUIP/ VEHICLE							AC
AC100	AC	AIR COMPRESSOR	86	INGERSOLL RAND	COMPRESSOR	V55ENE			AC
AC200	AC	AIR COMPRESSOR	98	INGERSOLL-RAND	P185WJD				AC
AH100	AH	AIR HAMMER		THON	23553A	NA			AC
AH200	AH	AIR HAMMER		MPB30	SULLAIR				AC
AU050	AU	JENNY	05	AUDI	A4	Q411US	03/21/05	34,736.70	AC
BH100	BH	BACKHOE LOADER COMBO	03	CAT	416D	BFP08613	09/19/03	58,855.28	AC
BH200	BH	BACKHOE LOADER COMBO	04	CAT	416D	BFP09872	06/17/04	63,492.48	AC
BH400	BH	BACKHOE LOADER	07	KOMATSU	WB146-5		01/30/08	61,281.80	AC
CM100	CM	CURB MACHINE	00	AUGER	MILMC65013HE6H	NA	01/10/00	7,850.00	AC
CM200	CM	CURB MACHINE	01	POWER CURBER	5700B		12/16/05	91,210.00	AC
CP100	EA	COLD PLANER		EDGAR	CP24UC	NA	02/24/04	10,500.00	AC
CS100	CS	CHAIN SAW		STIHL	MS310	NA			AC
CS200	CS	CHAIN SAW		ECHO	CS4400	NA			AC
DT340	DT	JUAN MALDONADO	98	MACK	RD690S	N9983E	12/03/04	48,000.00	AC
DT350	DT	ESVERTO PEREZ	98	MACK	RD690S	N9984E	12/03/04	48,000.00	AC
DT360	DT	BURNICE WILLIAMS	97	MACK	RD690S	N6534G	07/07/04	51,262.50	AC
DT370	DT	JORGE FERRO	97	MACK	RD690S	N8682F	07/07/04	51,262.50	AC
DT380	DT	+	00	MACK	RD688S	N9982E	12/03/04	70,500.00	AC
DT390	DT	HUGO RODRIGUEZ	97	MACK	RD690S	N5034F	07/07/04	51,262.50	AC
DT400	DT	PEDRO JORDAN	93	MACK	DM690S	N7272J	11/17/92	77,776.00	AC
DT410	DT	OSCAR BERMUDEZ	93	MACK	DM690S	N0888J	11/17/92	77,776.00	AC
DT420	DT	REMBERTO ARZOLA	93	MACK	DM690S	N1099H	11/24/92	77,788.00	AC
DT440	DT	LAZARO PRIETO	93	MACK	DM690S	N2020H	02/10/93	85,049.00	AC
DZ100	DZ	DOZER	86	CATERPILLAR	D-3B	023Y02029	05/22/86	43,050.00	AC
DZ200	DZ	DOZER	94	CATERPILLAR	D-4H	8PB06020	04/08/99	69,500.00	AC
DZ300	DZ	DOZER	86	CATERPILLAR	D-6D	4X09963	05/22/86	85,050.00	AC
DZ400	DZ	DOZER	88	CATERPILLAR	D-6H	4RC01887	12/03/92	84,769.00	AC
DZ500	DZ	DOZER	98	KOMATSU	D65EX-12	62138	11/30/98	118,500.00	AC
DZ600	DZ	DOZER	90	CATERPILLAR	D-6D	75W03134	10/28/94	73,165.00	AC
EX400	EX	HYDRAULIC EXCAVATOR	98	CAT	345BL	4SS00930	08/26/98	361,125.00	AC
EX500	EX	HYDRAULIC EXCAVATOR	99	CAT	345BL	4SS01486	10/03/01	222,625.00	AC
EX600	EX	HYDRAULIC EXCAVATOR	00	KOMATSU	PC300LC-6	A84211	03/29/02	147,000.00	AC
EX700	EX	HYDRAULIC EXCAVATOR	01	KOMATSU	PC300LC-6	A84721	09/22/03	161,700.00	AC
FB200	FB	PEDRO TRJOS	85	INTERNATIONAL	1654 FLATBED	X23DRE	02/05/85	19,350.00	AC
FB210	FB	NELSON PINEDA	85	INTERNATIONAL	1654 FLATBED	X19DRE	02/05/85	19,350.00	AC
FB220	FB	YASSER HERNANDEZ	93	ISUZU	NPR	A576ST	03/02/05	4,750.00	AC
FB230	FB	LUIS PANIAGUA	99	ISUZU	NPR		02/16/06	14,616.00	AC
FB240	FB	LAZARO MONTEJO JR	00	ISUZU	NPR 14500	Q-050003	07/28/06	17,659.00	AC
FB260	FB	YENIL GONZALEZ	97	GMC	W-4500	Q51 4WU	04/25/02	16,000.26	AC
FB310	FB	JUAN IZQUIERDO	97	ISUZU	NPR FLATBED	Q833QL	11/15/99	20,149.82	AC
FB330	FB	SPARE	80	FORD	F 700	X21DRE	01/12/81	22,980.00	AC
FB470	FB	ZOLIO PACHECO	94	ISUZU	NPR	Q830QL	07/25/94	22,030.00	AC
FL200	FL	FORKLIFT	73	HYSTER	H80C	NA	10/19/00	6,922.00	AC
FT100	FT	EROL BROWN	98	MACK	CH613	V14YBH	07/05/05	27,851.00	AC

DATE: 07/15/08
 TIME: 09:40:01

WILLIAMS PAVING CO., INC.
 SUMMARY EQUIPMENT FILE LISTING

PAGE: 2

EQUIPMENT CODE: ALL
 EQUIPMENT TYPE: ALL
 YARD CODE: ALL

DIVISION: ALL
 LOCATION: ALL
 STATUS: AC

OWN/LEASE/RENT STATUS: ALL

EQUIPMENT							PURCHASE		PURCHASE	
CODE	TYPE	DESCRIPTION	YR	MAKE	MODEL	LICENSE #	DATE	COST	STATUS	
FT200	FT	JOSE GONZALEZ	96	INTERNATIONAL	4700	TOOWDE	03/25/96	40,386.76	AC	
GR010	GR	MOTOR GRADER	85	KOMATSU	GD605A-2	NA	02/20/85	132,950.00	AC	
GR020	GR	MOTOR GRADER	98	CAT	12H		10/19/04	104,808.96	AC	
GR030	GR	HUBER GRADER	71	HUBER	M-650	CM-3854	09/20/71	10,342.80	AC	
GR060	GR	LEE BOY GRADER	99	LEE-BOY	685	NA	04/30/99	77,460.00	AC	
GR070	GR	HUBER GRADER	70	HUBER	M-650	NA	03/05/70	9,300.00	AC	
GR080	GR	ATHEYBLADE	74	ATHEY	AB6902H	NA	01/10/74	12,879.36	AC	
GR090	GR	MOTOR GRADER	77	CATERPILLAR	12G	NA	04/27/77	71,224.70	AC	
GR100	GR	MOTOR GRADER	80	CATERPILLAR	12G	NA	01/10/83	73,500.00	AC	
LB300	LB	JORGE RODRIGUEZ	91	MACK	CH613	Q831QL	07/13/99	18,575.00	AC	
LB490	LB	JORGE RODRIGUEZ	93	MACK	CH613	Q832QL	07/15/99	39,775.00	AC	
LD010	LD	WHEEL LOADER	93	CATERPILLAR	IT28F	3CL00254	10/21/96	65,000.00	AC	
LD050	LD	WHEEL LOADER	95	CATERPILLAR	950F	8TK01582	10/04/95	149,269.00	AC	
LD070	LD	WHEEL LOADER	83	CATERPILLAR	950B	031R01197	10/28/87	84,000.00	AC	
LD080	LD	WHEEL LOADER	87	KOMATSU	WA320-1	NA	09/30/88	65,637.00	AC	
LD090	LD	WHEEL LOADER	89	CATERPILLAR	936E	33Z03370	02/14/89	94,600.00	AC	
LD100	LD	WHEEL LOADER	92	CATERPILLAR	936E	33Z04831	01/01/94	106,000.00	AC	
LD110	LD	WHEEL LOADER	98	KOMATSU	WA380-3L	A50337	11/30/98	130,590.00	AC	
LD120	LD	WHEEL LOADER	00	KOMATSU	WA320-3	A31091	04/11/00	130,590.00	AC	
LD130	LD	WHEEL LOADER	03	KOMATSU	WA320-3MC	A31933	09/19/03	109,460.52	AC	
LD140	LD	WHEEL LOADER	03	KOMATSU	WA320-3MC	A31932	09/19/03	109,460.52	AC	
LD150	LD	WHEEL LOADER	00	KOMATSU	WA250-3L	A71337	04/20/01	100,697.00	AC	
LD160	LD	WHEEL LOADER	04	KOMATSU	WA320-5	A32338	01/26/05	125,739.00	AC	
LD170	LD	WHEEL LOADER	05	KOMATSU	WA320-5	A32350	01/26/05	125,739.00	AC	
LD180	LD	WHEEL LOADER	06	CAT	938GII	RTB02318	08/27/07	145,253.52	AC	
MT100	ST	RAFAEL RODRIGUEZ	95	FORD	F350	Q834QL	01/04/95	26,741.00	AC	
MT300	ST	SHELDON SHOR	03	FORD	F-450	W18LQX	06/12/03	49,500.00	AC	
MT400	ST	JUAN JARAMILLO	94	FORD	F-450	X08ALQ	09/29/03	10,004.50	AC	
PC100	PC	PRESSURE CLEANER		ALLADIN	12-430	NA			AC	
PC200	PC	PRESSURE CLEANER		HONDA	GX160	NA		400.00	AC	
PT008	PT	SPARE	07	FORD	RANGER	W193MA	08/17/06	17,164.79	AC	
PT010	PT	ALEX FERNANDEZ	00	FORD	F150	WPC 11	11/26/99	24,719.00	AC	
PT016	PT	SUPER	07	FORD	RANGER	W192MA	08/17/06	17,169.03	AC	
PT018	PT	JOSE - GARDNER	95	FORD	F-150	67250585	03/15/06	500.00	AC	
PT020	PT	SPARE	93	GMC	SIERRA	WPC 3	07/18/00	10,000.00	AC	
PT030	PT	ARTURO VELAZQUEZ	89	GMC	2500	X10BVX	10/27/03	3,800.00	AC	
PT040	PT	AL LAUDERDALE	04	FORD	F-150 4 X 4	W36ZHA	10/28/03	42,848.20	AC	
PT05B	PT	WILLIAM CRUZ	99	FORD	F150	X02PMI	12/31/98	21,765.79	AC	
PT060	PT	JOSE YANES	95	FORD	F150	Q469QQ	09/18/95	17,503.25	AC	
PT070	PT	WC DILLARD	95	FORD	F150	Q470QQ	09/18/95	17,503.25	AC	
PT090	PT	DAVID RIVERS	87	FORD	F250	V56ENE	02/17/87	13,933.50	AC	
PT100	PT	SPARE	04	FORD	150	WPC 12	05/13/04	31,132.20	AC	
PT110	PT	ALDO ALVAREZ	88	FORD	F150	W97JNK	06/03/88	12,806.00	AC	
PT120	PT	ELOY GONZALEZ	05	FORD	F-250	Q701QT	01/20/05	29,038.80	AC	
PT130	PT	YASSER HERNANDEZ	88	FORD	F150	T75 OHN	06/03/88	12,568.90	AC	

DATE: 07/15/08
 TIME: 09:40:01

WILLIAMS PAVING CO., INC.
 SUMMARY EQUIPMENT FILE LISTING

PAGE: 3

EQUIPMENT CODE: ALL
 EQUIPMENT TYPE: ALL
 YARD CODE: ALL

DIVISION: ALL
 LOCATION: ALL
 STATUS: AC

OWN/LEASE/RENT STATUS: ALL

EQUIPMENT							PURCHASE	PURCHASE	
CODE	TYPE	DESCRIPTION	YR	MAKE	MODEL	LICENSE #	DATE	COST	STATUS
PT140	PT	IVAN LACAYO	05	FORD	F-250	Q702QT	01/20/05	28,993.44	AC
PT150	PT	OPERATIONS	85	CHEVROLET	PICKUP	W96JNK	05/21/96	5,000.00	AC
PT160	PT	LONNIE COLLINS	05	FORD	F-150 LARIAT	WPC10	01/20/05	32,767.00	AC
PT170	PT	PICKUP TRUCK	87	FORD	F250	U91MCT	02/09/87	13,933.50	AC
PT180	PT	LAZARO MONTEJO	00	FORD	F250	A575ST	03/02/05	6,000.00	AC
PT190	PT	CARLOS MONTEJO	04	FORD	RANGER	X31 ESP	08/19/05	9,795.00	AC
PT270	PT	CARLOS MARTINEZ	00	FORD	F150	X01PMI	11/26/99	20,856.00	AC
PT320	PT	RAIDEL DELCAMPO	88	CHEVROLET	C3500	T45KFB	04/20/00	500.00	AC
PT330	PT	PICKUP TRUCK	93	FORD	F-250		06/29/07	1,500.00	AC
PT500	PT	ORLANDO DOWN	00	FORD	F-150	Q466QQ	11/07/00	18,426.00	AC
PT510	PT	LAZARO RODRIGUEZ	00	FORD	F-150	Q465QQ	11/07/00	18,426.00	AC
PT520	PT	EDUARDO SANCHEZ	00	FORD	F-150	Q467QQ	11/07/00	18,426.00	AC
PT530	PT	CIRILO ZABALA	99	FORD	F-250	S780PF	11/09/00	18,716.70	AC
PT540	PT	FORD F-150	01	FORD	F-150	T41 ORI			AC
PT550	PT	LE-ROY ROBB	99	CHEVROLET	S10 PICKUP	WPC12	03/30/01	7,413.50	AC
PT560	PT	JOSE RODRIGUEZ	01	FORD	F150 LIGHTNING	WPC 4	06/30/01	37,207.00	AC
PT570	PT	RAFAEL HERNANDEZ	02	FORD	F-150		11/28/01	19,137.24	AC
PT580	PT	LUIS ZAPATA	02	FORD	F-150	V65AUP	12/10/01	19,189.20	AC
PT610	PT	CHARLIE BAXLEY	02	FORD	F150	V02AYP	04/18/02	24,695.04	AC
PT620	PT	PICK-UP TRUCK	08	FORD	F-150	W99JNK	11/30/07	23,825.20	AC
PT630	PT	REMBERTO	07	FORD	F-150 XLT	W05AAT	11/30/07	29,709.68	AC
QS010	QS	QUICK SAW		STIHL	TS400	NA			AC
QS020	QS	QUICK SAW		STIHL		NA			AC
QS030	QS	QUICK SAW		STIHL	TS400	NA			AC
QS040	QS	QUICK SAW		STIHL	TS400	NA			AC
QS050	QS	QUICK SAW		STIHL	TS400	NA			AC
QS060	QS	QUICK SAW		STIHL	TS400	NA			AC
QS070	QS	QUICK SAW		STIHL	TS400	NA			AC
QS080	QS	QUICK SAW		STIHL	TS400	NA			AC
QS090	QS	QUICK SAW		STIHL	TS400	NA			AC
QS100	QS	QUICK SAW		STIHL	TS400	NA			AC
QS110	QS	QUICK SAW		STIHL	TS400	NA			AC
QS120	QS	QUICK SAW		STIHL	TS400	NA			AC
RL010	RL	VIBRATORY ROLLER	06	BOMAG	BW100		07/10/06	35,361.36	AC
RL040	RL	3-WHEEL ROLLER		INGRAM		NA			AC
RL050	RL	VIBRATORY ROLLER	79	INGERSOLL-RAND	DA-30	5861-S	06/28/82	15,000.00	AC
RL070	RL	VIBRATORY ROLLER	94	DYNAPAC	CC142	60210378	04/13/94	38,715.00	AC
RL110	RL	ROLLOSTATIC	78	GALION	TANDEM	58815	10/26/78	15,266.00	AC
RL130	RL	3-WHEEL ROLLER	85	INGRAM	12T3W	NA	03/21/85	50,629.00	AC
RL160	RL	VIBRATORY ROLLER	64	DYNAPAC	CA25-D	1964-S-17	01/22/81	32,000.00	AC
RL170	RL	VIBRATORY ROLLER	84	DYNAPAC	CA15D	673B441	07/25/85	39,000.00	AC
RL180	RL	VIBRATORY ROLLER	88	DYNAPAC	CA25	686B035	11/30/89	48,230.00	AC
RL190	RL	VIBRATORY ROLLER	92	DYNAPAC	CA251D	58310750	12/28/92	66,026.00	AC
RL200	RL	VIBRATORY ROLLER		DYNAPAC	CA25D1	32K2348	03/15/95	38,340.00	AC
RL210	RL	3 WHEEL ROLLER		GALION	3-WHEEL	44075	06/30/99	5,000.00	AC

DATE: 07/15/08
 TIME: 09:40:01

WILLIAMS PAVING CO., INC.
 SUMMARY EQUIPMENT FILE LISTING

PAGE: 4

EQUIPMENT CODE: ALL
 EQUIPMENT TYPE: ALL
 YARD CODE: ALL

DIVISION: ALL
 LOCATION: ALL
 STATUS: AC

OWN/LEASE/RENT STATUS: ALL

EQUIPMENT CODE	TYPE	DESCRIPTION	YR	MAKE	MODEL	LICENSE #	PURCHASE		STATUS
							DATE	COST	
SS300	SS	SKID STEER	00	JOHN DEERE	240	241708	12/12/00	20,154.40	AC
SS400	SS	SKID STEER	03	JOHN DEERE	240SSL	920817	07/03/03	19,000.00	AC
SS500	SS	SKID STEER	04	JOHN DEERE	240	934768	02/12/04	22,840.00	AC
SS600	SS	SKID STEER	05	JOHN DEERE	317	103524	01/10/05	25,490.00	AC
SS700	SS	SKID STEER	07	JOHN DEERE	317 HI FLOW	135122	11/20/06	26,550.00	AC
SS800	SS	SKID STEER	07	JOHN DEERE	317 HI FLOW		09/18/07	26,300.00	AC
TE100	TE	TELESCOPIC EXCAVATOR	05	GRADALL	XL3300	XL337567	09/19/05	177,070.00	AC
TP010	WP	3' TRASH PUMP	08	HONDA GX 240	QP-3TH		05/21/08	1,335.75	AC
TR100	TR	TRAILER (LB300)	89	FONTAINE	FLT-7-35	X20DRE	04/17/89	23,541.00	AC
TR300	TR	TRAILER (LB470)	94	MOBILE	TRAILER	X03PMI	09/12/94	5,179.00	AC
TR400	TR	TRAILER (LB490)	00	FONTAINE	TRAILER	C5318B			AC
TR500	TR	TRAILER (Box)/Concrete	97	A-OK	TRAILER	B72FBV			AC
TR600	TR	TRAILER	02	CARRY ON	FLATBED	V50GGF	04/27/02	845.88	AC
UV040	UV	SPARE	02	FORD	EXPLORER XLT	WPC 5	06/30/01	25,679.85	AC
UV050	UV	KELLY DAY	01	FORD	SPORT TRAC	WPC 6	06/30/01	18,734.95	AC
UV060	UV	KELLY RODRIGUEZ	03	FORD	EXPLORER	W56ZGR	10/28/03	22,995.89	AC
UV070	UV	RAUL	04	FORD	ESCAPE	X44MIB	03/06/04	22,130.00	AC
UV080	UV	LONNIE COLLINS	04	FORD	EXPEDITION	X14RZH	05/12/04	38,226.16	AC
UV090	UV	DANNY S	05	FORD	ESCAPE	X16RZH	05/13/04	21,022.20	AC
UV100	UV	BETTY JEAN	06	MERCEDES-BENZ	ML500	186DKD	08/28/05	64,618.95	AC
UV110	UV	RON SMITH	05	FORD	EXPEDITION	R059MM	09/21/05	34,450.00	AC
UV120	UV	EXPEDITION - ALAN	07	FORD	EXPEDITION	W04AAT	06/17/07	37,691.88	AC
UV130	UV	JOSE MERCEDES GL550	08	MERCEDES-BENZ	GL550		12/06/07	78,994.00	AC
UV670	UV	SPARE	03	FORD	ESCAPE	W07AAT	01/07/02	23,946.84	AC
UV680	UV	JOE GARCIA	03	FORD	ESCAPE	W05AAT	01/07/02	21,708.00	AC
UV690	UV	ELLIOT EICHEL	03	FORD	EXPEDITION	W04AAT	01/07/02	37,126.80	AC
VC030	VC	VIBRATORY PLATE COMPACTOR		HONDA	GX160	NA			AC
VC040	VC	VIBRATORY PLATE COMPACTOR		HONDA	GX120	NA			AC
VC050	VC	VIBRATORY PLATE COMPACTOR		HONDA	GX120	NA			AC
VC060	VC	VIBRATORY PLATE COMPACTOR		HONDA	GX120	NA			AC
VC070	VC	VIBRATORY PLATE COMPACTOR		HONDA	GX160	NA			AC
VC090	VC	VIBRATORY PLATE COMPACTOR	06	WACKER	BPU3545A	UP0001791	07/07/06	7,045.80	AC
VC100	VC	BOMAG PLATE COMPACTOR	07	BOMAG	18/45-2		06/29/07		AC
VC110	VC	BOMAG PLATE COMPACTOR	07	BOMAG	18/45-2		06/29/07		AC
VC120	VC	VIBRATORY PLATE COMPACTOR	08	BOMAG, HONDA	GX160		02/21/08	3,400.00	AC
VC130	VC	VIBRATORY PLATE COMPACTOR	08	BOMAG, HONDA	DP 18/45.2		02/21/08	2,100.00	AC
VC140	VC	VIBRATORY PLATE COMPACTOR	08	BOMAG, HONDA					AC
WP100	WP	WATER PUMP - 3"		NORTH STAR	109170	NA			AC
WP300	WP	WATER PUMP 3"				NA			AC
WT100	WT	ESTEBAN BLANCO	84	INTERNATIONAL	1754	N9343D	05/23/84	30,469.00	AC
WT200	WT	JULIO PEREZ	84	INTERNATIONAL	1754	N9341D	05/31/03	30,468.64	AC
WT400	WT	JULIO LOPEZ	84	INTERNATIONAL	1754	N9342D	05/23/84	30,469.00	AC
WU100	WU	PLASMA CUTTER		THERMAL DYNAMIC	CUT MASTER 50		06/29/07	750.00	AC
RENTAL	EX	EQUIPMENT RENTED							AC
SUBCON	EX	SUBCONTRACTOR EQUIPMENT							AC

DATE: 07/15/08
TIME: 09:40:01

WILLIAMS PAVING CO., INC.
SUMMARY EQUIPMENT FILE LISTING

EQUIPMENT CODE: ALL
EQUIPMENT TYPE: ALL
YARD CODE: ALL

DIVISION: ALL
LOCATION: ALL
STATUS: AC

OWN/LEASE/RENT STATUS: ALL

EQUIPMENT					PURCHASE		PURCHASE		
CODE	TYPE	DESCRIPTION	YR	MAKE	MODEL	LICENSE #	DATE	COST	STATUS

WILLIAMS



OFFICE: 11300 N.W. SOUTH RIVER DRIVE, MEDLEY, FL 33178

Paving Co., Inc.

TELEPHONE: 305-882-1950
FAX: 305-882-1966

Elliot Eichel

Education July 2000 to December 2004 Florida International University
Miami, Florida

Bachelor of Science in Construction Management

Minor in Business Management

- Program of study comprised of construction related courses such as Estimating, Construction Surveying, Construction Sitework, Construction Safety, and Structural Design

Work experience 1999-2000 Williams Paving Co., Inc. Medley, Florida

Assistant Project Manager

- Project Scheduler
- Estimating

2000-Current Williams Paving Co., Inc. Medley, Florida

Project Manager

- Coordinate and supervise the construction process from start to finish, implementing my knowledge in budgeting, scheduling, and experience.

Accreditations and licenses ATSSA Intermediate Certified

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

None.

19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None.

19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

None.

19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

None.

NAME

RELATIONSHIPS

Williams Paving Company, Inc.

Signature of entity submitting supplement form

STATE OF FLORIDA

)

)SS.

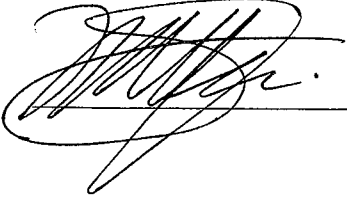
COUNTY OF MIAMI-DADE

)

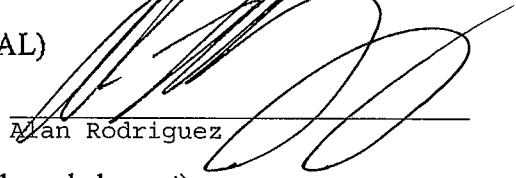
2009 The foregoing instrument was acknowledged before me this 7th day of April,
~~2007~~, by Alan Rodriguez who is personally known to me or who has produced
Personally Known as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 7th day of April

~~2007~~
2009



NOTARY PUBLIC-STATE OF FLORIDA
Melissa Salazar (NOTARY SEAL)
Commission # DD432348
Expires: MAY 22, 2009
Bonded Thru Atlantic Bonding Co., Inc.


Alan Rodriguez

(Signature of person taking acknowledgment)

[THIS SPACE LEFT BLANK INTENTIONALLY]

TOWN OF CUTLER BAY

SECTION 12
PERFORMANCE BOND

PROJECT TITLE: Cutler Ridge Elementary Area Roadway and Drainage Improvements (the "Project")

CONTRACTOR:

CONTRACT NO:

CONTRACT DATED:

STATE OF § _____
COUNTY OF § _____

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

WHEREAS, the Principal has entered into a certain written Agreement with Obligee, dated the ____ day of _____, 20____, for the construction of the Public Works Improvements (the "Contract"), which Agreement is by reference made a part of this Bond.

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

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

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

and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Agreement and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

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

Name: _____

Address: _____

Phone: _____

END OF SECTION

TOWN OF CUTLER BAY

SECTION 13
PAYMENT BOND

PROJECT TITLE: Cutler Ridge Elementary Area Roadway and Drainage Improvements (the "Project")

CONTRACTOR:

AGREEMENT NO:

AGREEMENT DATED:

STATE OF § _____
 § _____
COUNTY OF § _____

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

Agreement Title:

Cutler Ridge Elementary Area Roadway and Drainage Improvements (the "Project")

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

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

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

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

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20__.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness) By: _____
(Individual Principal)

(Witness) Business Address _____

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness) Business Name and Address

(Witness) By: _____
Signature of Individual

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness) Name and Address of Partnership

(Witness) By: _____
(Partner)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)

(Corporate PRINCIPAL Name)

Business Address

By: _____

Secretary

President

ATTEST:

(Surety Seal)

(Corporate SURETY)

Business Address

By: _____
(Surety)

(Secretary)

Florida Resident Agent

ATTORNEY-IN-FACT

By: _____

Name _____
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

END OF SECTION

TOWN OF CUTLER BAY

SECTION 14

NOTICE OF INTENT TO AWARD

TO: _____
Contractor

Address

ATTN: _____
Name and Title

PROJECT: Cutler Ridge Elementary Area Roadway and Drainage Improvements (the "Project")
Town of Cutler Bay

Gentlemen:

This is to advise that the Town of Cutler Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ (\$ _____) submitted to the Town of Cutler Bay (Owner) on _____ (Date).

Six (6) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contract and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Instructions to Bidders met within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

By: _____

Gary Ratay, P.E.

TOWN OF CUTLER BAY

SECTION 15

NOTICE TO PROCEED

TO: _____
Contractor

Street Address

City, State, Zip

ATTN: _____
Name and Title

PROJECT: Cutler Ridge Elementary Area Roadway and Drainage Improvements (the "Project")
Town of Cutler Bay

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Engineer. The Commencement date is _____, 20___. Completion date shall be _____, 20___.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Engineer in charge of the Work for the Town of Cutler Bay will be:

Gary Ratay, P.E.

Kimley-Horn and Associates, Inc.
5200 N.W. 33rd Avenue, Suite 109
Fort Lauderdale, FL 33309
954-535-5100

Sincerely yours,

Gary Ratay, P.E.

TAB 9



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: April 15, 2009

Re: **PURCHASE A REPLACEMENT PUBLIC WORKS VEHICLE**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO VEHICLE LEASE-PURCHASE AGREEMENT AND OBTAIN FINANCING FOR A MOTOR VEHICLE AND RELATED EQUIPMENT WITH DUVAL FORD IN THE AMOUNT OF \$29,383 BASED ON COMPETITIVE QUOTES OBTAINED BY OTHER GOVERNMENT AGENCIES; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

Upon incorporation in 2005, one of the Town's first Public Works Department ("Department") vehicles was a Miami-Dade County "surplus" fleet pick-up truck. The Department has been utilizing this vehicle for over three plus years, on a daily basis patrolling all of the Town streets. The Department is comprised of three NEAT team members who perform any one of the following duties, on a daily basis:

- Removal of litter throughout the right-of-ways;
- Removal of illegal dumping throughout the right-of-ways;
- Pot-hole repairs;
- Street sign repairs;
- Respond to various concerns raised by residents; etc.

The NEAT team's essential piece of equipment is their vehicle which is a reflection of the Town's public image. The Department takes personal pride in the general appearance of their vehicle and equipment.

The recommended vehicle purchase is Ford F-250 (low-emission) pick-up truck, which will be patrolling the Town streets on a daily basis. Additionally, this vehicle will be utilized as an Emergency Response Vehicle during any disaster event.

RECOMMENDATION

It is recommend that the Town Council adopted the attached resolution.

RESOLUTION NO. 09- _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO VEHICLE LEASE-PURCHASE AGREEMENT AND OBTAIN FINANCING FOR A MOTOR VEHICLE AND RELATED EQUIPMENT WITH DUVAL FORD IN THE AMOUNT OF \$29,383 BASED ON COMPETITIVE QUOTES OBTAINED BY OTHER GOVERNMENT AGENCIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (“Town”) hereby determines that an essential need exists for the procurement of a motor vehicle and related equipment and wishes to enter into a Lease/Purchase Agreement once that item has been procured; and

WHEREAS, in accordance with the Town’s purchasing Ordinance 06-22, the Town intends to utilize the prices submitted through the competitive bidding process as performed by the Florida Sheriff’s Association, Florida Association of Counties & Florida Fire Chiefs’ Association (Bid Award # 08-16-0908), to procure the replacement vehicles at a competitive price as described by the specifications and price quotations attached as Exhibit “A” (the “Quotation”); and

WHEREAS, the Town Manager is seeking approval for the purchase of one (1) Ford F-250 (diesel – low emission) 4x4 pick-up truck (\$29,383.00) to be utilized by the Public Works Department’s NEAT team, with its price determined through the aforementioned competitive bidding process and which is detailed in the Quotation; and

WHEREAS, the Town Council desires to authorize the Town Manager, on behalf of the Town, to negotiate and enter into a Lease/Purchase Agreement (the “Agreement”), for the amount and the vehicles described herein, provided that Town Attorney determines that the terms of the Agreement are legally sufficient; and

WHEREAS, the Town Council desires to authorize the Town Manager, on behalf of the Town, to negotiate and enter into an agreement to finance (the “Financing”) the vehicles described herein for the amount described herein, provided that Town Attorney determines that the terms of the Financing are legally sufficient; and

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

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. Selection Approved. Pursuant to Section 4 of the Town of Cutler Bay Ordinance 06-22, the Town intends to contract with Duval Ford which was selected through the competitive bidding process as performed by the Florida Sheriff's Association, Florida Association of Counties & Florida Fire Chiefs' Association (Bid Award # 08-16-0908), to procure the vehicle at a competitive price as described by the specifications and price quotations attached as Exhibit "A" (the "Quotation").

Section 3. Town Manager Authorized. The Town Manager is hereby authorized to negotiate and enter into a Lease/Purchase Agreement (the "Agreement") in the amount of \$29,383.00 for the vehicle described in Exhibit "A", and to negotiate and enter into an agreement to finance (the "Financing") the vehicle described in the Exhibit "A", provided that the Agreement and Financing are subject to review for legal sufficiency by the Town Attorney.

Section 4. 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.L.
Town Attorney

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 _____



Cutler Bay

Duval Ford
 5203 Waterside Drive; Jacksonville, FL 32210
 Christy Self
 904-388-2144
 Fax: 904-387-6816
cself@duvalford.com

Contact Ralph Casals
 Org Cutler Bay
 Phone 305 234-4262
 Fax 305 234-4251
 email rcasals@cutler-bay-fl.gov

CONTRACT # 08-16-0908

We appreciate your interest in the 2009 Florida Sheriff's Association/ Florida Association of Counties Purchasing Contract. Listed below are the items we discussed.

Item	Price
Spec# 35 F250 4X4	
Base Price	\$18,922.00
Extended Cab	\$3,318.00
Diesel Engine	\$6,895.00
8ft Bed/Included	\$0.00
Trailer Tow Package	\$248.00
	\$ -
Agency must specify Exterior Color	Quantity 1 \$ 29,383.00

BID AWARD ANNOUNCEMENT

08-16-0908

**PURSUIT,
ADMINISTRATIVE NON-PURSUIT,
UTILITY VEHICLES, TRUCKS & VANS,
& OTHER FLEET EQUIPMENT**
*Participating Sheriffs Offices & Local Governmental
Agencies of the State of Florida*

Coordinated By

**The
Florida Sheriffs Association,
Florida Association of Counties &
Florida Fire Chiefs' Association**





**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**3/4 TON PICKUP TRUCK - 4X4
SPECIFICATION #35**

2009 Ford F-250 SD (F21)

The Ford F-250 SD (F21) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	★Northern	★Central	<i>BASE PRICE</i> Southern
BASE PRICE:	\$19,029.00	\$18,722.00	\$18,635.00	\$18,922.00

While the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)
DEALER:	Orville Beckford Ford-Mercury	Duval Ford	Alan Jay Ford Lincoln Mercury, Inc.	Duval Ford
ZONE:	Western	*Northern	*Central	Southern
BASE PRICE:	\$19,029.00	\$18,722.00	\$18,635.00	\$18,922.00


Order Code	Delete Options	Western	Northern & Southern Central	Central
445 ¹ 445 ² 445 ³	5-speed manual transmission with overdrive in lieu of automatic overdrive	\$800.00 ¹	\$837.00 ²	(\$925.00) ³
66D0769 ¹ DCB ² D-BOX ³	Cargo box and rear bumper	NC ¹	NC ²	(\$200.00) ³
142-156 ¹ SWB ² 6' BOX ³	6' cargo box on crew cab or extended cab, not available on regular cab	NC ¹	NC ²	(\$100.00) ³
	AM/FM stereo radio	Std	NA	NA
572 ¹	Air conditioning <i>REG CAB ONLY</i> ¹	\$375.00 ¹	NA	NA
512 ¹ D-512 ³	Full size spare tire and rim	NC ¹	NA	(\$140.00) ³
	ABS brakes	Std	NA	NA
	On-Star	NA	NA	NA
	Satellite radio	NA	NA	NA
X3L ¹ DX3L ²	Limited slip differential on 4-wheel drive	\$100.00 ¹	\$191.00 ²	NA

Order Code	Add Options	Western	Northern & Southern Central	Central
99Y ¹ 99Y X4N ² 99Y ³	Engine upgrade - specify <i>6.8L GAS V10</i> ² <i>6.8L V10</i> ³	\$600.00 ¹	\$600.00 ²	\$600.00 ³
99R ¹ 99R X3J ² 99R ³	Engine upgrade - specify <i>DIESEL ENG</i> ¹ <i>6.4L DIESEL</i> ² <i>6.4L DIESEL</i> ³	\$6,895.00 ¹	\$6,895.00 ²	\$6,895.00 ³
NA ²	Battery, auxiliary HD <i>WITH DIESEL</i> ¹	Std ¹	NA ²	NA
F31-610A ¹ F31 610A ²	Increase to 9,900 lbs. GVWR	\$1,892.00 ¹	\$2,805.00 ²	NA
52B ¹ 52B 66S ² EBC ³	Electric brake controller <i>INCL UPFITTER SWITCHES, REQ. TRAILER TOW PKG</i> ²	\$230.00 ¹	\$315.00 ²	\$320.00 ³
60T ¹ 60T ² 60T ³	Traction control	\$130.00 ¹	\$130.00 ²	\$130.00 ³

VEHICLE:	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)
DEALER:	Orville Beckford Ford-Mercury	Duval Ford	Alan Jay Ford Lincoln Mercury, Inc.	Duval Ford
ZONE:	Western	*Northern	*Central	Southern
BASE PRICE:	\$19,029.00	\$18,722.00	\$18,635.00	\$18,922.00

603A ¹ WXLT ^{96C} ² 603A ³	Manufacturer's model upgrade package (specify pkg. bid) <i>INCLUDES CONVENIENCE GROUP²</i> <i>XLT MODEL³</i>	\$5,640.00 ¹	\$6,233.00 ²	\$3,550.00 ³
90L ¹ 90L ² 90L ³	Power windows/door locks <i>RC AND SC 820, CC 995²</i>	\$995.00 ¹	\$995.00 ²	\$820.00 ³
525-524 ¹ 524 525 ² 524/525 ³	Speed control/tilt steering wheel	\$385.00 ¹	\$385.00 ²	\$385.00 ³
J-V OR G-C ¹ BS ² J ³	Bucket seats in lieu of bench seat <i>CREW CAB 615²</i> <i>VINYL BUCKETS ONLY (CLOTH ADD 160.00)³</i>	\$515.00 ¹	\$515.00 ²	\$355.00 ³
T-VINYL ¹ TS ² T ³	40/20/40 seat in vinyl	\$400.00 ¹	\$400.00 ²	\$400.00 ³
3-CLOTH ¹ 3S ² 3C/3S ³	40/20/40 seat in cloth <i>CREW CAB 715²</i> <i>REQUIRES UP-GRADE TO XLT³</i>	\$715.00 ¹	\$425.00 ²	NA ³
603A ¹ NA ²	Carpet in lieu of rubber floor covering <i>REQUIRES UP-GRADE TO XLT³</i>	Incl. ¹	NA ²	NA ³
DFM ¹ DFM ² WT ³	Floor mats <i>WEATHER TECH FLOOR LINERS³</i>	\$125.00 ¹	\$125.00 ²	\$199.00 ³
924 ¹ DTT ² 433 ³	Deep tinted glass <i>3MOR EQUAL²</i>	\$370.00 ¹	\$365.00 ²	\$125.00 ³
433 ¹ 433 ² 433 ³	Sliding rear window	\$125.00 ¹	\$125.00 ²	\$125.00 ³
585 ¹ 585 ² 585 ³	AM/FM radio with single CD	\$275.00 ¹	\$275.00 ²	\$275.00 ³
3K ¹ 3K ² 3K ³	Third key <i>3RD KEY PROGRAMMED AND INSTALLED³</i>	\$140.00 ¹	\$89.00 ²	\$140.00 ³
NA ²	Side air bags	NA	NA ²	NA
X21 ¹ X21 ² X21 ³	Extended cab model (4 door)	\$3,420.00 ¹	\$3,318.00 ²	\$2,130.00 ³
W21 ¹ W21 ² W21 ³	Crew cab (4 door)	\$4,175.00 ¹	\$3,902.00 ²	\$3,485.00 ³

VEHICLE:	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)	F-250 SD (F21)
DEALER:	Orville Beckford Ford-Mercury	Duval Ford	Alan Jay Ford Lincoln Mercury, Inc.	Duval Ford
ZONE:	Western	*Northern	*Central	Southern
BASE PRICE:	\$19,029.00	\$18,722.00	\$18,635.00	\$18,922.00

		Std	Std ²	NA
STD ²	Tow hooks			
12-LG ¹	1,200 lb. lift gate	\$3,495.00 ¹	\$2,650.00 ²	\$2,695.00 ³
13 TOM ²	1300 LB TOMMYGATE ²			
DLG12 ³				
8-WW ¹	8,000 lb. winch with remote	\$1,695.00 ¹	\$1,895.00 ²	\$1,295.00 ³
8KW ²	REQUIRES WRAP-AROUND GRILL ³			
8KW ³				
531 ¹	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed.	\$690.00 ¹	\$248.00 ²	\$575.00 ³
HDTT ²				
CLIVWC ³	INCL SOLID BAR. 1.25 SHANK. 5/8 PIN. CLIP AND CUSTOM PLUG IF SPECIFIED ²			
SOB ¹	Spray-on bedliner for utility body	\$895.00 ¹	\$755.00 ²	\$625.00 ³
LINEX UB ²	INCL TOPS, ADD 75 FOR BUMPER ²			
USOB ³	8 FT UTILITY BODY ³			
K-RSB ¹	Knapheide, Reading or approved equivalent utility body - specify	\$4,995.00 ¹	\$4,650.00 ²	\$4,695.00 ³
8SB ²	56CA SERVICE BODY ²			
K696J1 ³	Add \$3499 for Canopy Roof (Knapheide) ³			
SSUB ¹	Manufacturer's standard service unibody, 14 gauge construction - specify.	\$4,995.00 ¹	\$4,650.00 ²	\$4,795.00 ³
8SB ²	May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)			
OS96VH ³	56CA SERVICE BODY ² Add \$3195 for Canopy Roof (Omaha Standard) ³			
SSMB ¹	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)	\$4,595.00 ¹	NA ²	\$4,495.00 ³
NA ²	READING ONLY ¹			
U98CB ³	Reading 18ga Modular Body (\$5195 for Reading Classic II 14ga Body) ³			
PCU ¹	Powder coating for utility body	NC ¹	NA ²	NA
NA ²	READING ONLY ¹			
FTC ¹	Fiberglass tonneau cover (painted to match)	\$1,695.00 ¹	\$1,350.00 ²	\$1,199.00 ³
DTC ²				
FTC ³				
FCH ¹	Fiberglass cab high topper with front, side and rear windows (painted to match)	\$1,895.00 ¹	\$1,800.00 ²	\$1,399.00 ³
DFT ²				
FHC ³				
942 ¹	Daytime running lights	\$45.00 ¹	\$45.00 ²	\$45.00 ³
942 ²				
942 ³				
NA ²	Immobilize daytime running lights	NA	NA ²	NA
BAB ¹	Backup alarm	\$120.00 ¹	\$125.00 ²	\$120.00 ³
DBA ²				
BUA ³				

TAB 10



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: April 15, 2009

Re: **PURCHASE OF TWO (2) SATURN VUE HYBRIDS**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO VEHICLE LEASE-PURCHASE AGREEMENT AND OBTAIN FINANCING FOR MOTOR VEHICLES AND RELATED EQUIPMENT WITH SATURN OF SEBRING IN THE AMOUNT OF \$ 51,734 BASED ON COMPETITIVE QUOTES OBTAINED BY OTHER GOVERNMENT AGENCIES; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Code Compliance Department and Planning Department are each in need of a vehicle, a replacement and new vehicle respectfully. The Code Compliance Department has been utilizing one of the originally "surplus" ex-police cruisers which were re-painted/re-stripped to patrol the Town. The vehicle has exceeded its useful life and soon we will need to perform repairs that may exceed the replacement costs of the vehicle.

Town staff budgeted for two (2) hybrid type vehicles in the 2008-09 fiscal year's Operating Budget. The budgeted amount is for a lease/purchase agreement which will be amortized for the next three fiscal years.

The Code Compliance Department's fleet is currently comprised of two (2) Ford Escape Hybrids and with the possible addition of the two (2) recommended Saturn VUE Hybrids; the Department will be operating Hybrid GREEN vehicles on a daily basis. Town residents have provided positive comments and thumbs-up to the Code Compliance Officers who are currently patrolling the Town with the existing Hybrids.

Additionally, these vehicles will be utilized as an Emergency Response Vehicle during any disaster event because the vehicles sit higher than conventional passenger vehicles.

RECOMMENDATION

It is recommended that the Town Council adopted the attached resolution.

RESOLUTION NO. 09- _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO VEHICLE LEASE-PURCHASE AGREEMENT AND OBTAIN FINANCING FOR MOTOR VEHICLES AND RELATED EQUIPMENT WITH SATURN OF SEBRING IN THE AMOUNT OF \$ 51,734 BASED ON COMPETITIVE QUOTES OBTAINED BY OTHER GOVERNMENT AGENCIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (“Town”) hereby determines that an essential need exists for the procurement of replacement motor vehicles and related equipment and wishes to enter into a Lease/Purchase Agreement once those items have been procured; and

WHEREAS, the Town Council also recognizes the importance of demonstrating environmental stewardship through the actions of the Town’s departments; and

WHEREAS, the Town Council understands that environmentally-conscious practices will enhance local and national energy security, protect natural resources for future generations, and result in long term cost savings; and

WHEREAS, the Town Council is committed to purchase environmentally friendly and fuel efficient vehicles; and

WHEREAS, in accordance with the Town’s purchasing Ordinance 06-22, the Town intends to utilize the prices submitted through the competitive bidding process as performed by the Florida Sheriff’s Association, Florida Association of Counties & Florida Fire Chiefs’ Association (Bid Award # 08-16-0908), to procure the replacement vehicles at a competitive price as described by the specifications and price quotations attached as Exhibit “A” (the “Quotation”); and

WHEREAS, the Town Manager is seeking approval for the purchase of two (2) Saturn VUE Hybrids (\$51,734) to be utilized by the Code Compliance and Planning Departments whose prices have been determined through the aforementioned competitive bidding process and which are detailed in the Quotation; and

WHEREAS, the Town Council desires to authorize the Town Manager, on behalf of the Town, to negotiate and enter into a Lease/Purchase Agreement (the “Agreement”), for the amount and the vehicles described herein, provided that Town Attorney determines that the terms of the Agreement are legally sufficient; and

WHEREAS, the Town Council desires to authorize the Town Manager, on behalf of the Town, to negotiate and enter into an agreement to finance (the “Financing”) the vehicles described herein for the amount described herein, provided that Town Attorney determines that the terms of the Financing are legally sufficient; and

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

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. Selection Approved. Pursuant to Section 4 of the Town of Cutler Bay Ordinance 06-22, the Town intends to contract with Saturn of Sebring, which was selected through the competitive bidding process as performed by the Florida Sheriff’s Association, Florida Association of Counties & Florida Fire Chiefs’ Association (Bid Award # 08-16-0908), to procure the replacement vehicles at a competitive price as described by the specifications and price quotations attached as Exhibit “A” (the “Quotation”).

Section 3. Town Manager Authorized. The Town Manager is hereby authorized to negotiate and enter into a Lease/Purchase Agreement (the “Agreement”) in the amount of \$51,734.00 for the vehicles described in Exhibit “A”, and to negotiate and enter into an agreement to finance (the “Financing”) the vehicles described in the Exhibit “A”, provided that the Agreement and Financing are subject to review for legal sufficiency by the Town Attorney.

Section 4. 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.L.
Town Attorney

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 _____

-ALAN JAY Automotive Network-

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)

WWW.ALANJAY.COM

Corporate Office	2003 U.S. 27 South Sebring, FL 33870	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
Direct	863-402-4234	Mobile	863-381-3411
		Fax	863-402-4221

QUICK QUOTE SHEET

FOR VEHICLES FROM FLORIDA SHERIFF'S ASSOCIATION BID

DATE 1-Apr-09 PAGE 1 of 1

REQUESTING AGENCY: TOWN OF CUTLER BAY

CONTACT PERSON: RAFAEL CASALS

PHONE NUMBER: 305-234-4262

FAX NUMBER: 305-234-4251 rcasals@cutlerbay-fl.gov

2009 MODEL YEAR FSA BID # 08-16-0908 <http://www.flsheriffs.org>

MODEL: ZLT26 SPECIFICATION # 13
2009 SATURN VUE HYBRID

***All vehicles will be ordered white w/ darkest interior
Unless Clearly stated otherwise on purchase order.*

BASE DISTRICT PRICE: \$25,867.00

OPTION #	DESCRIPTION	COST
	3GSCL93Z3 9S571477	
	UNIT IN GM REGIONAL INVENTORY, QUOTE	
	SUBJECT TO AVAILABILITY OF SPECIFIC VEHICLE	
	AT TIME OF PURCHASE ORDER RECEIPT.	
	BASE EQUIPMENT PER CONTRACT	
	50U SUMMIT WHITE EXTERIOR	
	33B TAN CLOTH INTERIOR	
WPC	CONVENIENCE PKG	NC
	-pwr mirrors, pwr drvr seat, universal home remote	
	-heated nozzles, blue tooth connectivity, lighted visors	

TOTAL OF OPTIONS: \$0.00

EXTENDED WARRANTY: \$0.00

TOTAL COST: \$25,867.00

QTY 1 = \$25,867.00

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments: _____

Alan Jay Chevrolet Cadillac, Inc. FEID #65-0211404 / Alan Jay Pontiac Buick GMC, Inc. FEID # 59-3533028
 Alan Jay Ford Lincoln Mercury, Inc. FEID # 20-5996360 / Alan Jay Chrysler Jeep, Inc. 65-0558530
 Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota FEID # 59-3533026 / Alan Jay Nissan, Inc. FEID #76-0833978
 Saturn of Sebring, Inc. 59-3533024

VEHICLE QUOTED BY: Chris Wilson, Fleet Manager 863-402-4234
"I Want to be Your Fleet Provider"
chris.wilson@alanjay.com

**BID AWARD
ANNOUNCEMENT**

08-16-0908

**PURSUIT,
ADMINISTRATIVE NON-PURSUIT,
UTILITY VEHICLES, TRUCKS & VANS,
& OTHER FLEET EQUIPMENT**
*Participating Sheriffs Offices & Local Governmental
Agencies of the State of Florida*

Coordinated By

**The
Florida Sheriffs Association,
Florida Association of Counties &
Florida Fire Chiefs' Association**





**FLORIDA SHERIFFS ASSOCIATION,
FLORIDA ASSOCIATION OF COUNTIES &
FLORIDA FIRE CHIEFS' ASSOCIATION**

**HYBRID 4-DOOR UTILITY VEHICLES - 4X2
SPECIFICATION #13**

2009 Saturn Vue (ZLT26)

The Saturn Vue (ZLT26) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

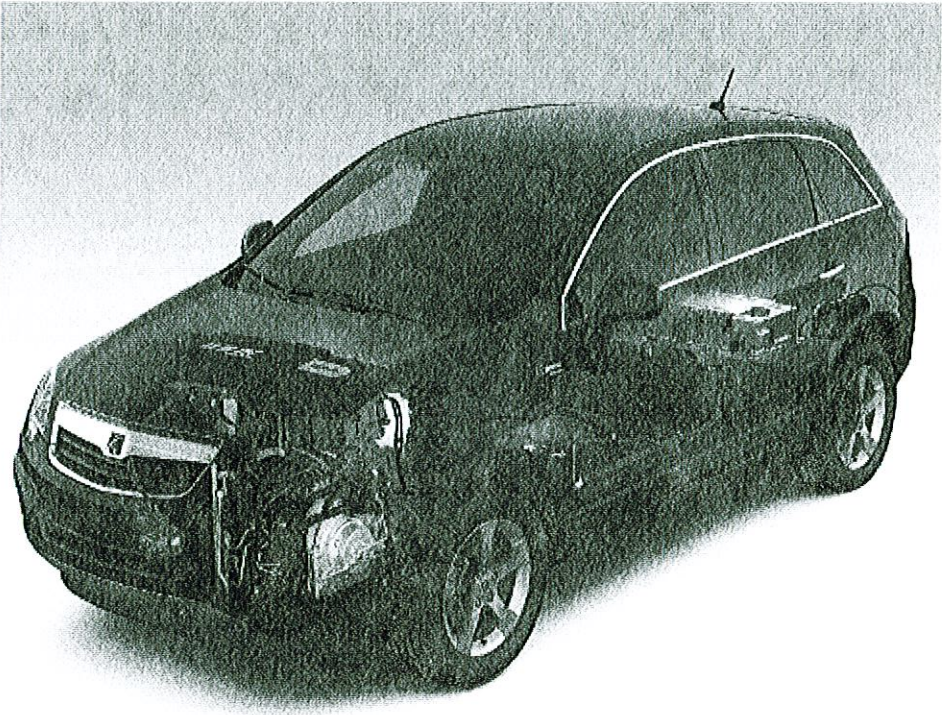
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$25,992.00	\$25,842.00	\$25,792.00	\$25,867.00

Handwritten: "Base Price" above the table, and a circle around the Southern price.

While the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



Prepared By:
administrator
Chris Wilson, Alan Jay Fleet
441 US HWY 27 SOUTH
SEBRING, FL 33870
Phone: (863) 402-4234
Fax: (863) 402-4221
Email: chris.wilson@alanjay.com

2009 Fleet/Non-Retail Saturn VUE Hybrid FWD 4dr I4 ZLT26

TECHNICAL SPECIFICATIONS

POWERTRAIN - BASIC SPECIFICATIONS - 2009 Fleet/Non-Retail ZLT26 FWD 4dr I4

ENGINE

Engine Order Code	LAT
Engine Type	Gas/Electric I4
Displacement	2.4L/145 CID
SAE Net Horsepower @ RPM	172 @ 6500
SAE Net Torque (lb ft) @ RPM	167 @ 4500

TRANSMISSION

Transmission order code	MX1
Transmission Type Description	4-Speed Automatic w/OD
Drive Train	Front Wheel Drive

MILEAGE

City EPA fuel economy estimate (MPG)	25.00
Hwy EPA fuel economy estimate (MPG)	32.00
City cruising range (mi)	450.00
Hwy cruising range (mi)	576.00

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 148.2, Data updated 3/25/2009 11:31:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Prepared By:

administrator

Chris Wilson, Alan Jay Fleet

441 US HWY 27 SOUTH

SEBRING, FL 33870

Phone: (863) 402-4234

Fax: (863) 402-4221

Email: chris.wilson@alanjay.com

2009 Fleet/Non-Retail Saturn VUE Hybrid FWD 4dr I4 ZLT26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2009 Fleet/Non-Retail ZLT26 FWD 4dr I4

SAFETY

- StabiliTrak, stability control system
- Traction control
- Daytime Running Lamps
- Air bags, dual-stage frontal and side-impact, driver and right-front passenger and head curtain side-impact, front and rear outboard seating positions (Head curtain side air bags are designed to help reduce the risk of head and neck injuries to front and rear seat occupants on the near side of certain side-impact collisions. Always use safety belts and the correct child restraints for your child's age and size, even in vehicles equipped with air bags. Children are safer when properly secured in a rear seat. See the vehicle's Owner's Manual and child safety seat instructions for more safety information.)
- Automatic Occupant Sensing System, sensor indicator inflatable restraint, front passenger
- OnStar, 1-year of Safe and Sound plan. Includes Automatic Crash Notification, Automatic Notification of Air Bag Deployment, Stolen Vehicle Location Assistance, a link to all Emergency Services, Roadside Assistance, Remote Door Unlock, OnStar Vehicle Diagnostics, Hands-Free Calling and Remote Horn and Lights (OnStar services require vehicle electrical system (including battery), wireless service and GPS satellite signals to be available and operating for features to function properly. OnStar acts as a link to existing emergency service providers. Stolen Vehicle Location Assistance and Remote Door Unlock success varies with conditions. OnStar Vehicle Diagnostics available on most 2004 MY and newer GM vehicles. Diagnostic capability varies by model. Visit onstar.com or call 1-888-466-7827 for system limitations and details. For a list of vehicles with Automatic Crash Notification visit onstar.com)
- Tire Pressure Monitor System, air pressure sensors in each tire, individual tire pressure display in Driver Information Center
- Pedal Release System

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 148.2, Data updated 3/25/2009 11:31:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Prepared By:

administrator

Chris Wilson, Alan Jay Fleet

441 US HWY 27 SOUTH

SEBRING, FL 33870

Phone: (863) 402-4234

Fax: (863) 402-4221

Email: chris.wilson@alanjay.com

2009 Fleet/Non-Retail Saturn VUE Hybrid FWD 4dr I4 ZLT26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2009 Fleet/Non-Retail ZLT26 FWD 4dr I4

ENTERTAINMENT

- Audio system, AM/FM stereo with CD/MP3 player and auxiliary input jack
- Audio system feature, 6-speaker system
- XM Radio. XM Radio includes 3 trial months of service. XM turns your world on with commercial-free music channels from Rock to Jazz, Country to Classical, Latin Pop to Hip Hop, and virtually everything in between, all in amazing digital sound. Turn on your favorite Sports with every Major League Baseball game from Opening Day until the World Series, NHL Hockey, the PGA TOUR and college football and basketball. Plus XM brings you the biggest names in news and talk, outrageous comedy, award-winning family programming -- wherever you go from coast to coast. Exclusive live concerts, Oprah and Friends, Radio Disney, and so much more. Find what turns you on (Available only in the 48 contiguous United States. Required \$12.95 monthly subscription sold separately after 3 trial months. Visit gm.xmradio.com for more details.)

EXTERIOR

- Wheels, 17" x 7" (43.2 cm x 17.8 cm) alloy
- Tires, P225/60R17 all season, blackwall, low rolling resistance
- Inflator kit (deletes spare tire and tool kit)
- Spoiler, rear
- Automatic exterior lamp control
- Mirrors, outside power-adjustable, body-color, manual-folding
- Glass, Solar-Ray deep-tinted (all windows except light tinted glass on windshield, driver and front passenger)
- Wipers, front intermittent with washer
- Wiper, rear intermittent with washer
- Door handles, chrome

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 148.2, Data updated 3/25/2009 11:31:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Prepared By:
administrator
Chris Wilson, Alan Jay Fleet
441 US HWY 27 SOUTH
SEBRING, FL 33870
Phone: (863) 402-4234
Fax: (863) 402-4221
Email: chris.wilson@alanjay.com

2009 Fleet/Non-Retail Saturn VUE Hybrid FWD 4dr I4 ZLT26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2009 Fleet/Non-Retail ZLT26 FWD 4dr I4

INTERIOR

- Seats, Deluxe front bucket, with seat-back net and active headrests
- Seat adjuster, driver manual lumbar control
- Seatback, passenger flat-folding
- Console, overhead
- Console, floor, Custom
- Floor mats, front and rear
- Steering wheel, 3-spoke
- Steering wheel controls, mounted audio controls
- Driver Information Center, includes outside temperature display
- Instrumentation, Hybrid with Charge/Assist gauge, Eco light and Autostop indicator within the tachometer
- Oil life monitor
- Windows, power
- Door locks, power programmable
- Remote Keyless Entry
- Cruise control
- Air conditioning, single-zone automatic climate control
- Defogger, rear-window
- Glovebox, non-locking
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger vanity mirrors
- Assist handles, front passenger and rear outboard, includes rear coat hooks
- Cargo net, rear

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 148.2, Data updated 3/25/2009 11:31:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Prepared By:

administrator

Chris Wilson, Alan Jay Fleet

441 US HWY 27 SOUTH

SEBRING, FL 33870

Phone: (863) 402-4234

Fax: (863) 402-4221

Email: chris.wilson@alanjay.com

2009 Fleet/Non-Retail Saturn VUE Hybrid FWD 4dr I4 ZLT26

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2009 Fleet/Non-Retail ZLT26 FWD 4dr I4

MECHANICAL

- Engine, ECOTEC 2.4L 4-cylinder, Hybrid (172 hp [128.3 kW] @ 6500 rpm, 167 lb-ft of torque [225.5 N-m] @ 4500 rpm)
- Transmission, 4-speed automatic for Hybrid (Requires (LAT) ECOTEC 2.4L 4-cylinder, Hybrid engine)
- Hybrid Propulsion Equipment
- Axle, 3.63 ratio
- Drivetrain, front-wheel drive
- Battery rundown protection
- GVWR, 4900 lbs. (2223 kg)
- Suspension, Soft Ride
- Brakes, 4-wheel antilock, 4-wheel disc
- Exhaust, single-outlet stainless-steel

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 148.2, Data updated 3/25/2009 11:31:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Prepared By:
administrator
Chris Wilson, Alan Jay Fleet
441 US HWY 27 SOUTH
SEBRING, FL 33870
Phone: (863) 402-4234
Fax: (863) 402-4221
Email: chris.wilson@alanjay.com

2009 Fleet/Non-Retail Saturn VUE Hybrid FWD 4dr I4 ZLT26

TECHNICAL SPECIFICATIONS

PAYLOAD/TRAILERING SPECIFICATIONS - 2009 Fleet/Non-Retail ZLT26 FWD 4dr I4

WEIGHT INFORMATION

Base curb weight (lbs) - TBD -

TRAILERING

	Max Trailer Wt.	Max Tongue Load
Dead Weight Hitch (lbs)	1,500.00	150.00
Weight Distributing Hitch (lbs)	1,500.00	150.00
Fifth Wheel Hitch (lbs)		

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 148.2, Data updated 3/25/2009 11:31:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Prepared By:
 administrator
 Chris Wilson, Alan Jay Fleet
 441 US HWY 27 SOUTH
 SEBRING, FL 33870
 Phone: (863) 402-4234
 Fax: (863) 402-4221
 Email: chris.wilson@alanjay.com

2009 Fleet/Non-Retail Saturn VUE Hybrid FWD 4dr I4 ZLT26

TECHNICAL SPECIFICATIONS

CHASSIS SPECIFICATIONS - 2009 Fleet/Non-Retail ZLT26 FWD 4dr I4

SUSPENSION	Front	Rear	
Suspension Type	Independent Strut	3-Link	
Suspension Type (cont.)	w/Coil Springs	w/Coil Springs	
Shock Absorber Diameter (mm)	- TBD -	- TBD -	
Stabilizer Bar Diameter (in)	- TBD -	- TBD -	
BRAKES			
Brake type	Pwr		
ABS System	4-Wheel		
	Front	Rear	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	11.7 x 1.14	- TBD -	
Drum			
Drum Diam x Width (in)			
TIRES			
	Front	Rear	Spare
Tire Order Code	QKY	QKY	
Tire Size	P225/60R17	P225/60R17	
WHEELS			
	Front	Rear	Spare
Wheel Size	17 x 7.0	17 x 7.0	
Wheel Type	Alloy	Alloy	
STEERING			
Steering type	Pwr Rack & Pinion		
Ratio (:1)			
Overall	18.50		
Lock-to-Lock Turns	2.70		
Turning Diameter			
Curb-to-Curb	40.00		
Wall-to-Wall	- TBD -		

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 148.2, Data updated 3/25/2009 11:31:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Prepared By:
 administrator
 Chris Wilson, Alan Jay Fleet
 441 US HWY 27 SOUTH
 SEBRING, FL 33870
 Phone: (863) 402-4234
 Fax: (863) 402-4221
 Email: chris.wilson@alanjay.com

2009 Fleet/Non-Retail Saturn VUE Hybrid FWD 4dr I4 ZLT26

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2009 Fleet/Non-Retail ZLT26 FWD 4dr I4

EXTERIOR DIMENSIONS

Wheelbase (in)	106.60
Length, Overall w/rear bumper (in)	
Length, Overall (in)	180.10
Width, Max w/o mirrors (in)	72.80
Height, Overall (in)	66.20
Tread Width	
Tread Width, Front	61.4
Tread Width, Rear	61.8
Min Ground Clearance (in)	6.90
Rear Door	
Rear Door Opening Height	- TBD -
Rear Door Opening Width	- TBD -

CARGO AREA DIMENSIONS

Length @ Floor	
Cargo Area Length @ Floor to Seat 1	- TBD -
Cargo Area Length @ Floor to Seat 2	- TBD -
Cargo Area Length @ Floor to Seat 3	
Width	
Cargo Area Width @ Beltline	- TBD -
Cargo Box Width @ Wheelhousings	- TBD -
Cargo Box (Area) Height (in)	- TBD -
Liftover Height (in)	- TBD -
Cargo Volume	
Cargo Volume to Seat 1	56.4
Cargo Volume to Seat 2	29.2
Cargo Volume to Seat 3	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 148.2, Data updated 3/25/2009 11:31:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

Prepared By:
 administrator
 Chris Wilson, Alan Jay Fleet
 441 US HWY 27 SOUTH
 SEBRING, FL 33870
 Phone: (863) 402-4234
 Fax: (863) 402-4221
 Email: chris.wilson@alanjay.com

2009 Fleet/Non-Retail Saturn VUE Hybrid FWD 4dr I4 ZLT26

TECHNICAL SPECIFICATIONS

DIMENSIONS - 2009 Fleet/Non-Retail ZLT26 FWD 4dr I4

INTERIOR DIMENSIONS

Passenger Capacity	5	
Passenger Volume (ft ³)	- TBD -	
EPA Classification	Sport Utility Vehicle	
Seating Position	Front	Second
Head Room (in)	40.20	39.30
Leg Room (in)	40.70	36.90
Shoulder Room (in)	56.00	55.90
Hip Room (in)	52.60	52.90

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 148.2, Data updated 3/25/2009 11:31:00 AM

©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:

TAB 11



OFFICE OF THE TOWN MANAGER

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor and Councilmembers

From: Steven J. Alexander, Town Manager

Date: April 15, 2009

Re: Purchase and Installation of Live Oak Trees

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH GROUNDKEEPERS, INC. FOR THE PURCHASE AND INSTALLATION OF LIVE OAK TREES WITHIN THE TOWN'S DESIGNATED RIGHT-OF-WAYS FOR AN AMOUNT NOT TO EXCEED \$150,000.00 PURSUANT TO TERMS OBTAINED THROUGH COMPETITIVE SELECTION BY ANOTHER GOVERNMENT AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

As part of the Street Tree Master Plan which, was adopted via Resolution 09-02 in January 2009, Town Staff is recommending approval for Phase II – street tree planting. The recommended contractor, Groundkeepers, Inc., has successfully completed the planting of 267 Live Oak trees as part of Phase I planting cycle. The contractor has been very cooperative and has replaced 17 trees which did not survive the initial planting and watering phase. Additionally, both Town staff and consulting Landscape Architects tagged all of the trees at the tree farm, insuring that the trees meet all of the specifications outlined in the contract.

Town Staff has carefully reviewed existing contracts for the purchase and installation of oak trees from other surrounding municipalities. Based on the review, including costs and warranties, staff has determined that utilizing the active “tree replacement” contract awarded by the Town of Miami Lakes, will expedite the purchase and installation of much needed street tree canopy as identified in the Town’s Tree Master Plan.



OFFICE OF THE TOWN MANAGER

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

The selected live oaks will have the following specifications:

Live Oak, Florida No. 1, Container Grown, 14’-16’ Height, 5”-5½” Caliper, 5’-6’ Clear Trunk, 8’-10’ Spread. Additionally, the live oaks will be warranted for one (1) year from the time of initial planting.

Town Staff will coordinate the tagging and planting phases with a certified landscape architect who was selected by the Town at the conclusion of a professional services Request for Qualifications.

All of the necessary tree planting permits will be obtained from the appropriate agencies:

Miami-Dade County and/or Florida Department of Transportation.

The selected contractor (Groundkeepers, Inc.) has previously provided three (3) separate reference letters from City of North Bay Village, City of Hialeah Gardens, and Town of Miami Lakes. Additionally, the Village of Palmetto Bay, which planted the same type of specified Live Oak tree, has provided a positive recommendation. Each of these municipalities consider GroundKeepers, Inc .a responsive contractor. The recommendation letters are attached for your review as Exhibit “B”.

RECOMMENDATION

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

RESOLUTION NO. 09- _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH GROUNDKEEPERS, INC. FOR THE PURCHASE AND INSTALLATION OF LIVE OAK TREES WITHIN THE TOWN'S DESIGNATED RIGHT-OF-WAYS FOR AN AMOUNT NOT TO EXCEED \$150,000.00 PURSUANT TO TERMS OBTAINED THROUGH COMPETITIVE SELECTION BY ANOTHER GOVERNMENT AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, Town Council has included in the fiscal year 2008-09 budget funding for Phase II new tree plantings throughout the Town's right-of-ways; and

WHEREAS, in accordance with the Town's purchasing Ordinance 06-22, the Town intends to utilize the prices submitted through the competitive bidding process as performed by the Town of Miami Lakes, ratified by Town of Miami Lakes Resolution 06-401, to purchase and install live oak (*Quercus Virginiana*) trees as a part of their "Tree Replacement Program" contract (the "Contract") with Groundkeepers, Inc., attached as Exhibit "A"; and

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

WHEREAS, the Town finds that this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. Selection Approved. Pursuant to Section 4 of the Town of Cutler Bay Ordinance 06-22, the Town intends to contract with Groundkeepers, Inc., which was selected through the competitive bidding process as performed by the Town of Miami Lakes, ratified by Town of Miami Lakes Resolution 06-401, to purchase and install live oak (Quercus Virginiana) trees from Groundkeepers, Inc.

Section 3. Town Manager Authorized. The Town Manager is authorized, on behalf of the Town, to issue a purchase order in an amount not to exceed \$150,000.00 to GroundKeepers, Inc. for the purchase and installation of live Oak Trees with the same terms, conditions, and warranties as defined in the Town of Miami Lakes Agreement, attached hereto as Exhibit "A".

Section 4. 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.L.
Town Attorney

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 _____

RESOLUTION NO. 06-~~401~~

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE AGREEMENT BETWEEN GROUNDKEEPERS, INC. AND THE TOWN OF MIAMI LAKES FOR THE TREE REPLACEMENT PROGRAM; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2005 the Town issued an Advertisement for Bids (the "Bid") entitled "Tree Replacement Program" to provide and install new live oak trees and hedges throughout the Town; and

WHEREAS, the Bid provided that the award of contract would be to the lowest Responsive and Responsible Bidder and it was determined that Salman Maintenance Services, Inc. ("Salman") was the lowest Responsive and Responsible Bidder; and

WHEREAS, on January 10, 2006, the Town Council approved an Agreement between Salman and the Town of Miami Lakes (the "Town") to provide and install new live oaks trees and hedges throughout the Town; and

WHEREAS, on April 24, 2006, Salman submitted to the Town a written notice of termination of the Agreement; and

WHEREAS, the Town Engineer has determined that the next lowest Responsive and Responsible Bidder is Groundkeepers, Inc. and the Town Manager accepts the determination; and

WHEREAS, the Town desires to employ Groundkeepers, Inc. to provide and install new live oak trees and hedges throughout the Town; and

WHEREAS, the Town Council finds that approval of the Agreement between Groundkeepers, Inc. and the Town is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of Agreement. The Agreement between Groundkeepers, Inc. and the Town to provide and install new live oak trees and hedges throughout the Town, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved. The Town Manager is authorized to negotiate the final compensation to Groundkeepers, Inc. provided that the compensation shall not exceed the amount specified in their proposal.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.


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

PASSED AND ADOPTED this 9th day of May, 2006.

Motion to adopt by Vice Mayor Robert Meador, second by Roberto Alonso.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	yes
Vice Mayor Robert Meador	yes
Councilmember Roberto Alonso	yes
Councilmember Mary Collins	yes
Councilmember Dorothy Cook	yes
Councilmember Michael Pizzi	yes
Councilmember Nancy Simon	yes



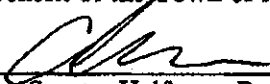
Wayne Slaton
MAYOR

ATTEST:



Debra Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

A handwritten signature in black ink, appearing to be 'J. Weiss', written over a horizontal line.

Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.A.
TOWN ATTORNEY

Executed Contract Documents

Tree Replacement Program



**The Town of Miami Lakes
Alex Rey, Town Manager
15700 NW 67th Avenue
Miami Lakes, FL 33014**

Date Issued: December 12, 2005

Closing Date: January 3, 2006

January 2006
044533074

TOWN OF MIAMI LAKES

SECTION 1

ADVERTISEMENT FOR BIDS

TOWN OF MIAMI LAKES

The Town of Miami Lakes (the "Town") will be accepting bids for Tree Replacement Program (the "Project"). Sealed Bids must be received by the Town of Miami Lakes at 15700 NW 67th Avenue, Miami Lakes, Florida by 2:00 P.M. on January 3, 2006, at which time bids will be publicly opened and read aloud for the furnishing of all materials, labor, equipment and supplies necessary for:

TOWN OF MIAMI LAKES

TREE REPLACEMENT PROGRAM

The nature and scope of this Project is:

Provide labor and equipment required to provide and install trees throughout the Town of Miami Lakes. Work shall include but not be limited to installing trees, hedges, planting soil, and mulch as specified in the Contract Documents.

Bid Documents may be examined during regular business hours at Town Hall, 15700 NW 67th Avenue Miami Lakes, FL 33014 (305-364-6100) at a cost of \$25.00. Any further inquiries regarding the Project may be directed to Gary R. Ratay at Kimley Horn and Associates, at (954) 739-2233.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the transaction. Procedures regarding the cone of Silence can be found in the Request for Proposal, or Request for Qualifications.

The Town reserves the right to waive any irregularities and to reject any and all bids.

Debra E. Eastman, MMC
Town Clerk

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 2

INSTRUCTIONS TO BIDDERS

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

Date: January 3, 2006

Time: 2:00 P.M.

Place: Town Hall

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

Bid/Proposal	The bid documents submitted by the Bidder.
Bidder	Any person, firm or corporation submitting a proposal for the Work covered by these specifications, or his duly authorized representative.
Town	The Town Council of the Town of Miami Lakes or the Town Manager, if applicable.
Contractor	The person, firm or corporation with whom the Town has executed a contract for the Work.
Days	Days shall mean calendar days.
Responsible Bidder	In order to be considered a "responsible" bidder, the Bidder must have adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract.
Responsive Bidder	Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.

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

Town Engineer The Town's general engineering consultant and project manager for this contract: presently Kimley-Horn and Associates

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

TREE REPLACEMENT PROGRAM

and addressed to:

Town of Miami Lakes
15700 NW 67th Avenue
Miami Lakes, FL 33014
Attention: Town Clerk

Three copies of all Bids must be received by the Town no later than 2:00 p.m. on January 3, 2006.

- 1.04. **BID GUARANTY**- A certified or cashiers check drawn on a national or state bank, or bid bond, in a sum of \$5,000.00, shall accompany each Proposal as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to: The Town of Miami Lakes.
- 1.05. **PROPOSAL FORMS**- The Bidder shall submit an original Proposal. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Proposal shall include: 1) Proposal Form; 2) Certificate or Evidence of Insurance; 3) Bid Guarantee; 4) Qualifications Statement; 5) Public Entity Crime Form 6) any addenda; and 7) a Corporate Resolution evidencing Authorization to Submit Bid, if applicable.
- 1.06. **SIGNATURE ON PROPOSAL**- The Bidder shall sign the Proposal as follows: If the proposal is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall include in the proposal legal evidence of his/her authority to do so.
- 1.07. **COST OF PROPOSALS** - All expenses involved with the preparation and submission of Proposals to the Town or any work performed in connection therewith, shall be borne by the

Bidder(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s) prior to commencement of work as defined by a contract duly approved by the Town Council.

- 1.08. **QUALIFICATION OF BIDDERS-** Each Bidder shall submit a completed Qualification Statement utilizing the form attached.
- 1.09. **RIGHT TO REJECT PROPOSALS-** The Town reserves the right to reject any and all Bids, with or without cause, and to waive technical errors and informalities.
- 1.10. **AWARD OF CONTRACT-**
- 1.10.1. The Award of the contract will be to the lowest Responsive and Responsible Bidder, whose qualifications indicate the Award will be in the best interest of the Town and whose Proposal complies with the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidders are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes. Additional consideration shall be given with regard to previous engagements with the Town, past performance and experience with other contracts, comfort level with the project team and any other criteria deemed relevant by the Town.
- 1.10.2. If the Town accepts a Bid, the Town will provide a written notice of award to the lowest Responsive and Responsible Bidder, who meets the requirements of Section 1.10.1.
- 1.10.3. If the successful Bidder to whom a contract is awarded forfeits the Award by failing to meet the conditions of subsection 1.12, the Town may, at the Town's sole option, award the contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the Work.
- 1.10.4 The Town, at its sole discretion, may consider the lowest bidder as the bidder who has the lowest base bid or the lowest base bid plus alternate bid if an alternate bid is included in the documents.
- 1.11. **RETURN OF THE BID GUARANTY-** All Bid Guarantees of unsuccessful Bidders will be returned after the contracts are awarded and executed.
- 1.12. **EXECUTION OF CONTRACT-** The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the contract, deliver to the Town a fully executed contract and all requested certificates of insurance and bonds.
- 1.13. **FAILURE TO EXECUTE THE CONTRACT-** The failure of the successful Bidder(s) to execute a contract and submit required insurance certificates and bonds as specified in subsection 1.12 will result in forfeit of the Award. Each Bidder agrees in advance that the Town will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder will be retained by the Town, not as forfeiture or a penalty, but as liquidated damages.

- 1.14. **TIME AND AWARD-** The Bidder agrees to abide by the unit prices quoted in the Bid for up to 90 days from the date of bid opening to allow for the Town review, award and execute the contract.
- 1.15. **INTERPRETATION AND CLARIFICATION-** All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to the Town Manager at 15700 NW 67th Avenue; Miami Lakes, FL 33014. Interpretation or Clarifications considered necessary by the Town in response to such questions will be issued by means of addenda mailed or delivered to all parties recorded by Town as having received the Bid Documents. Written questions must be received no less than seven (7) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.
- 1.16. **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the Town.
- 1.17. **WITHDRAWAL OF A BID-** A Bidder may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened.
- 1.18. **OPENING OF BIDS-** Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.
- 1.19. **PUBLIC ENTITY CRIMES ACT-** In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.
- 1.20. **TOWN LICENSES, PERMITS AND FEES-** In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the contract are as follows:
- 1) Contractor shall have and maintain during the term of this contract all appropriate Town licenses. Fees for which shall be paid in full in accordance with the Town's Fee structure

for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.

2) During the performance of this contract there may be times when the Contractor will be required to obtain a Town permit for such work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of this contract. Any fees related to Town required permits in connection with this contract will be the responsibility of the Contractor and will be reimbursed by the town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

- 1.21. **INSURANCE.** The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Section 1.9 of the Contract. The Bidder shall include with his/her Proposal either Certificates of Insurance evidencing same or documentation from his insurer evidencing the insurability of the Bidder to meet the Insurance requirements.
- 1.22. **BONDS.** A Performance Bond for the entire base bid amount shall be required in connection with this contract.
- 1.23. **FAMILIARITY WITH LAWS-** The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.
- 1.24. **EXAMINATION OF BIDDER'S FACILITIES** - The Town as part of their evaluation may perform an examination of the Bidder's facilities. The Town Manager or a delegate of his appointment, as part of the evaluation, may perform this examination.

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

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

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 3

TREE REPLACEMENT PROGRAM
AGREEMENT/CONTRACT

THIS CONTRACT is made this 23 day of oct, 2006 by and between the Town of Miami Lakes, Florida (the "Town") and GROUNDKEEPERS, INC. (the "Contractor").

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

1. **SCOPE OF WORK-** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the Scope of Work for Public Works Miscellaneous Labor, as outlined in the Specifications in Section 5 to this Agreement, attached and incorporated herein as Section 5 (the "Work").
2. **COMPENSATION/PAYMENT-**
 - 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.
 - 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.
 - 2.3. The Contractor shall be compensated at the unit prices specified in the Proposal/Bid Form attached and incorporated herein as Section 4 based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$ 134,350.00 per year.
 - 2.4. The Contractor shall be compensated for approved Allowance Work based upon the Actual Work completed for the month, as specified in Specification 01020, Allowances, attached and incorporated herein as part of Section 5. The total compensation for Allowances shall not exceed \$5,000.00 per year.
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 one (1) year extensions (the "Options"). The Options may be exercised at the sole discretion of the Town Manager. Any extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor dated no later than 30 days prior to the date of termination.

4. **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.

5. **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 contract as follows:

5.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, 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, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

5.2. 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.

5.3. 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. The same care shall be exercised by all Contractor's and subcontractor's employees.

5.4. 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.

6. **INDEMNIFICATION**-

6.1. The Contractor shall indemnify and hold harmless the Town, its officers, agents and

employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Agreement, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

- 6.2. This indemnification obligation shall survive the termination of this Agreement.
- 6.3. The Contractor shall defend the Town or provide for such defense, at the Town's option.
- 6.4. The Town has provided specific consideration for the indemnification of \$100.00 from the sums due to the Contractor under this Agreement.
- 6.5. The 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 contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

7. **CONTRACT DOCUMENTS/CONTRACTOR'S EMPLOYEES -**

- 7.1. Contract Documents - The following documents shall, by this reference, be considered incorporated into and a part of this Agreement:

- Instructions to Bidders;
- Agreement/Contract;
- Proposal/Bid Form;
- Specifications;
- Cone of Silence;
- Addendum Acknowledgement Form;
- Anti Kickback Affidavit;
- Non-Collusive Affidavit;
- Sworn Statement on Public Entity Crimes;
- Supplement to Bid/Tender Form;
- Performance Bond;
- Notice of Intent to Award;
- Notice to Proceed;
- Planting Details;

7.2. Contractor's Employees -

7.2.1. The Contractor shall at all times have a competent 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. Contractor's employees shall be subject to a criminal background check, performed by the Town's police department.

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

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

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

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

8. **VEHICLES AND EQUIPMENT**- Contractor shall have on hand at all times clean 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.

9. **INSURANCE/BONDS** - 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:

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 \$1,000,000.00 each accident.

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.

- 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.
- 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.
- 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.
- 9.6. 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.

Letter of Credit

9.7. The Contractor has provided a Performance Bond to the Town attached and incorporated herein as Section 12. The Town shall have the right to utilize the bond should the Contractor default in the performance of the Work.

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.

11. **TERMINATION**-

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

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.

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.

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.

12. **CHOICE OF LAW**- This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.

13. **ATTORNEY'S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

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.

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 Subcontractor's records related to this Agreement for the



Cable Address: Telephone No. : Fax: Telex No.: S.W.I.F.T. :
 TRANSATBK (305) 377-0200 (305) 377-0117 WU 514085 TABKUS3M
 (305) 347-5224

Place: 48 East Flagler St., 2nd Floor
 Letters of Credit Department
 Miami, FL 33131 U.S.A.

IRREVOCABLE STAND BY LETTER OF CREDIT

Date of Issue: October 16, 2006

134,350.00		Credit number of issuing bank SBP-508	Date of Issue: October 16, 2006 advising number
Issuing Bank TransAtlantic Bank 48 East Flagler Street Miami, Fl. 33131		Applicant Groundkeepers, Inc. 8004 NW 154TH Street, #330 Miami Lakes, FL 33016	
Beneficiary Town of Miami Lakes 12240 SW 53rd Street Suite 511 Cooper City, FL 33330		Amount USD134,350.00(One hundred thirty four thousand three hundred fifty dollars and 00/100)	
		Expiry October 16, 2007	

Page 1/2

Project Title: Tree Replacement Program (the "Project")

Contractor: Groundkeepers, Inc.

Contract No. 044533074 dated October 13, 2006

State of Florida

County of Miami, Dade

Know all men by these presents: That by this Bond, we, Transatlantic Bank, of the City of Miami, County of Dade, and State of Florida, as Principal, and Groundkeepers, Inc., authorized, licensed and admitted to do business under the laws of the State of Florida to act, as Surety on bonds, as Surety, are held and firmly bound unto The Town of Miami Lakes, as Oblige, in the penal sum of One hundred thirty four thousand three hundred fifty dollars and 00/100 (\$134,350.00) for the payment whereof, the said Principal and Surety Bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

Whereas, the Principal has entered into a certain written Agreement with Oblige, dated the 13th date of October, 2006, for the construction of the Public Works Improvements (the "Contract") which Agreement is by reference made a part of this Bond.

Now, therefore, the condition of this obligation, is such that, if the said Principal shall faithfully perform said Agreement and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement, then this obligation shall be void; otherwise it shall remain in full force and effect.

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

- 1) Complete the Agreement in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completion of the Agreement in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Oblige elects, upon determination by Oblige and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Agreement in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts

Except so far as otherwise expressly stated, this Credit is subject to the Uniform Customs and Practice Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500.

TransAtlantic Bank
 Authorized Signer

TransAtlantic Bank
 Authorized Signer



Cable Address: Telephone No. : Fax:
TRANSATBK (305) 377-0200 (305) 377-0117
(305) 347-5224

Telex No.:
WU 514085

S.W.I.F.T. :
TABKUS3M

Place: 48 East Flagler St., 2nd Floor
Letters of Credit Department
Miami, FL 33131 U.S.A.

IRREVOCABLE STAND BY LETTER OF CREDIT

Date of Issue: October 16, 2006

134,350.00		Credit number of issuing bank SBP-508	advising number
Issuing Bank TransAtlantic Bank 48 East Flagler Street Miami, Fl. 33131		Applicant Groundkeepers, Inc. 8004 NW 154TH Street, #330 Miami Lakes, FL 33016	
Beneficiary Town of Miami Lakes 12240 SW 53rd Street Suite 511 Cooper City, FL 33330		Amount USD134,350.00(One hundred thirty four thousand three hundred fifty dollars and 00/100)	
		Expiry October 16, 2007	

Page 2/2

of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Oblige to Principal under the Agreement and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, successors, executors or administrators of the Oblige.

Except so far as otherwise expressly stated, this Credit is subject to the Uniform Customs and Practice Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500.

TransAtlantic Bank
Authorized Signer

TransAtlantic Bank
Authorized Signer

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.

16. **SEVERABILITY**- If a term, provision, covenant, or condition of this Agreement 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.
17. **WAIVER OF JURY TRIAL**. The parties knowingly, voluntarily, intentionally and irrevocably, waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
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.
19. **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to the 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 Town 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.
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.
21. **BACKGROUND CHECKS** - The Contractor will be responsible for maintaining current background checks on all employees and subcontractor's employees involved in the performance of this Agreement. Background checks must be performed prior to the performance of any Work by the employee under the Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
22. **CODE OF ETHICS** - Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112, Florida Statutes, and the Conflict of Interest and Code of Ethics Ordinances in Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

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.
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.
- 2.26 **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 Miami Lakes
15700 NW 67th Avenue
Miami Lakes, FL 33014
Attention: Town Clerk

Contractor:

Contractor: GROUNDKEEPERS, INC.
Address: 12323 SW 55TH STREET, SUITE 1007
COOPER CITY, FL 33330
Name and Title Andy Gonzalez, President
Telephone: 954-252-1488

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

Attest:

TOWN OF MIAMI LAKES

By: Debra Castro
Town Clerk

By: Wayne Slaton
Wayne Slaton, Mayor

By: [Signature]
Weiss Seyota Helfman Pastoriza Cole & Boniske, P.A.
Town Attorney

Signed, sealed and witnessed in the presence of:

As to Contractor:
Groundkeepers, Inc.

By: [Signature]

By: [Signature]

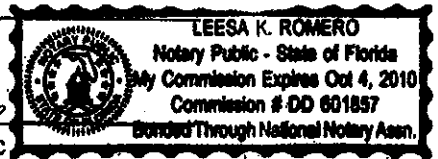
STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of October, 2006, by Andy Gonzalez, President of Groundkeepers, Inc., who is (check one) [] personally known to me or [] has produced _____ as identification.

[Signature]
Notary Public, State of Florida

My commission expires: Oct. 4, 2010

Leesa K. Romero
Print or Type Name of Notary Public



(*) 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 SECTION

TOWN OF MIAMI LAKES

SECTION 4

TREE REPLACEMENT PROGRAM
PROPOSAL/BID FORM


Proposal of GROUNDKEEPERS, INC.
(name)
12323 SW 55TH STREET, SUITE 1007, COOPER CITY, FL 33330
(address)

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

"Tree Replacement Program"

TO: Town of Miami Lakes
15700 NW 67th Avenue
Miami Lakes, Florida 33014
Attention: Town Clerk

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

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, Agreement/Contract, Proposal/Bid Form, Specifications, Cone of Silence, Addendum Acknowledgement Form, Anti Kickback Affidavit, Non-Collusive Affidavit, Public Entity Crime Form, Supplement to Bid/Tender Form, Performance Bond, Notice of Intent to Award, Notice to Proceed, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to timely execute a contract with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools,

apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

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

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to Town within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Town all rights and remedies set forth in the Instructions to Bidders.

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

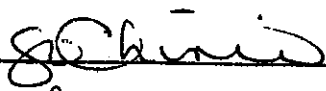
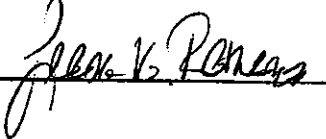
It is intended that all Work to be performed under this Proposal shall commence approximately 30 days after contract execution.

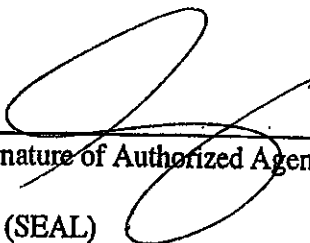
In no event shall Town be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. _____

Bidder's Occupational License No. 324-0008416

WITNESS

By: 
Signature of Authorized Agent
(SEAL)

PROPOSAL/BID FORM

The following Bid Proposal is presented to assist the Town in evaluating the Bid. The Total Bid Amount will include all items and quantities per the bid form and as described in the Section 5 of the Bid Documents (Specifications). Payment shall be made on the basis of Work actually performed and completed on an annual basis. This program shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this program upon the same terms and conditions for up to two (2) additional one (1) year extensions. All annual and unit pricing must reflect costs to the Town that are valid for the full three (3) year period and the optional (2) additional one (1) year extensions. Price increases will not be authorized by the Town.

TOTAL BASE AMOUNT \$ 134,350.00 (per year) / \$403,050.00 (complete 3 yr period)

TOTAL BASE BID AMOUNT (IN WORDS) ONE ^{all} Four Hundred Thirty Four Thousand,

Three Hundred Fifty Dollars (per yr) / Four Hundred Three Thousand, Fifty Dollars (3 yr period)

Taxpayer Identification Number: 74-3055634

BIDDER: GROUNDKEEPERS, INC.

(Signature of Authorized Representative)

Andy Gonzalez, President

PROPOSAL/BID FORM (ADDENDUM 1)

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

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity Per Year</u>	<u>UNIT</u>	<u>Unit Price</u>	<u>Annual Value</u>
P-1	Live Oak, Florida No. 1 Container Grown Tree, 10'-12' Height, 2"-2½" Caliper, 5'-6' Clear Trunk, 4'-5' Spread	50	EA	159.00	\$7,950.00
P-2	Live Oak, Florida No. 1 Container Grown Tree, 12'-14' Height, 3" Caliper, 5'-6' Clear Trunk, 4'-5' Spread	50	EA	200.00	\$10,000.00
P-3	Live Oak, Florida No. 1 Container Grown Tree, 14'-16' Height, 4"-4½" Caliper", 5'-6' Clear Trunk, 8'-10' Spread	50	EA	350.00	\$17,500.00
P-4	Live Oak, Florida No. 1 Container Grown Tree, 14'-16' Height, 5"-5½" Caliper, 5'-6' Clear Trunk, 8'-10' Spread	50	EA	650.00	\$32,500.00
P-5	Ficus Hedge, 2½' Height, 3 Gallon, Full 24"	3,500	EA	6.00	\$21,000.00
P-6	Podocarpus, 2' Height, 3 Gallon, Full, 24" O.C.	3,500	EA	7.00	\$24,500.00
P-7	Live Oak, Florida No. 1 Container Grown Tree, 10'-12' Height, 2"-2½" Caliper, 5'-6' Clear Trunk, 4'-5' Spread	100	EA	159.00	\$15,900.00
A-1	Allowance	1	LS	5000.00	\$5,000.00

TOTAL ANNUAL BID AMOUNT

\$ 134,350.00

TOTAL ANNUAL BID AMOUNT

(IN WORDS) ONE HUNDRED-THIRTY FOUR THOUSAND, THREE HUNDRED-FIFTY

Pay Item Foot Note:

Pay Item P-6 – The Majority of the Podocarpus hedge will be planted the fence Line of the Royal Oaks Park located in the Town of Miami Lakes.

Pay Item P-7 – The Town of Miami Lakes will be providing these trees to their Residents in the containers. The contractor shall deliver these trees to The Town in their containers for the Town to distribute to the residents. The contractor shall be prepared to deliver these trees to one of the

Town's parks in two separate deliveries and these two deliveries may be on two separate days.

Note: This program shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this program upon the same terms and conditions for up to two (2) additional one (1) year extensions. All annual and unit pricing must reflect costs to the Town that are valid for the full three (3) year period and the optional two (2) additional one (1) year extensions. Price increases will not be authorized by the Town.

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 5

TREE REPLACEMENT PROGRAM
SPECIFICATIONS INDEX

<u>DESCRIPTION</u>	<u>PAGE</u>
Allowances	21
Tree Planting	24

ALLOWANCES

PART 1 SCOPE OF WORK

1.01 DEFINITION

- A. 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 in accordance with the contract documents.

1.02 ALLOWANCE ACCOUNT

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

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

A. Engineer's Duties:

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

B. Contractor's Duties:

- 1 Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.

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

1.04

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

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

1.05

ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.

- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, additional services, 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. For payments for off-duty police officers, The Town will reimburse the direct cost for off-duty police officers if the off-duty police officer is required by Town ordinance or is requested by the Town.
- C. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

END OF SECTION

TREE PLANTING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. The work to be done under this section of the specifications consists of furnishing all labor, machinery, tools, apparatus, means of transportation, supplies, equipment, materials, services and incidentals necessary to install trees throughout the Town of Miami Lakes. The bid form indicates an anticipated amount of trees required. Tree locations will be provided by the Town on an as needed basis. Construct and complete all work as indicated on the plans and in the specifications, as well as all other related responsibilities, including all changes and repairs incident thereto.
- B. The work shall include, but not be limited to, furnishing material, root pruning and tree/palm relocations where required, layout, protection to the public, maintenance of traffic, excavation, installation, backfilling, fertilizing, mulching, staking and guying where required, watering, pruning, weeding, mowing, cleanup, maintenance and guarantee.
- C. Quantities and Locations: The Owner reserves the right to adjust the number and locations of the designated types and species to be used at any of the locations shown in order to provide for any modifications which might become desirable to the Town.
- D. Investigation of Subsurface Conditions: The Contractor shall be responsible for making on site surface and subsurface investigations and examinations as he or she chooses in order to become familiar with the character of the existing material and the construction conditions under which he or she will work. These investigations and examinations shall be included in the bid. The Contractor shall not receive separate, additional compensation for this work.
- E. Excavation Related to Inadequate Drainage: Some or all work areas may contain existing materials such as, but not limited to, concrete, peat layer, limerock, and it may even be compacted. This material and any compacted material may interfere with adequate vertical drainage and/or proper plant survival and growth. Removal of this material, in order to have adequate vertical drainage, is part of the scope of work for the project. Therefore, the subsurface investigations and examinations are necessary in order to determine the extent of removal and excavation required above and beyond the minimum requirements indicated in these specifications, under the heading of "Excavation of Plant Holes", which is in PART 3. Compensation for any removal and excavation required above and beyond the minimum requirements indicated, including any additional planting soil needed in order to fill the larger excavated area, shall be included in the bid. The Contractor shall not receive separate, additional compensation for this work.
- F. No separate, additional compensation will be granted because of any unusual difficulties which may be encountered in the execution of any portion of the work, including traffic control and maintenance of traffic.
- G. The plans are not complete unless accompanied by the specifications.

1.02 QUALITY ASSURANCE

A. The Owner shall have the right, during any phase of the work operations, to reject any and all work and materials which do not meet the requirements of the plans and specifications. Rejected work and materials shall be immediately removed from the project area and replaced with acceptable work and material within seven (7) calendar days or as approved by the Owner.

B. Standards:

1. Authority for Nomenclature, Species, Etc.:

a. All plant material shall conform to the names given in "Standardized Plant Names," 1942 edition, prepared by the American Joint Committee on Horticultural Nomenclature. Names of varieties not included therein conform generally with names accepted in the South Florida nursery trade.

2. Grade Standards:

- a. All plant material shall be nursery grown and shall comply with all required inspections, grading standards and plant regulations as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2", or with any superseding specifications that may be called for on the plans or in the specifications and as established by the Turfgrass Producers Association of Florida, Inc. All plants not listed in the "Grades and Standards for Nursery Plants," shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, and (5) heavily branched and densely foliated according to the accepted normal shape of the species or sport.
- b. Exception to "Grades and Standards": Any section of Florida Department of Agriculture's "Grades and Standards" which allows nails or spikes in the trunks of trees or palms shall be excluded from these specifications. These specifications prohibit nails and spikes in trunks.
- c. All plant material shall be free of noxious weeds both above and below ground, including nut grass.

C. Requirements for Various Plant Designations:

1. Balled and Burlapped (B&B) and Wire Balled and Burlapped (WB&B) Plants:

- a. Only burlap and other wrapping materials made of natural, biodegradable materials shall be used.
- b. These plants shall be properly protected until they are planted. The plant shall be handled only by both the trunk and rootball at the same time and not by the trunk only. Any B&B

or WB&B plant which shows evidence of having been handled by a method other than the method outlined above, and resulting in damage to the plant such as a cracked or broken rootball or the roots that have been loosened within the ball, shall be rejected.

- c. For plants grown in soil of a loose texture, which does not readily adhere to the root system, especially in the case of large plant material, wired B&B plants shall be used. For WB&B plants, before the plant is removed from the hole, hog wire with approximately 1- to 1½-inch openings or a Kerr's wire basket (Vermeer standard, caretree standard, caretree truncated or clegg) shall be placed around the burlapped ball and looped and tensioned until the burlapped ball is substantially packaged by the tightened wire netting, such as to prevent disturbing of the loose soil around the roots during handling.

2. Container-Grown Plants (CG):

- a. Any Container-Grown (CG) plants which have become "pot bound" or "root bound" for which the top system is out of proportion (larger) to the size of the container, will not be accepted.
- b. CG plants shall not be removed from the can until immediately before planting, and with all due care to prevent damage to the root system.

3. Specimen Plants (Florida Fancy):

- a. When specimen or Florida Fancy plants are called for, they will be labeled as such on the plans.

D. Inspections:

1. Inspection at the growing site does not preclude the right of rejection at the project site.
2. Inspections shall be requested in writing 48 hours in advance by the Contractor.
3. The fact that the Owner has not made an early inspection and discovery of faulty work or of work omitted, or of work performed which is not in accordance with the contract requirements, shall not bar the Owner from subsequently rejecting such work.
4. The Owner's on-site observations or inspections shall be only for the purpose of verifying that plans and specifications are being implemented properly. The Owner's on-site observations or inspections are not for safety on or off the job site. Also, these on-site observations or inspections are not intended to take charge, direct, run, or manage the implementation of the plans and specifications or take charge, direct, run or manage the implementation of the plans and specifications or take charge, organize or manage the Contractor while performing the scope of work indicated in the plans and specifications.

1.03 DELIVERY, HANDLING, STORAGE AND SUBMITTALS

A. Delivery and Handling:

1. Movement of nursery stock shall comply with all Federal, State, and local laws, regulations, ordinances, codes, etc.
2. The Contractor shall be responsible for protecting plant material from adverse environmental conditions during all phases of delivery and storage. Further, the Contractor shall be responsible for protecting plant material from any and all damage, theft, or deterioration of health or appearance during all phases of delivery and storage.
3. Transport materials on vehicles large enough to allow plants to not be crowded and damaged. Plants shall be covered to prevent wind damage during transit.

B. Submittals:

1. Written request for approval to substitute a material's plant designation (B&B, WB&B, CG, etc.), type, grade, quality, size quantity, etc., due to the non-availability of the material specified shall be submitted within 14 calendar days after the pre-construction conference. Approval shall be given by the Owner before the material is delivered and installed on the project.
2. Any request for the approval of "or equal" shall be in writing. Requests shall be submitted within 14 calendar days after the pre-construction conference. Approval shall be given by the Owner before the material is delivered and installed on the project.
3. Submit prints of shop drawings for any special conditions not covered in the details indicated. This shall be for approval by the Owner before they are installed on the project.
4. If requested by the Owner, submit a written schedule of sources or suppliers of all materials for inspection and approval by the Owner before they are delivered and installed on the project.
5. Submit a letter from the approved sources or suppliers guaranteeing and certifying that all *Cocos nucifera* "Green Maypan" or *Phoenix dactylifera* "Medjool" are true to their species.
6. Submit a sample and analysis of all planting soil types for approval by the Owner before the material is delivered and installed on the project.
7. Submit a sample certification and analysis of mulch for approval by the Owner before the material is delivered and installed on the project.
8. Submit copies of the manufacturer's specifications or analysis for all fertilizer including data substantiating that proposed materials comply with specified requirements. This shall be for approval by the Owner before the material is delivered and installed on the project.

9. Submit prints of shop drawings for all staking and guying methods to be used if the ones indicated in the plans, specifications or other referenced documents are not to be implemented. The Owner's approval will be required on all shop drawings of staking and guying methods before they are implemented in the project.
10. Submit on an as needed basis, a schedule of spraying and dusting materials to be used to control pests and disease infestation, the reason for their use and the method to be used to apply the materials and the method of application before it is delivered and used on the project. Also, if requested by the Town or Owner, the Contractor shall furnish documentation that the implementation of these control measures for pests and disease infestation is in strict compliance with all Federal and local regulations, and manufacturer's labeling.

1.04 SUBSTITUTIONS

- A. When the specified type, grade, quality, size, quantity, etc., of a material is not available, the Contractor shall submit a written request, to the Owner, of a substitution along with written, documented proof that the specified (B&B, WB&B, CG, etc.) type, grade, quality, size, quantity, etc. of a material is not available. The Owner shall approve all substitutions before they are delivered and installed. Do not deliver and install any material which is anticipated to be a substitute before it has been submitted in writing and approved as a substitute by the Owner. Also, any changes, if any, to the contract amount because of an approved substitute, shall be established in writing between the Town and the Contractor before the material substitute is delivered and installed on the project.

1.05 GUARANTEE

- A. The guarantee shall not begin until the day final acceptance of installation is given.
- B. All landscape elements and plant material, shall be guaranteed for 365 days from the time of final acceptance.
- C. The guarantee shall be null and void for plant material which is damaged or dies as a result of "Acts of God" limited to hail, freeze, lightning, sustained winds that reach hurricane force (75 MPH) measured ten feet above the ground, and lethal yellowing, providing the plant was in a healthy growing condition prior to these "Acts of God".
- D. An inspection may be made at the end of, but prior to the last day of the guarantee period.
- E. Florimulch: If Florimulch is used in the installation, a written statement must be submitted prior to the installation of the mulch, that guarantees there will not be any germination of Melaleuca seed which may be present in the mulch.

1.06 REPLACEMENT

- A. The guaranteeing of plant material shall be construed to mean the complete and immediate

replacement of plant material within 10 calendar days if it is:

1. Not in a healthy growing condition and thus renders it below the minimum quality indicated in the specifications.
 2. There are questions to its ability to survive after the end of the guarantee period that would render it below the minimum quality indicated in the specifications.
 3. It is dead.
 4. The contractor shall be responsible to replace all material stolen from site until final acceptance of installation, unless acceptance in stages is agreed upon by owner in advance at time of contract signing.
- B. The 10 calendar days may be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the Owner in advance. The extended time shall be negotiated between all parties concerned, but must receive final approval by the Owner.
- C. Size, Quality and Grade:
1. Replacement plant material shall be of the same species, quality and grade as that of the original specifications of the plant to be replaced. The size of the replacement shall not be necessarily be the same size as the original specified plant at its initial planting. If the plants of like species, size, grade are larger than originally planted, then the replacement shall match this larger size. In no case shall replacements be smaller than the original size.
 2. Replacements shall be guaranteed for a period equal to the originally specified guarantee. This guarantee period shall begin at time of acceptable replacement.
 3. The Contractor shall be responsible for watering the replacement for 42 calendar days after planting.
 4. A sum sufficient to cover estimated costs of possible replacements, including material and labor, traffic control and protection, will be retained by the Town and paid to the Contractor after all replacements have been made and approved by the Owner, though final payment to the Contractor shall not relieve he or she of the guarantee obligations.

1.07 PLAN AND SPECIFICATION INTERPRETATION

- A. On the plans, figured dimensions shall govern over scaled dimensions. If any error or discrepancy is found in the plans and specifications, the Contractor shall refer the same to the Owner for review.

1.08 UNIT PRICES

- A. Bidder shall furnish to the Town and the Owner a unit price breakdown for all materials as

itemized in the bid sheets. The Owner or the Town may, at their discretion, add to or delete from the materials utilizing the unit price breakdown submitted to and accepted by the Town. Unit prices shall be valid for one year from approval of contract or for the duration of the project, whichever is greater.

PART 2 MATERIALS

2.01 PLANT MATERIAL

- A. All plant material shall be no less than Florida No. 1, or better, at the time of installation and final acceptance.
- B. Habit of Growth: All plant material shall have a habit of growth that is normal for that species and shall be sound, healthy, vigorous and free from insects, plant diseases and injuries.
- C. Measurement of Trees, Palms, Shrubs & Ground Cover:

1. Trees, Shrubs and Ground Cover:

- a. Rootball: Requirements for the measurement of rootball diameter and depth shall comply with requirements as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2" and as listed herein.

CALIPER	MINIMUM BALL DIAMETER	MINIMUM ROOTBALL DEPTH
1" - 1.5"	16"	75% of diameter
1.5" - 1.75"	20"	65% of diameter
1.75" - 2"	22"	65% of diameter
2" - 2.5"	24"	65% of diameter
2.5" - 3.5"	26"	65% of diameter
3.5" - 4"	28"	65% of diameter
4" - 4.5"	30"	60% of diameter
4.5" - 5"	32"	60% of diameter
5" - 5.5"	34"	60% of diameter
5.5" or more	Increase in proportion	Up to 48", then decrease in proportion for larger size diameter

- b. Height: The height of plant material shall be measured from finish grade and continue up to where the main mass of the plant uniformly ends. The height shall not include any singular or isolated parts of the plant, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the plant.
- c. Width: The width of plant material shall be measured from one side of where the main

mass uniformly ends and continue to the other side of where the main mass of the plant uniformly ends. The width shall not include any singular or isolated parts of the plant, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the plant.

- d. Caliper: The caliper of tree trunks shall be measured three feet (3') above the ground unless another method of measurement is indicated otherwise on the plans.
2. Palms: Requirements for the measurement of clear trunk, clear wood, gray wood, rootball diameter and depth shall comply with requirements as set forth in Palm Measurement Detail in the Contract Documents
- D. All sizes shown for plant material on the plans are to be considered as minimums. All plant material must meet or exceed these minimum requirements for height, spread, etc. as indicated on the plans. When plant sizes are specified as a range of size, installed material shall average the mean of the range specified.
- E. Die-Back and Leaf-Drop: Plant material showing signs of die-back or leaf-drop will not be accepted and must be removed from the project immediately if so directed by the Owner. Therefore, any plant material with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to relocation.
- F. Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning shall not effect more than 10% of the total foliage prior to planting on the project. Loss of foliage caused by seasonal change will be accepted.
- G. Spanish Moss: If Spanish Moss (*Tillandsia useoides*) exists on plant material, it shall be completely removed prior to planting on the project.

H. Palms:

1. Before Transporting: See "Delivery and Handling" for requirements related to wrapping of root balls.
2. Remove a minimum of fronds from the crown of the palms to facilitate transporting and handling. Tying of palms shall be at the option of the Contractor.
3. To reduce head volume, Palm fronds may be taper-trimmed by not more than one-third (1/3).
4. Palms with burn marks and frond boots on trunk will not be accepted. Frond boots shall be removed unless specified to remain.
5. Palms showing cable or chain marks and equipment scars shall be rejected.

- I. Plant material shall not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
- J. Root pruning of plant material, when required by the Owner, shall be done a minimum of four (4) weeks or for a period as determined by the Owner, prior to planting at the project. Prior to root pruning, the Contractor shall give 48-hour advance notice to the Owner advising of the date to root prune any plant material. This shall allow for any inspections during or after the root pruning, if necessary.

2.02 TOPSOIL AND SAND

- A. Topsoil for use in preparing soil for backfilling plant pits shall be twenty percent (20% muck and eighty percent (80%) sand and be fertile, friable, and of a loamy character, without mixture of subsoil materials, and obtained from a well-drained, arable site. It shall contain three (3) to five (5) percent decomposed organic matter and shall be free from heavy clay, coarse sand, stones, lime, lumps, plants, roots or other foreign materials, or noxious weeds. It shall not contain toxic substances, which may be harmful to plant growth. PH range shall be 5.0 to 7.0 inclusive.
- B. Sand shall be coarse, clean, well draining native sand. Contractor shall submit results of soil tests for topsoil and sand proposed for use under this contract for approval by the Owner.

2.03 WATER

- A. The Contractor is responsible to ascertain the location and accessibility of a potable water source. The Contractor is responsible for distribution of water to the areas of planting. If there is no source of potable water available at the job site approved for use, then the Contractor shall be responsible for bringing in a water truck or tank for hand watering. If during the planting, water availability previously agreed to, is curtailed, the Contractor shall notify, in writing within 24 hours, the Town of the condition and, if the Contractor deems necessary, his or her intent to cease work until water is restored. For plants already installed prior to cut-off of water availability, the Contractor shall continue to be responsible for providing water as required by specifications.

2.04 WEED BARRIER CLOTH

- A. Weed barrier cloth shall be a woven, needle-punched polypropylene, 28 mil thickness, 22 x 11 substrate, with combined substrate and fiber weight of 4.8 ounces per square yard, 25 gallons per square foot per minute permeability, 2500 carbon arc hours UV protection, Pro 5 Weed Barrier by DeWitt or equal (1-800-888-9669).

2.05 FERTILIZER

- A. Submit copies of the manufacturer's specifications or analysis of all fertilizer for approval, and/or the labeling required by the Florida Department of Agriculture.
- B. Type of Fertilizer:

1. Palms: LESCO 13-3-13 Palm Special or equal.
2. Trees, Shrubs, Groundcover & Sod: Shall be a granular fertilizer having an analysis of 6-6-6 derived from the following sources:

Total Nitrogen		6.0%
Derived from activated sludge	0.75%	
urea-form, sulfur-coated urea		
and potassium nitrate		
Ammoniac	0.00%	
Water soluble	5.00%	
Water insoluble	0.25%	
Phosphoric Acid		6.0%
Derived from triple super		
phosphate		
Water soluble potash		6.0%
Derived from Sulfate of Potash		
Magnesium, Potassium Nitrate,		
Sulfate of Potash, and activated		
sludge		
Total Magnesium		2.41%
Water soluble: Derived from	2.41%	
Sulfate of Potash Magnesium		
Total Manganese		0.77%
Derived from Manganous		
Oxide		
Total Boron		0.02%
Derived from Sodium Borate		
Total Copper		0.07%
Derived from Copper Oxide		
Total Zinc		0.08%
Derived from Zinc Oxide		
Total Iron		1.00%
Derived from Iron Oxide and		
Ferrous Sulfate		
Total Chlorine		2.00%

- C. **Composition and Quality:** All fertilizer shall be uniform in composition and dry. Granular fertilizer shall be free flowing and delivered in unopened bags. All bags, containers or boxes shall be fully labeled with the manufacturer's analysis.
- D. All shall comply with the State of Florida fertilizer laws.

2.06 STAKING AND GUYING

- A. Staking and guying shall not be attached to the plant material with nails. Any method of staking and guying, other than those indicated in the details, shall receive approval from the Owner prior to their installation. Refer to the heading "Setting of Plants", which is in PART 3 of these specifications, for additional information.
- B. The Contractor is responsible for performing all staking and guying in accordance with all applicable regulation, ordinances and code requirements from the appropriate local jurisdiction the project is located in.

2.07 TREE ROOT BARRIERS

- A. 18" and 24" tree root barriers shall be black, injection molded panels with a minimum of 0.080" wall thickness in modules 24" long; manufactured with a minimum 50% post consumer recycled polypropylene plastic with added ultraviolet inhibitors. Each panel shall have: not less than 4 molded integral vertical root deflecting ribs, a double top edge, a minimum of 9 anti-lift ground lock tabs and an integrated zipper joining system. 18" and 24" deep tree root barriers shall be #UB 18-2 and #UB 24-2 by Deep Root Partners, LP or approved equal (1-800-458-7668).
- B. 36" and 48" tree root barriers shall be black polyethylene extruded panels with added ultraviolet inhibitors and a minimum of 0.080" wall thickness in modules 24" long. Each panel shall have: not less than 4 molded integral vertical root deflecting ribs, a double top edge, a minimum of 9 anti-lift ground lock tabs and a self-joining system. 36" and 48" deep tree root barriers shall be #UB 36-2 and #UB 48-2 by Deep Root Partners, LP or approved equal (1-800-458-7668).
- C. The Contractor is responsible for installing all tree root barriers in accordance with the manufacturer installation standards.

2.08 MULCH

- A. Mulch shall be 100% Double Shredded Cypress Mulch, Grade A.

2.09 COMPOST

- A. Compost shall be composed primarily of thoroughly decomposed vegetative matter with no more than 40% by volume or weight of non-vegetative materials such as glass or plastic. Particle size of 3/8" or less, bulk density of 20 - 30 lbs.; moisture content 25% - 35%.

- B. The Contractor shall submit a sample of the material and as analysis of the composition of the materials (percent of each) for review and approval of the owner.

PART 3 EXECUTION

3.01 INSPECTION

- A. Prior to the work, carefully inspect the site conditions and verify that all such work and site conditions are suitable for this installation to properly commence.
- B. Start of work shall imply acceptance of the site conditions.
- C. Utilities (overhead and underground)
 - 1. The work area may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. The location of some of these existing utilities have been indicated on the plans. However, no guarantee is implied that the plans are accurate or complete. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any work that could result in damage or injury to persons, utilities, structures or property. The Contractor shall call Sunshine State One Call and other appropriate agencies to determine the locations of existing utilities. The Contractor shall make a thorough search of the site for utilities, structures, etc., before work is commenced in any particular location. The Contractor is responsible for any and all claims resulting from the damage caused by him.
 - 2. Should utilities, structures, etc., be encountered which interfere with the work, the Owner shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction.
 - 3. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the Owner. Requests for disconnection must be in writing and received by the Owner at least 72 hours prior to the time of the requested interruption.

3.02 GRADES

- A. It shall be the responsibility of the Contractor to provide the final grading so the final level for planting areas conforms to surrounding grades and is at the proper elevation with relation to walks, paving, drain structures and other site conditions, unless indicated otherwise on the plans.
- B. Plant Areas Next to Pavement: All planting areas next to or in pavement areas, such as, but not limited to, curbs, roads drives, walks, terraces, decks and slabs shall be set so that the top of the mulch is one-inch (1") below the top of the pavement area or as indicated otherwise on the plans,

and the top of sod is one-inch (1") below top of pavement area, measured from the top of pavement to the top of grass blades after mowing.

3.03 HERBICIDE TREATMENT

- A. In all areas infected with weed and/or grass growth, a systemic herbicide, such as "Roundup", shall be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide shall be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor shall schedule his work to allow more than one application to obtain at least 98% kill of undesirable growth. Once the existing vegetation is dead, excavate and haul to a legal dumpsite the vegetation and the top two-inches (2") of existing soil/sand. The Contractor shall exercise extreme care to prevent damage to desirable existing growth. If necessary, the Contractor shall conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

3.04 PREPARATION

- A. **Staking Plant Locations:** Stake or mark plant material locations prior to plant hole excavation, based on information from the plans.
- B. **Spacing of Ground Cover and Shrubs:** The location of a planting bed (shrub or groundcover) next to another bed, walkway, structure, etc., shall have the plants along the perimeter spaced so that the plants can mature properly without growing into the other bed, walkway, structure, etc.
- C. **Sub-surface Conditions:** Some or all work areas may be compacted and/or contain existing material such as limerock which may interfere with adequate vertical drainage and/or proper plant survival and growth and therefore removal of this material is part of the scope of work for the project. The Contractor shall be responsible for insuring adequate drainage in these areas and shall remove this existing material, as required, by such means as augering, drilling or rototilling. Therefore, the Contractor shall be required to perform additional excavation on the holes for all palms and trees. This additional excavation shall be to a depth beyond the required excavation depth indicated below for the holes, in order to insure proper vertical drainage necessary for plant survival and growth. For this required additional excavation, refer to the detail on the plans entitled "Drainage Hole Detail for All Palms and Trees".
- D. The Contractor shall remove all existing concrete, asphalt concrete and rocks over four inches in diameter, above and below grade in planting pits, from areas to be landscaped.
- E. **Excavation of Plant Holes:**
 - 1. **General:**
 - a. Excavation of plant holes shall be roughly cylindrical in shape with the sides approximately vertical. The Owner reserves the right to adjust the size and shape of the plant hole and the location of the plant in the hole to compensate for unanticipated structures or unanticipated factors which are a conflict.

- b. The excess excavated material from the plant holes shall not be used to backfill around the plant material. Such material shall be disposed of off site at the expense of the Contractor.

2. Trees and Palms:

- a. Depth of hole shall be equal to the rootball depth plus eight (8") inches, unless further depth is required to provide adequate drainage as per 3.04C.
- b. Diameter of hole shall be as following:

ROOTBALL DIAMETER	HOLE DIAMETER
12" or less	Ball diameter + 12"
13" - 24"	Ball diameter + 18"
25" - 60"	Ball diameter + 24"
61" or greater	Ball diameter + 35"

3. Shrubs:

a. Singular Plants:

- 1) Depth of hole shall be equal to the rootball depth plus eight (8") inches.
- 2) Diameter of hole shall be as following equal to the rootball plus 12" inches.

b. Mass Planting (two or more together) Planted 24 Inches on Center or Less:

- 1) Depth shall be equal to the rootball depth plus eight (8") inches.
- 2) Diameter: Shrub material in mass shall not be planted in individual holes but rather in one continuous hole or excavation for the entire mass.

c. Mass Planting (two or more together) Planted 30 Inches on Center or More:

- 1) Depth and diameter of hole shall be same as for singular plants as indicated in item a., above

3.05 INSTALLATION

A. Setting of Plants:

- 1. Plant material shall be planted at their natural and original planting level prior to their placement on this project. When lowered into the hole, the plants shall rest on the prepared hole bottom such that the surface roots at the top of the rootball are level or slightly below the level of the surrounding final grade after settlement. The practice of plunging, burying or planting any plant material such that the surface roots at the top of the rootball are below the level of the surrounding final grade, will not be permitted unless it is indicated otherwise in

these specifications, details or it is approved in writing by the Owner prior to such action being taken. The plants shall be set straight or plumb or normal to the relationship of their growth prior to transplanting. The Owner reserves the right to realign any plant material after it has been set.

2. *Roystonea sp.* and *Cocos sp.*, if approved by the Owner, may be set deeper than the depth of their original growing condition in order to lessen the necessity for support or bracing. For such deeper planting, however, it will be required that the underlying soil be friable. The clear trunk requirements set forth in the plant list shall be maintained from the finished grade and not from the previous grade of the palm tree before it was planted.
 3. Plant material too large for hand handling, if moved by winch or crane, must be thoroughly protected from chain, rope or cable marks, girdling, bark slippage, limb breakage and any other damage that might occur by improper handling or negligence.
- B. Backfilling: Use soil prepared as described in section 2.04. Backfill the bottom two-thirds (2/3) of the planting hole and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two-thirds (2/3) of the hole, thoroughly puddle with water and fill remaining one third of the hole with planting soil, tamping and watering to eliminate air pockets.
- C. Application of Fertilizer:
1. Royal Palms: 10 pounds per palm
 2. Medjool Date Palms: 5 pounds per palm
 3. Coconut Palms: 10 pounds per palm
 4. Existing trees and Palms to be transplanted: Root-prune trees prior to transplanting. Drench root ball once per week with a soluble fertilizer having a 20-20-20 analysis at manufacturer's recommended rate. One month after transplanting, add one (1) pound of 6-6-6 fertilizer per inch of trunk caliper to trees, and one (1) pound of LESCO 13-3-13 fertilizer per inch of trunk for palms.
- D. Apply fertilizer palms and trees three (3) weeks after planting.
- E. Fertilizer for large trees and palms that require five (5) pounds or more of fertilizer shall have the fertilizer placed as follows:
1. Place fertilizer evenly spaced at the edge of the root ball into holes poked in the soil to a depth that allows the fertilizer to be poured below the root zone of adjacent shrubs and grass, to avoid burning of these plants.
- F. Water plants and sod thoroughly two days prior to applying fertilizer, and wash fertilizer off plant leaves immediately after fertilizing.

G. **Mulch:** Within 24 hours after planting, planted areas must be mulched as called for in these specifications. The mulch shall be uniformly applied to a depth of approximately one inch, or other depth as indicated otherwise, over all shrub and ground cover areas, (except *Wedelia*) and in three-foot (3') diameter circles around trees and palms in sod areas and any other areas indicated on the plans. Keep mulch back one (1") inch from trunks or stems.

H. **Staking and Guying:**

1. As indicated on the details.
2. The contractor shall remove and dispose of materials when it is determined that sufficient time has elapsed for the plants roots to stabilize the plant, and as approved by the Owner.

J. **Watering After Planting:**

1. Initially, water the plant material to develop uniform coverage and deep water penetration of at least six inches. Avoid erosion, puddling, and washing soil away from plant roots.
2. Provide continuous watering of plant material and sod after planting in order to achieve optimum growth conditions to establish plants. Water shall be applied as necessary and the amount of water and frequency of watering shall be based on the specific needs of each plant type, the time of year, amount of rainfall and other environmental conditions it is exposed to. This watering shall begin after the plant is planted and continue until final acceptance or for a minimum of sixty (60) consecutive calendar days, whichever is greater in time. All trees and palms shall be hand-watered during this period. Do not rely on the irrigation system to achieve this task. It cannot deliver the volume of water required, without flooding areas beyond where water is needed and/or over-watering other landscape material. Shrubs and ground cover may be watered by using the irrigation system. Supplemental watering of shrubs by hand may be required during the establishment period, at no additional cost. *New* sod shall be hand-watered on top immediately after placing and rolling, and once daily for one (1) week afterwards.
3. If there is no source for water available at the project, then the Contractor shall be responsible for supplying water for hand watering by means of a truck or tank.
4. Canopy watering of existing, transplanted trees may be required at the discretion of the Owner, using misting heads on PVC risers to cover entire canopy. Operate by hand or on a time clock to spray as required to keep soil at root ball from getting too wet.

K. **Pruning and Thinning:**

1. The amount of general pruning and thinning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operations. Pruning and thinning shall be done in such a manner as not to change the natural habit or shape of a plant. The Owner shall be contacted prior to performing any major pruning and thinning. The Owner may elect to be present during any pruning and

thinning.

2. All broken or damaged roots shall be cut off smoothly.
3. "Hat racking" shall only be allowed at the written approval and direction of the Owner.

L. Weeding:

1. In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten plant material, they shall be removed. This condition shall apply during the construction, maintenance and guarantee periods.
2. If necessary, the plant material, mulch, sand and/or planting soil shall be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.

M. Removal of Plant Material: All plant material to be removed shall be removed completely, including the rootball, from the job or as directed by the Owner. The remaining hole shall be filled with suitable material or planting soil as directed by the Owner.

3.06 CLEANUP

- A. **Disposal of Waste:** All waste and other objectionable material created through planting operations and landscape construction shall be removed completely on a daily basis from the job or as directed by the Owner. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste shall be thoroughly swept. The Town is not required to supply areas or facilities for storage or removal of waste on-site.
- B. **Excess Fill:** All excess fill shall be removed and disposed of from the project at no additional cost to the Town. Excess fill shall be disposed of as directed.

3.07 COMPLETION AND FINAL ACCEPTANCE OF PLANTING

- A. Upon written notice from the Contractor of the presumptive completion, as defined below, of the entire project, the Owner, along with other appropriate parties, will make an inspection within 48 hours after the written notice. If all construction provided for and contemplated by the plans and specifications, is found to be completed in accordance with the plans and specifications, such inspection shall constitute the final inspection. The Contractor shall be notified in writing of final acceptance as of the date of the final inspection.
- B. If, however, the inspection mentioned in paragraph A, above discloses any work, in whole or in part, as being unsatisfactory, final acceptance shall not be given the Contractor. The Town and/or the Owner will give to the Contractor the necessary instructions or "punch lists" for correction of same, and the Contractor shall have up to 10 calendar days from the date such instructions or "punch lists" to correct the work are received.
- C. Upon correction of work, another inspection will be made which shall constitute the final

inspection, provided the work has been satisfactorily completed. In such event, the Town or their representative shall make the final acceptance and notify the contractor in writing of this final acceptance as of the date of this final inspection. At completion of the punch list, contractor shall certify that all work above and below ground has been completed in accordance with the plans, addenda and specifications and that the Owner can rely on this document as being a true and accurate statement to the best of the contractor's knowledge.

- D. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the plans and specifications including any and all "punch lists" which may be issued outlining certain items of work which were found unsatisfactory or require completion or corrective action.
- E. Final acceptance shall not be given until all construction provided for and indicated in the plans and specifications is inspected by the Town and Owner and found to be completed in accordance with the plans and specifications.
- F. Final acceptance shall not be official until acknowledged in writing by the Town or their representative.
- G. The guarantee shall not begin until the day final acceptance is given.

3.08 RESPONSIBILITY PRIOR TO FINAL ACCEPTANCE

- A. Certain responsibilities prior to final acceptance: The following is a partial list of certain responsibilities. There are other responsibilities indicated elsewhere in the plans and specifications.
 - 1. The Contractor is responsible for the entire project prior to final acceptance.
 - 2. The Contractor is responsible for safety on and off the job site.
 - 3. The Contractor is responsible for maintenance of traffic to be accomplished in accordance with the Manual of Uniform Traffic Control Devices for Street and Highways, U.S. Department of Transportation Federal Highway Administration, and the 600 series of design indexes found in the State of Florida Department of Transportation Roadway and Traffic Design Standards for Design Construction, Maintenance, and Utilities Operations on the State Highway System".
- B. Maintenance Prior to Final Acceptance:
 - 1. Maintenance shall begin immediately after each plant is planted and continue until final acceptance except for the watering indicated in the paragraph below. This watering shall begin as indicated and shall continue until completed, even if the indicated period goes beyond the time of final acceptance.
 - 2. Plant maintenance shall include watering, pruning, weeding, cultivating, repair of erosion, mulching, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead

plants, resetting plants to proper grades or upright position, maintenance of the watering saucer, litter removal, and all other care needed for proper growth of the plants. Mowing and edging shall be done at least every fourteen (14) days and the irrigation system shall be checked at each mowing cycle and report and repairs required to responsible Contractor or the Town.

3. Immediately after planting, each plant shall be watered and the watering period shall continue until final acceptance or for a minimum of 42 consecutive calendar days, whichever is greater in time. Refer to the section entitled "Watering" for additional requirements.
4. All plant material shall be weeded once a week. In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten plant material, the weeds shall be removed as directed by the Owner. If necessary, the plant material, mulch, sand and/or planting soil shall be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.
5. Insecticides and Fungicides:
 - a. Contractor shall apply all insecticides and fungicides as needed, for complete control of pests and diseases. The materials and methods shall be in accordance with highest standard horticultural practices and as recommended by the County Agent, and approved by the Owner, prior to implementation.
 - b. When a chemical is being applied, the person using it shall have in their possession, a specimen label and the Material Safety Data Sheet. Also, the chemical shall be applied as indicated on the said labeling. Only products approved by the Federal Environmental Protection Agency shall be used. No products containing 2-4D shall be used.
 - c. The spraying of insecticides and other such chemicals are to be confined to the individual plant. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual plant, is strictly prohibited.
 - d. The implementation of control measures for pests and disease infestations shall be in strict compliance with all federal and local regulations. Upon request, the Contractor shall furnish documentation of such compliance.
 - e. All insecticides shall be applied by an operator licensed pursuant to Chapter 487 of the Florida Statutes. The operator shall have the license/certification in their possession when insecticides are being applied.
6. Protection: Planted trees and plants shall be protected against trespassing and damage. If any plants become damaged or injured, they shall be treated or replaced as directed and in compliance with the specifications at no additional cost to the Town. No work shall be done within or over planting areas or adjacent to plants without proper safeguards and protection.
7. Keep sidewalks, curbs and gutters, drainage structures, driveways, parking areas, streets,

terraces, decks and pavers free of plant cuttings, debris and stains.

8. Material rejected during the course of construction shall be removed with ten (10) working days and replaced before an inspection for completion will be scheduled.
 9. If the Contractor fails to perform maintenance consistent with these specifications, as determined by Town then Town may perform any necessary maintenance and backcharge the Contractor for labor and materials.
- C. **Survival and Conditions:** The Contractor shall be responsible for the proper maintenance and the survival and condition of all landscape items from the time a landscape item is installed until final acceptance.
- D. **Replacement:** Replacement of plant material shall be the responsibility of the Contractor including the possible replacement of plant material resulting from removal by theft or vandalism or acts of negligence on the part of others. All plant material shall be alive and in good growing condition for each specific kind of plant at the time of final acceptance.
- E. **Rating:** The rating of plant material according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these specifications at the time of final acceptance.

3.10 MEASURE AND PAYMENT

- A. The quantities to be paid for under this section shall be the actual quantities installed complete, measured in place by the units shown per the Bid Form and accepted.
- B. Payment under this Section shall be at the contract Unit Price and consists of furnishing all labor, machinery, tools, apparatus, means of transportation, supplies, equipment, materials, layout, protection to the public, maintenance of traffic, excavation, installation, backfilling, fertilizing, mulching, and incidentals necessary to construct and complete the work as indicated in the Contract Documents, as well as all other related responsibilities, including all changes and repairs incident thereto. No extra payment shall be made if muck, debris, or other materials are encountered in the excavation as specified.
- C. Payment shall be made under Bid Form pay item P-1 through P-7.

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 6

CONE OF SILENCE

- I. Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction. The "Cone of Silence" prohibits the following activities:
- A. Any communication regarding this RFP, RFQ or Bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Town's professional staff, including, but not limited to, the Town Manager and his or her staff;
 - B. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the Town's professional staff, including but not limited to, the Town Manager and his or her staff;
 - C. Any communication regarding this RFP, RFQ or Bid between potential vendor, service provider, bidder, lobbyist or consultant and any member of a selection committee;
 - D. Any communication regarding this RFP, RFQ or Bid between the Mayor, Town Council members and any member of the selection committee therefore;
 - E. Any communication regarding a particular RFP, RFQ or bid between any member of the Town's professional staff and any member of the selection committee; and
 - F. Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist or consultant and the Mayor or Town Council.
- II. These prohibitions do not apply to communications with the Town Attorney and his or her staff.
- III. The "Cone of Silence" is imposed upon this RFP, RFQ or Bid after advertisement of said RFP, RFQ or Bid. The "Cone of Silence" shall terminate at the time that the Town Manager makes his or her recommendation to the Town Council, unless the Council refers the Manager's recommendation back to the Manager or staff for further review.
- IV. The "Cone of Silence" shall NOT apply to:
- A. Oral communications at pre-bid conferences;
 - B. Oral presentations before publicly noticed selection committee meetings;
 - C. Contract negotiations during any duly noticed public meeting;
 - D. 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;
 - E. Emergency procurement of goods or services;
 - F. Communications regarding a particular RFP, RFQ or bid between any person and the Town's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited

- strictly to matters of process or procedure already contained in the corresponding solicitation document; or
- G. Communications regarding a particular RFP, RFQ or bid between the Town's procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid and a member of the selection committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
 - H. Communications in writing at any time with any Town employee, official or member of the Town Council unless specifically prohibited by the RFP, RFQ or Bid.
 - I. Communications between the Town Manager and the Chairperson of the selection committee about a particular selection committee recommendation, only after the selection committee has submitted an award recommendation to the Town Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Town Manager with the Town Clerk and be included in any recommendation memorandum submitted by the Town Manager to the Town Council.
- V. Any questions, explanations or other requests desired by a bidder regarding this RFP, RFQ or Bid must be requested in writing to the Town Clerk: Debra Eastman, Town Clerk, 6853 Main Street, Miami Lakes, Florida, 33014 or via facsimile at 305-558-8511 or e-mail at eastmand@townofmiamilakes.com Bidders must file copies of all written communications with the Town Clerk.
- VI. Please contact the Town Attorney with any questions concerning the "Cone of Silence" compliance.
- VII. Upon imposition of the Cone of Silence for a particular RFP, RFQ or Bid, the Town Manager shall:
- A. issue a written notice to affected Town departments;
 - B. file a copy of the Notice required by subsection (1) with the Town Clerk with a copy to the Mayor and Town Council; and
 - C. include in the public solicitation for goods and services a statement disclosing the requirements of the Cone of Silence as follows:

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase. The "Cone of Silence" prohibits communications concerning RFP's , RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the Request for Proposal, or Request for Qualifications.

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 7

ADDENDUM ACKNOWLEDGEMENT FORM

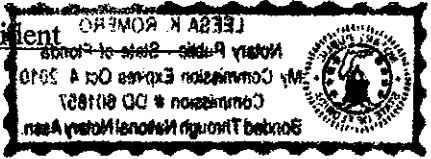
Addendum #	Date Received
<u>Addendum # 1</u>	<u>12/21/05</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER:

GROUNDKEEPERS, INC.
(Company Name)

[Signature]
(Signature)

Andy Gonzalez, President
(Printed Name & Title)



END OF SECTION

TOWN OF MIAMI LAKES

SECTION 8

ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, 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: President

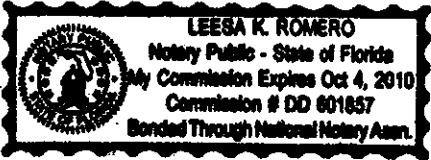
Sworn and subscribed before this

23rd day of October, 2006

Leesa K. Romero
Notary Public, State of Florida

Leesa K. Romero
(Printed Name)

My commission expires: Oct. 4, 2010



END OF SECTION

TOWN OF MIAMI LAKES

SECTION 9

NON-COLLUSIVE AFFIDAVIT

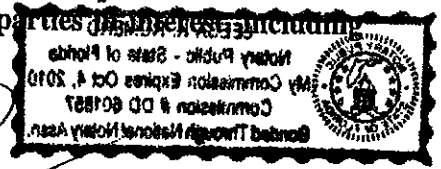
State of Florida)
) SS:
County of Dade)

Andrew Gonzalez being first duly sworn, deposes and says that:

- a) He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Groundkeepers, Inc. the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Signed, sealed and delivered in the presence of:



[Signature]
Witness
Frank Rones
Witness

By: [Signature]
Andrew Gonzalez
(Printed Name)
President
(Title)

TOWN OF MIAMI LAKES

SECTION 9

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)
) SS:
County of Dade)

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

WITNESS, my hand and official seal this 29th day of October 2006.

My Commission Expires: Oct. 4, 2010

Leesa K. Romero
Notary Public State of Florida at Large



END OF SECTION

TOWN OF MIAMI LAKES

SECTION 10

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

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

1. This sworn statement is submitted to the Town of Miami Lakes

By Andy Gonzalez, President
[print individual's name and title]

for GROUNDKEEPERS, INC.

whose business address is

12323 SW 55TH STREET, SUITE 1007

Cooper City FL 33330

and (if applicable) its Federal Employer Identification Number (FEIN) is 74-3055634

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person 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.

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 CONTRATING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND HAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 30th day of December, 2005.

Personally known Andy Gonzalez

OR produced identification _____

Notary Public - State of Florida

(type of identification)

My commission expires Sept. 3, 2006

Leesa K. Romero
(Printed, typed or stamped commissioned name notary public)

END OF SECTION



Leesa K. Romero
Commission #DD147128
Expires: Sep 03, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

TOWN OF MIAMI LAKES

SECTION 11

SUPPLEMENT TO BID/TENDER FORM

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

While Groundkeepers, Inc. has been in operation since 2002, it's management and principles have over 20 years experience in the industry. We are full service lawn and landscape maintenance company, specializing in many areas including field reconstruction, lawn and ornamental fumigation, Irrigation installation, arborist services, and property management. Groundkeepers have the necessary resources, including financial strength, experienced personnel, and the latest equipment necessary to handle and perform this type at the highest level of client satisfaction.

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

12323 SW 55th Street, Suite 1007
Cooper City, FL 33330

3. Company telephone number:

(954) 252-1488

4. Number of employees:

30

5. Number of employees assigned to this project:

4

6. Company Identification numbers for the Internal Revenue Service:

74-3055634

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

509285-3

September 30, 2006

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

3 Years

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

Archdiocese of Miami, Weston Properties, City of Hialeah and
City of Hialeah Gardens, Town of Miami Lakes

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

No

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or Institutions for which you have performed work:

11.1.	<u>City of Hialeah Gardens</u> (name)	<u>10001 NW 87th Ave, Hialeah, FL</u> (address)	<u>(305) 558-4114</u> (phone #)
11.2.	<u>Archdiocese of Miami</u> (name)	<u>125 W 45th St, Hialeah, FL</u> (address)	<u>(305) 822-2015</u> (phone #)
11.3.	<u>City of Hialeah</u> (name)	<u>5601 E 8th Ave, Hialeah, FL</u> (address)	<u>(305) 687-2650</u> (phone #)

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

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

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder Have a complete plan for its performance?

Yes

14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

No

The foregoing list of subcontractors(s) may not be amended after award of the contract without the prior written approval of the Contractor Administrator, whose approval shall not be unreasonably withheld.

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion
A.G. Estate Builders	Same	\$1,000,000.00	Oct-05	95%
87th Avenue Enhancement	Town of Miami Lakes	389,754.00	Nov-05	90%
(2) Man Crew	Town of Miami Lakes	\$278,400.00	Jul-07	30%
Hurricane Wilma Recovery	Town of Miami Lakes		Dec-05	90%
Tri-C Construction	CVS	44,700.00	Jan-06	25%

15. What equipment do you own that is available for the work?

Any and all equipment necessary to perform contracted work.

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

N/A

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

N/A

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

Andrew Gonzalez: 14 years experience as nursery owner; general manager at a corporate level with all mass merchandising chain stores in the state of Florida; currently President of Groundkeepers, Inc. and now managing such projects as stated above.

19. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

Groundkeepers, Inc., 10081 Pines Blvd., Suite A, Pembroke Pines, FL 33024
Andrew Gonzalez, President; Lissette M. Hassun Gonzalez, Secretary

19.1. The correct name of the Bidder is:

Groundkeepers, Inc.

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

Corporation

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

Andrew Gonzalez, Lissette M. Hassun Gonzalez
Alexander Fernandez, Lourdes Fernandez

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

N/A

19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, it's parent or subsidiaries or predecessor organizations during the past (5) years. Include in the description the disposition of each such petition.

N/A

19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

N/A

19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A

NAME

RELATIONSHIPS


Signature of Entity Submitting Supplement Form

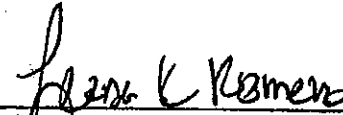
Sworn to and subscribed before me this 30th day of December, 2005

Personally Known Andy Gonzalez

OR produced identification _____

Notary Public – State of Florida

My commission expires Sept. 3, 2006



(Printed, typed or stamped commissioned name notary public)



Leesa K. Romero
Commission #DD147128
Expires: Sep 03, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 12
PERFORMANCE BOND

PROJECT TITLE: Tree Replacement Program (the "Project")
CONTRACTOR: GROUNDKEEPERS, INC.
CONTRACT NO: _____ **CONTRACT DATED:** _____

STATE OF _____ § _____
_____ § _____
COUNTY OF _____ § _____

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

WHEREAS, the Principal has entered into a certain written Agreement with Obligee, dated the ____ day of _____, 20____, for the construction of the Public Works Improvements (the "Contract"), which Agreement is by reference made a part of this Bond.

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

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

- (1) Complete the Agreement in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Agreement in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Agreement in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph)

sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Oblige to Principal under the Agreement and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, successors, executors or administrators of the Oblige.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

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

Name: _____

Address: _____

Phone: _____

END OF SECTION

TOWN OF MIAMI LAKES

SECTION 13

NOTICE OF INTENT TO AWARD

TO: GROUNDKEEPERS, INC.
Contractor

12323 SW 55TH STREET, SUITE 1007, COOPER CITY, FL 33330
Address

ATTN: Andy Gonzalez, President
Name and Title

PROJECT: Tree Replacement Program (the "Project")
Town of Miami Lakes

Gentlemen:

This is to advise that the Town of Miami Lakes intends to award the Contract for the above referenced Project as a result of your Bid of: One Hundred Thirty Four Thousand, Three Hundred Fifty Dollars (per year) (\$134,350.00) submitted to the Town of Miami Lakes (Owner) on January 3, 2006 (Date).

Four (4) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance Bond for the Project. Please execute all copies of the Contract and attach a copy of the Performance Bond to each Contract and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance Bond attached is not executed and delivered to the Owner and all other requirements of the Instructions to Bidders met within ten (10) consecutive calendar days from May 11, 2006 (Date).

Sincerely yours,

By: Gary R. Ratay

Gary R. Ratay, P.E.

TOWN OF MIAMI LAKES

SECTION 14

NOTICE TO PROCEED

TO: GROUNDKEEPERS, INC.
Contractor

12323 SW 55TH STREET, SUITE 1007
Street Address

COOPER CITY, FL 33330
City, State, Zip

ATTN: Andy Gonzalez, President
Name and Title

PROJECT: Tree Replacement Program (the "Project")
Town of Miami Lakes

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Engineer. The Commencement date is _____, 2006. Completion date shall be _____, 2006.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Engineer in charge of the Work for the Town of Miami Lakes will be:

R. Russell Barnes, III, P.E.

Kimley-Horn and Associates, Inc.
5100 N.W. 33rd Avenue, Suite 157
Fort Lauderdale, FL 33309
954-739-2233

Sincerely yours,

Gary R. Ratay, P.E.

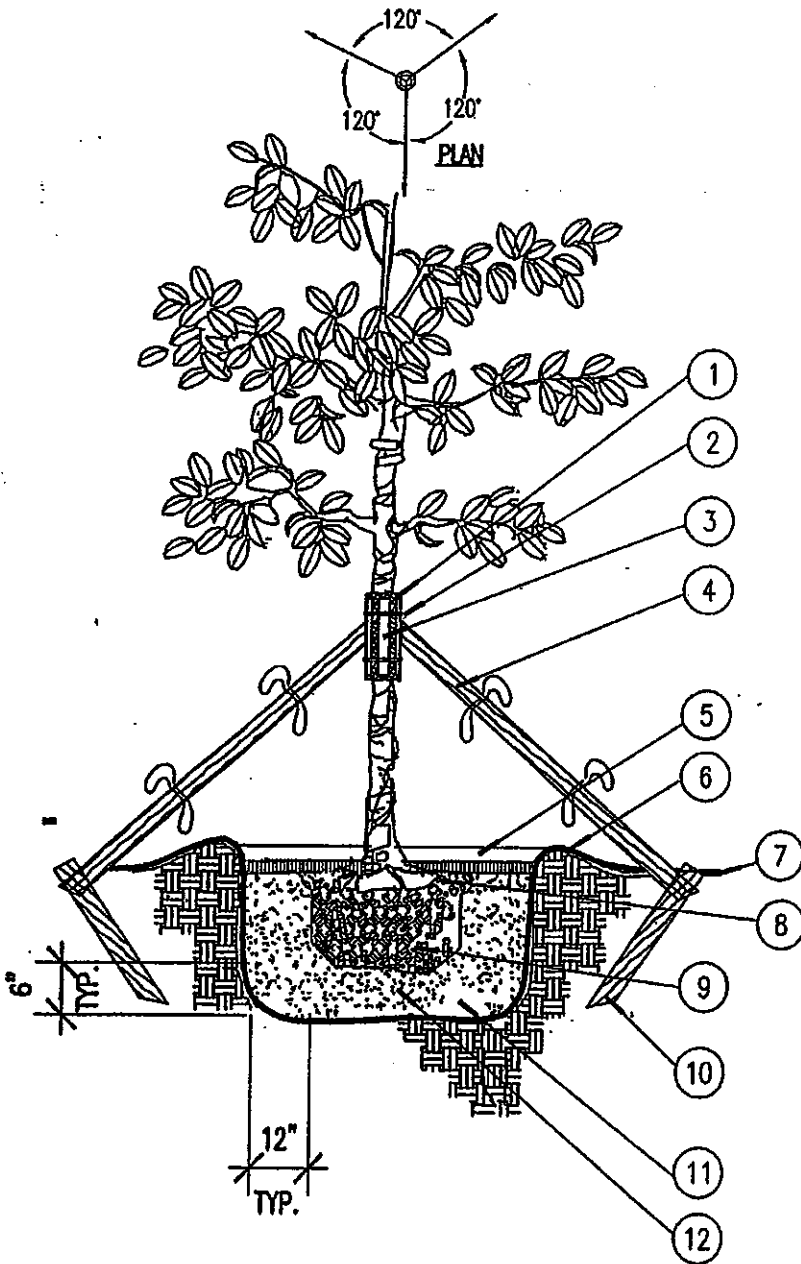
TOWN OF MIAMI LAKES

SECTION 15

PLANTING DETAILS

TOWN OF MIAMI LAKES

PLANTING DETAILS



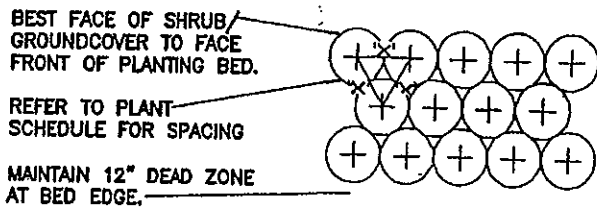
1. 5 LAYERS OF BURLAP TO PROTECT TRUNK
2. TWO STEEL BANDS TO SECURE BATTONS
3. FIVE 2" X 4" X 18" WOOD BATTONS
4. 3-2" X 8' LODGE POLES. NAIL (DRILL AND NAIL IF NECESSARY) TO BATTONS 2" X 4" STAKES. FLAG AT MIDPOINT AND AT BASE.
5. 3" MINIMUM OF EUCALYPTUS MULCH COMPACTED OR AS SPECIFIED.
6. SOIL BERM TO HOLD WATER.
7. FINISHED GRADE (SEE GRADING PLAN)
8. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE
9. B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
10. 2" x 4" x 3' (MIN), P.T. WOOD STAKES BURIED 3" BELOW FINISHED GRADE.
11. PREPARED PLANTING SOIL AS SPECIFIED.
12. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING.

NOTES:

- A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
- B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
- C. "TREE SAVER" ANCHORING SYSTEM MAY BE SUBSTITUTED FOR WOOD STAKING SYSTEM UPON APPROVAL BY OWNER OR LANDSCAPE ARCHITECT.

○ **Large Tree Planting Detail**
SECTION _____ NTS

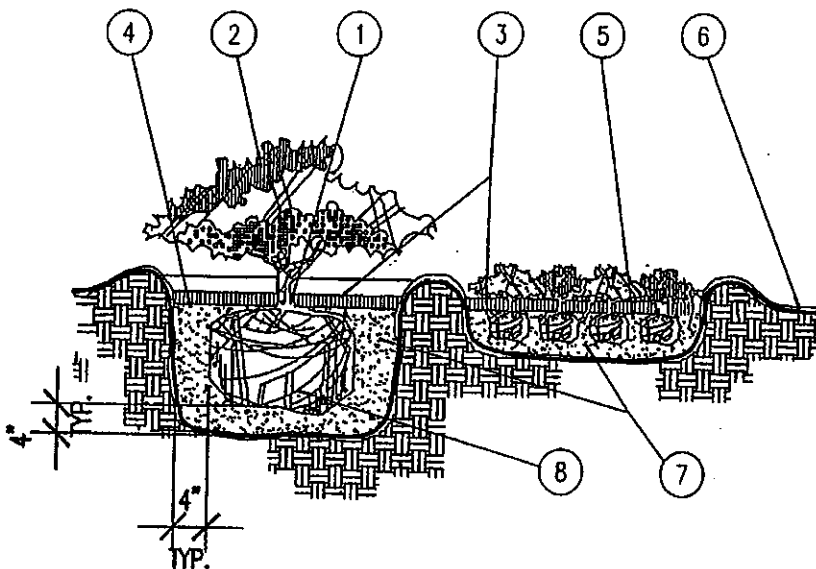
PLANTING DETAILS



PLAN VIEW

NOTES:

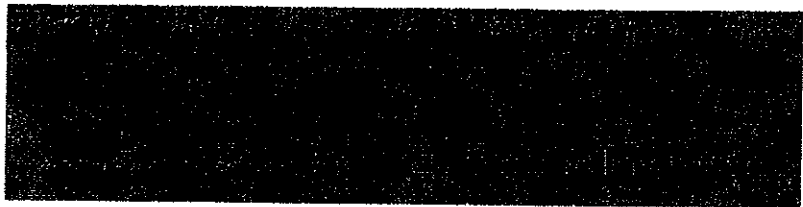
1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT
3. 3" MINIMUM OF EUCALYPTUS MULCH COMPACTED OR AS SPECIFIED
4. WEED BARRIER CLOTH (AS SPECIFIED) APPLY OVER ENTIRE BED AND CUT INDIVIDUAL OPENINGS TO INSTALL PLANTS.
5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER A MINIMUM OF 6" & FOR MASS SHRUB PLANTINGS A MINIMUM OF 12" REPLACE EXCAVATED SOIL WITH NEW SPECIFIED MIX.
6. FINISHED GRADE (SEE GRADING PLAN).
7. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUNDCOVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
8. SCARIFY ROOTBALL SIDES AND BOTTOM.



Shrub/Groundcover Planting Detail

SECTION

NTS



Florida Profit

GROUNDKEEPERS, INC.

PRINCIPAL ADDRESS

8004 NW 154 ST;
 SUITE #330
 MIAMI LAKES FL 33016
 Changed 05/16/2003

MAILING ADDRESS

8004 NW 154 ST.
 SUITE #330
 MIAMI LAKES FL 33016
 Changed 05/16/2003

Document Number
 P02000084462

FEI Number
 743055634

Date Filed
 08/05/2002

State
 FL

Status
 ACTIVE

Effective Date
 NONE

Last Event
 AMENDMENT

Event Date Filed
 12/16/2004

Event Effective Date
 NONE

Registered Agent

Name & Address
DIAZ, RENE ESQ 2 ALHAMBRA PLAZA SUITE 860 CORAL GABLES FL 33134
Name Changed: 03/25/2005
Address Changed: 03/25/2005

Officer/Director Detail

Name & Address	Title
HASSUN GONZALEZ, LISSETTE M 8004 NW 154 STREET, #330	S

MIAMI LAKES FL 33016	
FERNANDEZ, LOURDES 8004 NW 154 ST	T
MIAMI LAKES FL 33016	
FERNANDEZ, ALEXANDER 8004 NW 154 ST	V
MIAMI LAKES FL 33016	
GONZALEZ, ANDREW 8004 NW 154 ST	P
MIAMI LAKES FL 33016	

Annual Reports

Report Year	Filed Date
2003	05/16/2003
2004	07/07/2004
2005	03/25/2005

[Previous Filing](#)

[Return to List](#)

[Next Filing](#)

[View Events](#)

No Name History Information

Document Images

Listed below are the images available for this filing.

03/25/2005 -- ANN REP/UNIFORM BUS REP
12/16/2004 -- Amendment
10/20/2004 -- Amendment
07/07/2004 -- ANNUAL REPORT
05/16/2003 -- ANN REP/UNIFORM BUS REP
08/05/2002 -- Domestic Profit

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT



TAB 12

RESOLUTION NO. 09-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, FORMALLY OPTING OUT OF THE CONE OF SILENCE OF MIAMI-DADE COUNTY; PROVIDING THAT THE TOWN SHALL BE GOVERNED SOLELY BY THE REQUIREMENTS OF THE CONE OF SILENCE ENACTED BY THE TOWN COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) finds that its own Cone of Silence, duly-enacted by the Town Council as a part of Town Ordinance 06-22, is more rigorous and better reflects the needs and interests of the Town than the Cone of Silence adopted by Miami-Dade County; and

WHEREAS, the Town must formally opt-out of the provisions of the Miami-Dade County Cone of Silence or be subject to its provisions; and

WHEREAS, the Town desires to clarify that it wishes to be governed by the provisions of its own Cone of Silence rather than Miami-Dade County’s Cone of Silence; and

WHEREAS, the Town Council finds this Resolution will promote the health, safety and welfare of the Town.

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

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

Section 2. **Opt-Out Approved.** The Town Council hereby approves the utilization of the provisions of the Town’s Cone of Silence, contained in Town Ordinance 06-22 as amended from time to time, in lieu of the provisions of the Miami-Dade County Cone of Silence.

Section 3. **Transmittal.** That the Town Clerk is hereby directed to transmit copies of this Resolution along with the provisions of the Town’s Cone of Silence to the office of the Miami-Dade County Attorney’s Office, the Mayor and Members of the Miami-Dade County Board of County Commissioners, and the Executive Director of the Miami-Dade County Ethics Commission.

Section 4. **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.L.
Town Attorney

Motion 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 13

ORDINANCE NO. 09 - ____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 06-22 ENTITLED, “PURCHASING”; REVISING CONTACTS CONSIDERED PERMISSIBLE UNDER THE TOWN CONE OF SILENCE; 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”) finds that its own Cone of Silence, duly-enacted by the Town Council as a part of Town Ordinance 06-22, may inhibit the Town Manager from being able to adequately explain an RFQ, RFP or bid process or award to individual members of the Town Council; and

WHEREAS, this absence of information with regard to the bid process and bid awards in advance of Town Council meetings could potentially undermine the efficient conduct of Town Council meetings; and

WHEREAS, the Town Council finds that it is in the Town’s best interest to amend the Town’s purchasing procedures and specifically the Cone of Silence regulation in the interest of efficiency.

NOW THEREFORE IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS¹:

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

Section 2. Amendment to Ordinance 06-22 of the Town Code. The Town Council of the Town of Cutler Bay hereby amends Ordinance 06-22 of the Town Code of Ordinances as follows:

PURCHASING

X. Cone of silence.

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.

Pursuant to section 2-11.1(t) of the Miami-Dade County Code, made applicable to the Town pursuant to Section 2-11.1(t)(4) thereof, there shall be a cone of silence in effect with respect to all competitive procurements.

(A) Definitions. "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular request for proposal ("RFP"), request for qualification ("RFQ") or bid, for goods or services valued at over \$25,000, between:

- (1) A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and
- (2) 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.

(B) Restriction; notice. A cone of silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid. At the time of imposition of the cone of silence, the Town Manager or his or her designee shall provide for public notice of the cone of silence by posting a notice at the Town Hall. The Town Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the Town Clerk, with a copy thereof to each Town Councilperson, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

(C) Termination of cone of silence. The cone of silence shall terminate at the beginning of the Town Council meeting at which 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 the meeting at which the Manager makes a subsequent recommendation.

(D) Exceptions to applicability. The provisions of this section shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the Town Council by any person during any duly noticed and agenda appropriate public meeting;
- (4) Communications in writing at any time with any Town administrative employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents provided that, the bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) Communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) Communications with the Town Attorney and his or her staff solely regarding matters of legal process and procedure;
- (7) Duly noticed site visits by administrative staff of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) Any emergency procurement of goods or services pursuant to Town Code;
- (9) Responses to the Town's request for clarification or additional information;
- (10) Contract negotiations during any duly noticed public meeting;
- (11) Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional

staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

(12) Communications to enable Town Manager to answer specific questions from the Town Council at any time regarding any RFP, RFQ or bid process or award, so long as those communications comply with any applicable state and federal law provisions.

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

Section 3. Conflicts. All ordinances or Code provisions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Town Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this _____ day of _____, 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

Motion 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 14

MEMORANDUM

To: Mayor, Vice Mayor and Council Members, Town of Cutler Bay

cc: Steven J. Alexander, Town Manager

From: Mitchell A. Bierman, Town Attorney
Scott A. Robin, Town Attorney

Date: April 9, 2009

Re: Town of Cutler Bay Communications Services Regulations Ordinance

The proposed Town of Cutler Bay Communications Services Regulations Ordinance (“Ordinance”), which was approved on 1st reading, amends the Town Code to establish regulations for communications providers, cable and video service providers to place and maintain facilities in the Town’s rights-of-way.

In 2007, the Florida Legislature passed the “Consumer Choice Act of 2007,” (the “Act”). Under the Act, local governments can no longer grant cable franchises or require operators to enter into cable franchise agreements. This function is now handled by the Florida Department of State (“Department”). However, the Act allows an incumbent cable service provider, such as Comcast and AT&T, to apply for and receive a certificate of franchise authority from the Department that covers a certain service areas within municipalities and counties in Florida.

Under the Act, cable and video service providers are now subject to local government regulations regarding the placement and maintenance of communications facilities in the public rights-of-way that are generally applicable to providers of communications services in accordance with §337.401, F.S. The proposed Ordinance provides conditions for obtaining a permit, construction standards for using the rights-of-way, and requirements for bonds, insurance and indemnification, and enforcement remedies.

The proposed Ordinance provides certain restrictions regarding placement of telecommunications towers, antennas and equipment facilities in the Town’s rights-of-way. The Town is concerned that several wireless companies have plans to install telecommunications towers, antennas and/or equipment facilities in the public rights-of-way or on poles located in public rights-of-ways. These installations create multiple safety issues and concerns for residents of the Town.

If you have any questions regarding this matter, please do not hesitate to contact us.

ORDINANCE NO. 09-_____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA REPEALING AND REPLACING CHAPTER 8AA, ARTICLE I, II AND III OF THE TOWN CODE OF ORDINANCES TO PROVIDE TERMS AND CONDITIONS FOR THE PLACEMENT AND MAINTENANCE OF COMMUNICATIONS FACILITIES OR SYSTEMS, ANTENNAS, EQUIPMENT FACILITIES, AND OTHER VERTICAL STRUCTURES IN THE TOWNS PUBLIC RIGHTS-OF-WAY FOR THE PROVISION OF COMMUNICATIONS, CABLE AND VIDEO SERVICES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATION; PROVIDING FOR RESERVATION OF RIGHTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Town of Cutler Bay (“Town”) to repeal and replace Chapter 8AA, Article I, II, and III of the Town of Cutler Bay Code of Ordinances (“Town Code”) to enact an ordinance governing requirements for placement of communications systems or facilities, antennas, equipment facilities, utility, electricity, telephone, power and light poles and other vertical structures within the Town’s public rights-of-way, applicable fees, and underground installations and relocations, and establishing requirements for communications services providers, cable and video service providers, and certificateholders that take into consideration the developments in the industry, in technology, and in the regulatory environment to the fullest extent allowed by federal and state law; and

WHEREAS, the Town encourages competition and treatment of providers of communications services, cable or video services, and certificateholders in a competitively neutral and nondiscriminatory basis by granting non-exclusive access to use the Town’s public rights-of-way in accordance with the provisions of §337.401, F.S.; and

WHEREAS, the Town Council of the Town of Cutler Bay has determined it is in the public interest to authorize the placement and maintenance of one or more communications systems or facilities, antennas, equipment facilities, utility, electricity, telephone, power and light poles and other vertical structures in the Town’s public rights-of-way; and

WHEREAS, the Town Council, in its capacity as the local planning agency, has reviewed this Ordinance and recommends approval; and

WHEREAS, the Town finds that these changes are consistent with the Miami-Dade County’s Comprehensive Development Master Plan, which now functions as the Town’s Comprehensive Plan; and

WHEREAS, the Town finds it is in the best interest of the Town to amend the communications provisions and procedures contained in the Miami-Dade County Code as made applicable to the Town by Section 8.3 of the Town Charter.

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

Section 1. **Findings.** The foregoing WHEREAS clauses are hereby adopted and incorporated herein as if fully set forth in this Section.

Section 2. Repeal of Sections 8AA, Article I, II and III of the Town Code of Ordinances “Cable and Communications Services Providers,” “Communications Services Regulations,” and “Public rights-of-Way Regulations for Communications Service Providers” of the Town Code of Ordinances are hereby repealed in their entirety.

Section 3. **Creation of the Town Communications Services Regulations Ordinance.** The Town’s Communications Services Regulations Ordinance is hereby created as follows:

ARTICLE I. PUBLIC RIGHTS-OF-WAY REGULATIONS FOR COMMUNICATIONS SERVICES PROVIDERS

Sec. 1. Intent and Purpose.

It is the intent of the Town to promote the public health, safety and general welfare by: providing for the placement and maintenance of communications facilities in the public rights-of-way within the Town; adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including §337.401, F.S., and §§610.102-610.120, F.S., as they may be amended, the Town's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996 and other federal and state law; establishing reasonable rules and regulations necessary to manage the placement and maintenance of communications facilities in the public rights-of-way by all communications services providers, cable and video service providers, and certificateholders, after the effective date of this article; and minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the Town shall be governed by and shall comply with all applicable federal and state laws.

Sec. 2. Definitions.

For the purposes of this article, the following terms, phrases, words and derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined in this section or in any permit that may be granted pursuant to this article shall be given the meaning set forth in the Communications Act of 1934, 47 U.S.C. § 151 et seq., as amended (collectively the "Communications Act"), and if not defined in the Communications Act, as defined by Florida

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

Statutes; and, if not defined by Florida Statutes, shall be construed to mean the common and ordinary meaning.

Abandonment shall mean the permanent cessation of all uses of a communications facility; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "abandonment" of a facility in public rights-of-way.

Access channel means any channel on a cable or video system set aside without charge by the cable or video service provider for non-commercial public, educational and/or governmental use.

Attachment(s) shall mean the physical attachment(s) of a cable system, as defined by Town Code, to a legally maintained utility, electricity, telephone, power or light pole consisting of cables, wires, and supporting hardware required to support the provision of cable television services, as defined by Town Code.

Cable Service(s) means: (a) the one-way transmission to subscribers of video programming or any other programming service. (b) subscriber interaction, if any, that is required for the selection or use of such video programming or other programming service.

Cable service provider means a person that provides cable service over a cable system.

Cable system means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service that includes video programming and that is provided to multiple subscribers within a community, but such term does not include:

- (a) A facility that serves only to retransmit the television signals of one or more television broadcast stations;
- (b) A facility that serves only subscribers in one or more multiple-unit dwellings under common ownership, control, or management, unless such facility or facilities use any public right-of-way;
- (c) A facility that serves subscribers without using any public right-of-way;
- (d) A facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the federal Communications Act of 1934 except that such facility shall be considered a cable system other than for purposes of 47 U.S.C. §541(c) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (e) Any facilities of any electric utility used solely for operating its electric utility systems; or

(f) An open video system that complies with 47 U.S.C. §573.

Certificateholder means a cable or video service provider that has been issued and holds a certificate of franchise authority from the Department.

Communications services shall mean the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. Personal Wireless Services, as defined under federal law, 47 U.S.C. §332(c)(7)(C), or as this definition may be amended from time to time, and includes but is not limited to, cellular, personal communication services, specialized mobile radio, enhanced specialized mobile radio, and paging service, and personal wireless service providers, to the extent allowed by applicable law, may be subject to other ordinances of the Town and may require separate authorization from the Town for placement of facilities within the Town.

Communications services provider shall mean any person making available or providing communications services through the placement or maintenance of a communications facility in public rights-of-way, including, but not limited to, cable service and video service providers and certificateholders.

Communications facility or facility or system shall mean any permanent or temporary plant, equipment and property, including but not limited to cables, wires, conduits, ducts, fiber optics, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the Town and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services.

Department means the Florida Department of State.

FCC shall mean the Federal Communications Commission or any successor governmental entity thereto.

Franchise means an initial authorization or renewal of an authorization, regardless of whether the authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, to construct and operate a cable system or video service provider network facilities in the public right-of-way.

Franchise authority means any governmental entity empowered by federal, state, or local law to grant a franchise.

Incumbent cable service provider means a cable or video service provider providing cable or video service in the Town on or before July 1, 2007.

In public rights-of-way or in the public rights-of-way shall mean in, on, over, under or

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

across the public rights-of-way.

Normal business hours means the hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

~~*Normal operating conditions* means those service conditions which are within the control of the cable or video service provider and certificateholder. Those conditions which are not within their control include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within their control include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the system.~~

Ordinance shall mean this article.

Overlash or Overlashing shall mean to place an additional antenna, cable, wire, or communication facility onto an Attachment by a Registrant or Communications Services Provider.

Person shall include any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, and but shall not include the Town to the extent permitted by applicable law.

Place or maintain or placement or maintenance or placing or maintaining shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, constitutes "placing or maintaining" the facilities as defined herein. A party providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way is not placing or maintaining facilities in the public rights-of-way.

Public rights-of-way shall mean a public right-of-way, public utility easement, highway, street, sidewalk, alley, bridge, tunnel, pier, waterway, dock, wharf, court, lane, or path, or any other property for which the Town is the authority that has jurisdiction and control and may lawfully grant access to such property pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface to the extent the Town holds a property interest therein. "Public rights-of-way" shall not include private property. "Public rights-of-way" shall not include any real or personal Town property except as described above and shall not include Town buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

Registrant or facility owner shall mean a communications services provider, cable or

video service provider or other person that has registered with the Town in accordance with the provisions of this article.

Registration and *register* shall mean the process described in this article whereby a communications services provider, cable or video service provider provides certain information to the Town.

Town shall mean Cutler Bay, Florida, an incorporated municipality of the State of Florida, in its present form or in any later reorganized, consolidated, or enlarged form.

Service interruption means the loss of picture or sound on one or more cable or video service provider channels.

Subscriber means any person who lawfully receives cable or video services delivered over the cable or video system.

Town means Cutler Bay, Florida, an incorporated municipality of the State of Florida, in its present form or in any later reorganized, consolidated, or enlarged form.

Video programming means programming provided by, or generally considered comparable to programming provided by, a television broadcast station as set forth in 47 U.S.C. §522(20).

Video service means video programming services, including cable services, provided through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d), video programming provided as part of, and via a service that enables end users to access content, information, electronic mail, or other services offered over the public Internet.

Video service provider means an entity providing video service.

Sec. 3. Registration for Placing or Maintaining Communications Facilities in Public Rights-of-Way.

(a) A Communications Services Provider, Cable or Video Service Provider or Certificateholder that desires to place or maintain a Communications Facility in Public Rights-of-Way in the Town shall first register with the Town in accordance with this article. Subject to the terms and conditions prescribed in this article, a Registrant may place or maintain a Communications Facility in Public Rights-of-Way. A Communications Services Provider, Cable or Video Service Provider with an existing communications facility in the public rights-of-way of the Town as of the effective date of this article has sixty (60) days from the effective date of this article to comply with the terms of this article, including, but not limited to, registration, or be in violation thereof.

(b) A Registration shall not convey any title, equitable or legal, in the Public Rights-

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

of-Way. Registration under this article governs only the placement or maintenance of Communications Facilities in Public Rights-of-Way. Registration does not excuse a Communications Services Provider, Cable or Video Service Provider from obtaining appropriate access or pole attachment agreements before locating its facilities on the Town's or another person's facilities. Registration does not excuse a Communications Services Provider, Cable or Video Service Provider from complying with all applicable law, including Town ordinances, codes or regulations, including this article.

(c) Each Communications Services Provider, Cable or Video Service Provider that desires to place or maintain a Communications Facility in Public Rights-of-Way in the Town shall file a single Registration with the Town that shall include the following information:

- (1) Name of the applicant;
- (2) Name, address and telephone number of the applicant's primary contact person in connection with the registration and of the person to contact in case of an emergency;
- (3) A copy of federal or state certification authorizing the applicant to do business in the State of Florida and to provide service in the Town;
- (4) Acknowledgment that applicant has received and reviewed a copy of this article, and, when applicable, the current Communications Services Tax rate established by the Town;
- (5) Evidence of the insurance coverage and submission of a security fund as required by this article.

(d) The Town manager or designee shall review the information submitted by the applicant. If the applicant submits information in accordance with subsection (c) above, the Registration shall be effective and the Town shall notify the applicant of the effectiveness of Registration in writing. The effectiveness of a Registration shall not relieve the applicant of the obligation to obtain any and all necessary permits before any work is commenced. If the Town determines that the information has not been submitted in accordance with subsection (c) above, the Town shall notify the applicant in writing of the non-effectiveness of Registration, and reasons for the non-effectiveness. The Town shall so notify an applicant within thirty (30) days after receipt of Registration information from the applicant.

(e) A Registrant may cancel a Registration upon written notice to the Town that the Registrant will no longer place or maintain any Communications facilities in public rights-of-way and will no longer need to obtain permits to perform work in the Public Rights-of-Way. A Registrant cannot cancel a Registration if the Registrant continues to place or maintain any Communications Facilities in Public Rights-of-Way.

(f) Registration shall be nonexclusive. Registration shall not establish any right or priority to place or maintain a Communications Facility in any particular area in Public Rights-of-Way within the Town. Registrants are expressly subject to any future amendment to or replacement of this article and further subject to any additional Town ordinances, as well as any state or federal laws that may be enacted.

(g) By April 1 of even numbered years, a Registrant shall renew its Registration in

accordance with the Registration requirements in this article. Within thirty (30) days of any change in the information required to be submitted pursuant to subsection (c), a Registrant shall provide updated information to the Town. If no information in the then-existing Registration has changed, the renewal may state that no information has changed. Failure to renew a Registration may result in the Town restricting the issuance of additional permits until the Registrant has complied with the Registration requirements of this article.

(h) In accordance with applicable Town ordinances, codes or regulations and this article, a permit shall be required of a Communications Services Provider, Cable or Video Service Provider that desires to place or maintain a Communications Facility in Public Rights-of-Way. An effective Registration shall be a condition of obtaining a permit. Notwithstanding an effective registration, permitting requirements shall continue to apply. A permit may be obtained by or on behalf of a Registrant having an effective Registration if all permitting requirements are met.

Sec. 4. Placement or Maintenance of a Communications Facility in Public Rights-of-Way.

(a) Registrant ~~agrees~~must at all times to comply with and abide by all applicable provisions of the state statutes and Town ordinances, codes and regulations in placing or maintaining a Communications Facility in Public Rights-of-Way. A Registrant shall at all times be subject to all lawful exercise of the police power of the Town.

(b) A Registrant shall not commence to place or maintain a Communications Facility in Public Rights-of-Way until all applicable permits have been issued by the Town and the Registrant has complied with all applicable processes required by Town or other appropriate authority, except in the case of an emergency. The term “emergency” shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service. Registrant shall provide prompt notice to the Town of the placement or maintenance of a Communications Facility in Public Rights-of-Way in the event of an emergency. Registrant acknowledges that as a condition of granting such permits, the Town may impose reasonable rules or regulations governing the placement or maintenance of a Communications Facility in Public Rights-of-Way. Permits shall apply only to the areas of Public Rights-of-Way specifically identified in the permit. The Town may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits or may impose lesser requirements.

(c) As part of any permit application to place a new or replace an existing Communications Facility in Public Rights-of-Way, the Registrant shall provide a proposal for construction of the Communications Facility that sets forth at least the following:

(1) An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in §471.003, F.S., identifying the location of the proposed facility, including a description of the facilities to be installed, where it is to be located, and the approximate size of facilities and equipment that will be located in public rights-of-way;

- (2) A description of the manner in which the facility will be installed (i.e. anticipated construction methods and/or techniques);
- (3) A traffic maintenance plan for any disruption or obstruction of the Public Rights-of-Way;
- (4) Information on the ability of the Public Rights-of-Way to accommodate the proposed facility, if available (such information shall be provided without certification as to correctness, to the extent obtained from other persons with facilities in the Public Rights-of-Way);
- (5) If appropriate given the facility proposed, an estimate of the cost of restoration to the Public Rights-of-Way;
- (6) The timetable for construction of the project or each phase thereof, and the areas of the Town which will be affected; and

~~(7) — A disaster recovery plan that provides what efforts it shall undertake in the event of a disaster including, but not limited to, allocating employees and equipment from other areas, having employees work overtime, and hiring contractors, to restore service as promptly as possible to the affected area. In no event shall such recovery take longer than a reasonable time after electric service is restored to affected area.~~

(8) Such additional information requested by the Town that ~~the Town finds~~ is reasonably necessary to review the permit application.

(d) The Town shall have the power to prohibit or limit the placement of new or additional Communications Facilities within the Public Rights-of-Way if there is insufficient space to accommodate all of the requests to place and maintain facilities in that area of the Public Rights-of-Way, for reasons of traffic conditions, public safety, the protection of existing facilities in the Public Rights-of-Way or to accommodate Town plans for public improvements or projects that the Town determines are in the public interest and to the extent not prohibited by applicable law.

(e) All Communications Facilities shall be placed and maintained so as not to interfere unreasonably with the use of the Public Rights-of-Way by the public and so as not to cause unreasonable interference with the rights and convenience of property owners who adjoin any of the Public Rights-of-Way. The Registrant shall endeavor to install all Communications Facilities underground. To the extent not inconsistent with public service commission regulations, the Town may require the use of trenchless technology (i.e., directional bore method) for the installation of facilities in the Public Rights-of-Way as well as joint trenching or the co-location of facilities in existing conduit. In making such requests, the Town shall take into consideration several factors including inconvenience to the public and other users of rights-of-way and the economic and technical feasibility of such requests. The Registrant shall be liable for the displacement, damage or destruction of any property, irrigation system or landscaping as a result of the placement or maintenance of its facility within the Public Rights-of-Way. The

appropriate Town official may issue such rules and regulations concerning the placement or maintenance of a Communications Facility in Public Rights-of-Way as may be consistent with this article and other applicable law.

(f) Prior to the commencement of any major work by the Registrant pertaining to the placement and maintenance of Communication Facilities within the Public Rights-of-Way, the Town Manager or designee may require the Registrant to issue notice of the work using ~~door hangers or other~~ reasonable means to property owners whose property either adjoins or lays within 200 feet of such rights-of-way (the "Notification Area"). The notification area may be expanded at the Town's discretion and notice shall be affected in a manner deemed appropriate by the Town Manager or designee.

(g) All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of Communications Facilities. A Registrant's system shall comply with the FCC's rules and regulations of the Emergency Alert System when applicable.

(h) A Registrant shall, at its own expense, restore the Public Rights-of-Way to at least its original condition before such work in Public Rights-of-Way, subject to the Town's satisfaction upon inspection. Registrant shall warrant its restoration for a period of twelve (12) months after completion of such restoration. If the Registrant fails to make such restoration within ~~five~~ twenty (520) calendar days after completion of construction, or such other time as may be required by the Town, the Town may after written notice to the Registrant, perform such restoration using Town employees, agents or contractors, and charge all costs of the restoration against the Registrant in accordance with §337.402, F.S., as it may be amended, and require reimbursement within thirty (30) days after the submission of the bill by the Town to the Registrant.

(i) Removal or relocation at the direction of the Town of a Registrant's Communications Facility in Public Rights-of-Way shall be governed by the provisions of §§ 337.403 and 337.404, F.S., as they may be amended.

(j) A permit from the Town constitutes authorization to undertake only certain activities on Public Rights-of-Way in accordance with this article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the Public Rights-of-Way.

(k) A Registrant shall maintain its Communications Facility in Public Rights-of-Way in a manner consistent with accepted industry practice, standards and applicable law, as amended or adopted and perform, at its expense, any tests designed to demonstrate compliance with the requirements of this article and applicable law, and shall provide, upon request, a copy of the test results promptly to the Town.

(l) All construction, installation and maintenance of a Registrant's Communications Facilities in the Public Rights-of-Way shall comply with the National Electrical Safety Code, the National Electric Code, the Florida Building Code and all laws established by all local, state or

federal law and accepted industry practices or standards, and as hereinafter may be amended or changed. Registrant shall use and exercise due caution, care and skill in performing work in the Public Rights-of-Way and shall take all reasonable steps to safeguard work site areas.

(m) In connection with excavation in the Public Rights-of-Way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. Ch. 556, as it may be amended.

(n) In the interest of the public's health, safety and welfare, upon request of the Town; a Registrant shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable timeframe in the subject Public Rights-of-Way. The Town may require a Registrant to alter reasonably its placement or maintenance schedule for permitted work as necessary so as to minimize disruptions and disturbance in the Public Rights-of-Way. The Town may provide a more definite time frame based on specific Town construction or maintenance schedules.

(o) A Registrant shall cause all its field employees and field contract workers to wear a picture identification badge indicating that they work for the provider. This badge shall be clearly visible to the public. Upon request, employees must provide a ~~supervisor's name and company~~ telephone number for Town employees and Subscribers to contact. A Registrant ~~or contractor~~ shall also require all company vehicles to prominently display the name under which the Registrant ~~or contractor~~ is doing business, and logo, if any, in a manner clearly visible to the public. ~~Contractor vehicles shall prominently display the contractor name, contractor license number, if applicable, and the Registrant's name. There must be a listed local telephone or toll free number for the names displayed. The phone must connect to Persons trained to receive and respond to calls regarding employees, construction and problems (including repair problems) associated with construction. Knowledgeable, qualified representatives shall be available to respond to telephone inquiries, in, at a minimum, English and Spanish languages.~~

(p) A Registrant shall not place or maintain its Communications Facilities or equipment so as to interfere, displace, damage or destroy any facilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the Town, landscaped areas and swales, or any other person's facilities lawfully occupying the public rights-of-way of the Town. Further, a Registrant shall not place or maintain its Communications Facilities, company or contractor vehicles, or related equipment so as to interfere with the ~~aesthetics safety~~ of the Notification Area. ~~In the event Registrant's Communications Facilities, company or contractor vehicles, or related equipment are vandalized, Registrant shall restore them to their original condition within seventy two (72) hours of receiving notice of such occurrence.~~

(q) Town makes no warranties or representations regarding the fitness, suitability or availability of public rights-of-way for the registrant's communications facilities and any performance of work or costs incurred by registrant or provision of services shall be at registrant's sole risk. Nothing in this article shall affect the Town's authority to add, vacate or abandon public rights-of-way and Town makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.

(r) The Town shall have the right to make such inspections of facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this article. In the event the Town determines that a violation exists with respect to registrant's placement or maintenance of facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the Town will provide registrant no less than three (3) days written notice setting forth the violation and requesting correction.

(s) A permit application to place a new or replace an existing communications facility in public rights-of-way shall include plans showing the location of the proposed installation of facilities in the public rights-of-way. If the plans so provided require revision based upon actual installation, the registrant shall promptly provide revised plans or "as-builts" upon completion of any installation or construction. The plans shall be in a digitized format showing the two-dimensional location of the facilities based on the Town's geographical database, or other format reasonably acceptable to the Town. The registrant shall provide such plans at no cost to the Town. The Town shall maintain the confidentiality of such plans and any other information provided in accordance with F.S. § 202.195, as it may be amended.

(t) The Town reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the Town in public rights-of-way occupied by the Registrant. Registrant may allow Town facilities to be co-located within Town's public rights-of-way through the use of a joint trench during Registrant's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between Registrant and Town and may be subjected to other Town rights-of-way requirements. The Town further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation or width of the public rights-of-way within the limits of the Town and within said limits as same may from time to time be altered.

(u) Subject to applicable law, a Registrant shall, on the request of any person holding a permit issued by the Town, temporarily support, protect, raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary support, protection, raising or lowering of facilities shall be paid by the person requesting the same, and the Registrant shall have the authority to require such payment in advance. The Registrant shall be given not less than thirty (30) days advance written notice to arrange for such temporary relocation. If the Town requests the temporary support, protection, raising or lowering of a facility for a public purpose, the Town shall not be charged for the temporary support, protection, raising or lowering of the facility.

(v) Installation of Telecommunications Towers, Antennas and Equipment Facilities in the Public Rights-of-Way. For the purposes of this subsection (v), to the extent not expressly prohibited by federal law, state law, the Town Code or applicable Florida Public Service Commission rules and regulations, the standards contained herein apply prospectively for all new Antennas and Equipment Facilities, as defined by Town Code, and a legally maintained light pole and/or utility pole in the Public Rights-of-Way shall be referred to as a ("Vertical

Structure(s)"). An Antenna and/or Equipment Facility placed in the Public Rights-of-Way shall be subject to the following criteria:

- (i) No Telecommunications Towers may be installed or placed in the Public Rights-of-Way;
- (ii) No Equipment Facility may be installed or placed in the Public Rights-of-Way, with the exception of existing Equipment Facilities installed to support an Antenna that has been placed on a Vertical Structure, with the consent of its owner, subject to the standards contained in this subsection (v) herein;
- (iii) Any Antenna or Equipment Facility installed in the Public Rights-of-Way shall be subject to all site plan review and approval and permitting requirements of the Town;
- (iv) No Communications Provider or Registrant may Overlash an Antenna onto an Attachment [for the provision of Communications Services](#) in the Public Rights-of-Way;
- (v) No Equipment Facility shall be placed on the ground in the Public Rights-of-Way;
- (vi) No back-up power sources including, but not limited to, generators and fuel storage tanks, may be installed or placed in the Public Rights-of-Way;
- (vii) An Equipment Facility used in association with an Antenna mounted on a Vertical Structure shall be placed in any of the following areas:
 - (a) Underground in the Public Rights-of-Way; or
 - (b) On an adjacent property in accordance with Section 33-63.14 of the Town Code, with the consent of the property owner, provided that all the wiring is underground; or
- (viii) A provider of Communications Services that wants to mount an Antenna on a Vertical Structure must submit an application required by Section 33-63.5 of the Town's Wireless Telecommunications Facilities Ordinance, register with the Town pursuant to Section 3 herein, and comply with all indemnification, insurance and security fund requirements contained herein. An Application pursuant to this section shall not be deemed a Co-location application;
- (ix) An Antenna may be mounted on an existing Vertical Structure, with the consent of its owner, provided the height of the Antenna does not extend more than ten (10) feet above the top of the Vertical Structure. An existing Vertical Structure may be modified, replaced or rebuilt to accommodate an Antenna so long as the height of the Vertical Structure is not increased by more than ten (10) feet;
- (x) An Antenna that is mounted to a Vertical Structure located adjacent to real property used as a single family residence shall be flush mounted to the Vertical Structure;

(xi) An Antenna that is mounted to a Vertical Structure shall not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, state, or local rule, regulation or law including, but not limited to, the Wireless Ordinance;

(xii) An Antenna that is mounted to a Vertical Structure shall comply with any applicable FCC Emissions Standards;

(xiii) The design, construction, set back, installation and landscaping of an Antenna mounted to a Vertical Structure and an Equipment Facility used in association with an Antenna shall comply with applicable law including, but not limited to, the Florida Building Code and the Town's Wireless Telecommunications Facilities Ordinance;

(xiv) No commercial advertising shall be allowed on an Antenna mounted to a Vertical Structure;

(xv) Any accessory equipment and related housing in the Public Rights-of-Way that is used in conjunction with an Antenna mounted to a Vertical Structure shall comply with any applicable local rules, regulations, ordinances, or laws governing the placement and design of such equipment;

(xvi) An owner of an Antenna or Equipment which places an Antenna or Equipment Facility underground in the Public Rights-of-Way shall maintain appropriate membership in the one-call notification system or participate in any other applicable notification center for subsurface installations as provided by Florida Statutes, as amended; and

(xvii) An owner of an Antenna or Equipment Facility which places an Antenna or Equipment Facility in the Public Rights-of-Way pursuant to this subsection (v) is subject to any applicable provisions governing placement, maintenance or enforcement contained in this article as determined by the Town Manager.

Sec. 5. Compensation for Use of Rights-of-Way

(a) A Registrant that places or maintains Communications Facilities in the Public Rights-of-Way shall be required to pay compensation to the Town as required by applicable law and ordinances of the Town.

(b) A Registrant that places or maintains Communications Facilities in the Public Rights-of-Way, other than a Registrant that provides local services as defined in §202.11(2), F.S., within the Town, shall pay to the Town the fees required to be paid by providers of toll service within the Town.

(c) A Registrant, that makes physical use of the Public Rights-of-Way and who is not providing Communications Services as defined in §202.11(2), F.S., or a Registrant that makes physical use of the Public Rights-of-Way and who is not serving a Communications Service customer at retail within the jurisdictional limits of the Town at the time the Registrant begins to

make physical use of the Public Right-of-Way, shall pay to the Town annually no less than Five Hundred Dollars (\$500) per linear mile of any cable, fiber optic, or other pathway that makes physical use of the Public Rights-of-Way. The Town may adopt additional fees or other consideration, provided that any fee or other consideration imposed by the Town in excess of Five Hundred Dollars (\$500) per linear mile shall be applied in a nondiscriminatory manner and shall not exceed the sum of:

- (1) Costs directly related to the inconvenience or impairment solely caused by the disturbance of the Public Rights-of-Way;
- (2) The reasonable cost of the regulatory activity of the Town; and
- (3) The proportionate share of cost of land for such street, alley or other public way attributable to utilization of the Public Rights-of-Way by a Communications Service Provider.

(4) The fee or other consideration imposed pursuant to this subsection shall not apply in any manner to any communications company which provides Communications Services as defined in §202.11(2), F.S., for any services provided by such communications company. Notwithstanding anything herein to the contrary, the Town shall at all times hereby require the maximum compensation allowed under applicable law.

(d) Except to the extent prohibited by applicable law:

- (1) The fee payments to be made pursuant to this Section shall not be deemed to be in the nature of a tax;
- (2) Such fee payments shall be in addition to any and all taxes of a general applicability;
- (3) A Registrant shall not have or make any claim for any deduction or other credit of all or any part of the amount of said fee payments from or against any of said Town taxes or other fees or charges of general applicability which Registrant is required to pay to the Town, except as required by law; and

(e) The fee specified herein is the minimum consideration for use of the Public Rights-of-Way, including all public easements, for the purpose of installing and maintaining a Communications Facility.

Sec. 6. Suspension of Permits.

(a) Subject to section 7 below and to providing reasonable notice and an opportunity to cure, the Town Manager or designee may suspend a permit issued or deny an application for a subsequent permit to a registrant for work in the public rights-of-way for one or more of the following:

(1) Failure to satisfy permit conditions, or conditions set forth in this article or other applicable Town ordinances, codes or regulations governing placement or maintenance of communications facilities in public rights-of-way, including without limitation, failure to take reasonable safety precautions to alert the public of work at the work site, or to restore any public rights-of-way;

(2) Misrepresentation or fraud by registrant in a registration or permit application to the Town;

(3) Failure to properly renew or ineffectiveness of registration; or

(4) Failure to relocate or to remove facilities as may be lawfully required by the Town.

(b) After the suspension or denial of a permit pursuant to this section, the Town shall provide written notice of the reason to the registrant.

Sec. 7. Appeals.

(a) Final, written decisions of the Town Manager or designee suspending or denying a permit, denying an application for a Registration or denying an application for renewal of a Registration are subject to appeal. An appeal must be filed with the Town within thirty (30) days of the date of the final, written decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The Town shall hear or appoint a hearing officer to consider the appeal. The hearing shall occur within thirty (30) days of the receipt of the appeal, unless waived by the registrant, and a written decision shall be rendered within twenty (20) days of the hearing. Upon correction of any grounds that gave rise to a suspension or denial, the suspension or denial shall be lifted.

(b) Nothing in this article shall affect or limit the remedies the Town has available under applicable law.

Sec. 8. Conditional Use of Public Rights-of-Way.

(a) In the event Registrant desires to use its existing facilities or to construct new facilities for the purpose of providing other utility or non-utility services to existing or potential consumers or resellers, by providing any other services other than the provision of communications service, or for providing any other use to existing or potential consumers, a Registrant shall seek such additional and separate authorization from Town for such activities as may be required by applicable law.

(b) To the extent that any person or registrant leases or otherwise uses the facilities of a person that is duly registered or otherwise authorized to place or maintain facilities in the public rights-of-way of the Town, such person or registrant shall make no claim, nor assert any right, which will impede the lawful exercise of the Town's rights, including requiring the removal of such facilities from the public rights-of-way of the Town, regardless of the effect on

Registrant's ability to place or maintain its own communications facilities in public rights-of-way of the Town.

Sec. 9. Termination of Registration.

(a) The involuntary termination of a previously effective registration may only be accomplished by an action of the Town commission. The Town may declare the registration terminated and revoke and cancel all privileges granted under that registration if: (a) a federal or Florida authority suspends, denies, or revokes a Registrant's certification or license to provide communications service, (b) the Registrant's placement and maintenance in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way, or (c) the Registrant abandons all of its communications facilities in the public rights-of-way.

(b) Prior to such termination for any of the reasons set forth in this section, the Town manager or his designee shall notify the registrant in writing setting forth the matters pertinent to such reasons and describing the proposed action of the Town with respect thereto. The Registrant shall have sixty (60) days after receipt of such notice within which to cure the violation, or within which to present a plan, satisfactory to the Town commission, to accomplish the same.

(c) In the event of a vote by the Town Council to terminate the registration, the Registrant shall, within a reasonable time following such termination, provide an acceptable plan for transferring ownership of the communications facilities to another person in accordance with this article or shall remove or abandon the facilities and take such steps as are necessary to render every portion of the facilities remaining in the public rights-of-way of the Town safe. If the Registrant has either abandoned its facilities or chooses to abandon its facilities, the Town may either (a) require the Registrant or the registrant's bonding company to remove some or all of the facilities from the public rights-of-way and restore the public rights-of-way to its condition immediately prior to the removal; (b) the Town may require that some or all of the facilities be removed and the public rights-of-way restored to its such condition at the Registrant's expense, using Town employees, agents or contractors, and charge any and all costs to the Registrant and require reimbursement, or (c) utilize or allow other persons to utilize the Registrant's abandoned facilities. The obligations of the Registrant hereunder shall survive the termination of a registration. In the event of a declaration of termination of registration, this provision does not permit the Town to cause the removal of any facilities that are used to provide another service for which the Registrant holds a valid certification or license with the governing federal or state agency, where required, and is properly registered with the Town, for such certificated service, where required.

(d) A final order of the Town imposed pursuant to Florida Statutes, and applicable provisions of this Article and the Town Code, if any, shall constitute a lien on any property of the owner and may be enforced as provided therein.

Sec. 10. Transfer of Control, Sale or Assignment of Assets.

(a) If a Registrant transfers, sells or assigns its Registration or its facilities in the

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

public rights-of-way, incident to a transfer, sale or assignment of the Registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. To the extent allowed by applicable law, written notice of any such transfer, sale or assignment or transfer of ownership or control of a Registrant's business shall be provided to the Town within fourteen (14) business days of the effective date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided in section 3 within sixty (60) days of the transfer, sale or assignment. If permit applications are pending in the Registrant's name, the transferee, buyer or assignee shall notify the appropriate Town officials that the transferee, buyer or assignee is the new applicant.

(b) Any mortgage, pledge, lease or other encumbrance on the Communications Facilities shall be subject and subordinate to the rights of the Town under this article and applicable law.

Sec. 11. Insurance.

(a) A Registrant shall provide, pay for and maintain satisfactory to the Town the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having a rating in Best's Key Rating Guide of at least A VII and be licensed to do business in Florida. All policies shall be Occurrence and not Claims Made Forms. Registrant's insurance policies shall be primary to any liability insurance policies carried by the Town. The Registrant shall be responsible for all deductibles and self-insured retentions on Registrant's liability insurance policies. All liability policies shall provide that the Town is an additional insured in the endorsement. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the Town annually. Thirty (30) days advance written notice by registered or certified mail must be given to the Town of any cancellation, intent not to renew or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the Town.

(b) The limits of coverage of insurance required shall be not less than the following:

- (1) *Worker's compensation and employer's liability insurance.*
Employer's liability --Five hundred thousand dollar (\$500,000.00)limit each accident five hundred thousand dollars (\$500,000.00) limit per each employee.
- (2) *Comprehensive general liability.*
Bodily injury and property damage --Three million dollars (\$3,000,000.00) combined single limit each occurrence. Said coverage shall not exclude contractual liability, products/completed operations or independent contractors.

- (3) *Business automobile liability.*
Bodily injury and property damage --Three million dollars (\$3,000,000.00) combined single limit each accident.

(c) Umbrella or excess liability. Registrant may satisfy the minimum limits required above for commercial general liability, business auto liability and employer's liability coverage under umbrella or excess liability. The umbrella or excess liability shall have an aggregate limit not less than the highest "each occurrence" limit for commercial general liability, business auto liability or employer's liability. The Town shall be specifically endorsed as an "additional insured" on the umbrella or excess liability, unless the certificate of insurance states the umbrella or excess liability provides coverage on a "follow-form" basis.

(d) Self-insurance. Registrant may satisfy the insurance requirements and conditions of this section under a self-insurance plan and/or retention. Registrant agrees to notify the Town, and/or indicate on the certificate(s) of insurance, when self-insurance is relied upon or when a self-insured retention exceeds one hundred thousand dollars (\$100,000.00). The Town reserves the right, but not the obligation, to request and review a copy of the Registrant's most recent annual report or audited financial statement, which the registrant agrees to furnish for the purpose of determining the registrant's financial capacity to self-insure.

(e) Right to review. Town, by and through its risk management department, reserves the right to review, modify, reject or accept any required policies of insurance or self-insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this section. Town reserves the right, but not the obligation, to review and reject any insurer or self-insurer providing coverage because of its poor financial condition or failure to operate legally.

(f) This section shall not be construed to affect in any way the Town's rights, privileges and immunities as set forth in §768.28, F.S. Insurance under this section shall run continuously with the presence of the registrant's facilities in the public right-of-way and any termination or lapse of such insurance shall be a violation of this section and subject to the remedies as set forth herein. Notwithstanding the foregoing, the Town may, in its sole discretion, require increased or decreased levels of insurance for any other object placed in the Town's rights-of-way by way of individual license agreements.

Sec. 12. Indemnification.

A Registrant shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, members, agents and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the Town arising out of the placement or maintenance of its communications system or facilities in public rights-of-way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this article, provided, however, that a Registrant's obligation hereunder shall not extend to any damages caused solely by the negligence, gross negligence or wanton or willful acts of the Town. This provision includes, but is not limited to, the Town's reasonable attorneys' fees incurred in defending against any such claim, suit or proceedings. Town agrees to notify the Registrant, in writing, within a reasonable time of Town receiving

notice, of any issue it determines may require indemnification. Nothing in this section shall prohibit the Town from participating in the defense of any litigation by its own counsel and at its own cost if in the Town's reasonable belief there exists or may exist a conflict in representation, potential conflict or appearance of a conflict. Nothing contained in this section shall be construed or interpreted: (1) as denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) as consent by the Town to be sued; or (3) as a waiver of sovereign immunity beyond the waiver provided in F.S. §768.28, as it may be amended.

Sec. 13. Construction Bond.

(a) Prior to performing any major construction permitted work in the Public Rights-of-Way, the Town may require the Registrant to establish in the Town's favor a construction bond to secure the restoration of the Public Rights-of-Way and to ensure the Registrant's faithful performance of the construction or other work in the public rights-of-way, in accordance with applicable sections of the Town Code. Notwithstanding the foregoing, a construction bond hereunder shall only be required to the extent that the cost of the restoration exceeds the amount recoverable against the security fund as provided in section 14.

(b) In the event a Registrant subject to such a construction bond fails to complete the work in accordance with the provisions of the permit and this article, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Registrant, or the cost of completing the work, plus a reasonable allowance for attorney's fees, up to the full amount of the bond.

(c) No less than twelve (12) months after completion of the construction and satisfaction of all obligations in accordance with the bond, the Registrant may request the public works/utilities director or designee to remove the requirement to continue the construction bond and the Town shall release the bond within ten (10) days. Notwithstanding, the Town may require a new bond for any subsequent work performed in the Public Rights-of-Way.

(d) The construction bond shall be issued by a surety having a minimum rating of A-1 in Best's Key Rating Guide, Property/Casualty Edition; shall be subject to the approval of the Town Attorney; and shall provide that:

"Unless released by the Town, this bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the Town, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

(e) The rights reserved by the Town with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the Town may have under this section, or at law or equity, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the Town may have.

Sec. 14. Security Fund.

At the time of Registration and as a condition of receiving its first permit to place or maintain a Communications Facility in Public Rights-of-Way after the effective date of this article, the Registrant shall be required to file with the Town, for Town approval, an annual bond, cash deposit or irrevocable letter of credit in the sum of fifty thousand dollars (\$50,000.00) having as a surety a company qualified to do business in the State of Florida, and acceptable to the Town Manager or designee, which shall be referred to as the "security fund." The security fund shall be conditioned on the full and faithful performance by the Registrant of all requirements, duties and obligations imposed upon registrant by the provisions of this article. The bond or guarantee shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the Registrant's full and faithful performance at all times. In the event a Registrant fails to perform its duties and obligations imposed upon the Registrant by the provisions of this article, subject to section 24 of this article, there shall be recoverable, jointly and severally from the security fund and/or from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund. The Town may in its reasonable discretion accept a corporate guarantee of the Registrant or its parent company.

Sec. 15. Reports and Records; Inspections.

(a) A Registrant shall provide the following documents to the Town as received or filed:

(1) Upon reasonable request, any pleadings, petitions, notices, and documents, which may directly impact the obligations under this article and which are reasonably necessary for the Town to protect its interests under this article.

(2) Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy.

(b) Nothing in this subsection shall affect the remedies Registrant has available under applicable law.

(c) In addition, the Town may, at its option, and upon reasonable notice to the Registrant, inspect the facilities in the Public Rights-of-Way and schematics indicating the location of its facilities for a specific site to ensure the safety of its residents.

(d) The Town shall keep any documentation, books and records of the Registrant confidential to the extent required under Florida Statutes.

Sec. 16. Abandonment of a Communications Facility.

(a) Upon abandonment of a Communications Facility owned by a Registrant in the

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

Public Rights-of-Way, the Registrant shall notify the Town of such abandonment within ninety (90) days.

(b) The Town may direct the Registrant by written notice to remove all or any portion of such abandoned facility at the Registrant's sole expense if the Town determines that the abandoned facility's presence interferes with the public health, safety or welfare, which shall include, but shall not be limited to, a determination that such facility:

(1) Compromises safety at any time for any Public Rights-of-Way user or during construction or maintenance in Public Rights-of-Way;

(2) Prevents another person from locating facilities in the area of Public Rights-of-Way where the abandoned facility is located when other alternative locations are not reasonably available; or

(3) Creates a maintenance condition that is disruptive to the Public Rights-of-Way's use.

In the event of (2), the Town may require the third person to coordinate with the Registrant that owns the existing facility for joint removal and placement, where agreed to by the Registrant.

(c) In the event that the Town does not direct the removal of the abandoned facility, the Registrant, by its notice of abandonment to the Town shall be deemed to consent to the alteration or removal of all or any portion of the facility by the Town or another person at such third party's cost.

(d) If the Registrant fails to remove all or any portion of an abandoned facility as directed by the Town within a reasonable time period as may be required by the Town under the circumstances, the Town may perform such removal and charge the cost of the removal against the Registrant.

~~ARTICLE II. CABLE AND VIDEO SERVICE PROVIDERS~~

~~Sec 1. Authorization to Provide Cable or Video Services in Town.~~

~~—All Registrants that provide Cable and Video Services in the Town shall comply with Article I, Article II and Article III of this Chapter and any other applicable federal, state, county or municipal law.~~

~~(a) A Registrant seeking to provide Cable or Video services in the Town, shall file an application for a state issued certificate of franchise authority with the Department and update the information contained in the original application as required by §610.104, F.S., as amended.~~

~~(b) Upon receipt of a certificate of franchise authority from the Department, a Certificateholder shall provide:~~

~~(1) Written notice to the Town that it agrees to comply with this article and all other state laws and rules and regulations regarding the placement and maintenance of communications facilities in the public rights of way that are generally applicable to providers of Communications Services in accordance with §337.401, F.S.;~~

~~(2) A description of the service area, on a municipal or countywide basis, for which the provider seeks to provide Cable or Video services. The description may be provided in a manner that does not disclose competitively sensitive information. Notwithstanding the foregoing:~~

~~(i) For Incumbent Cable or Video Service Providers that have existing local franchise agreements with Miami Dade County, the service area shall be coextensive with the provider's service area description in the existing local franchise.~~

~~(ii) For Certificateholders using telecommunications facilities to provide Video Services, the service area shall be described in terms of entire wire centers that may or may not be consistent with the Town or Miami Dade County boundaries except any portion of a specific wire center which will remain subject to an existing cable or video franchise agreement until the earlier of the agreement's expiration or termination.~~

~~(iii) A Certificateholder that seeks to provide service in additional service areas shall provide notice to the Town that includes the new service area or areas to be served within five (5) business days after first providing service in each additional area.~~

~~Sec. 2. Cable or Video Services for Public Facilities.~~

~~(a) Upon ninety (90) days after receipt of request by the Town, a Certificateholder shall provide one active basic Cable or Video Service outlet to K-12 public schools, public libraries, or local government administrative buildings, to the extent such buildings are located within 200 feet of the Certificateholder's activated video distribution plant.~~

~~(b) At the Town's request, the Certificateholder shall extend its distribution plant to serve such buildings located more than 200 feet from the Certificateholder's activated video distribution plant. In such circumstances, the Town or other governmental entity owning or occupying the building is responsible for the time and material costs incurred in extending the Certificateholder's activated video distribution plant to within 200 feet adjacent to the building. The Cable or Video Services provided under this section shall not be available in an area viewed by the general public and may not be used for any commercial purpose in accordance with applicable law.~~

~~(c) If controlling law changes to require the Certificateholder, or to authorize the Town to~~

~~require the Registrant, to provide Communications Services or facilities to schools, hospitals, government or other public facilities, the Town reserves the right to require such service or facilities.~~

Sec. 3. Public, Educational, and Governmental Access Channels

~~(a) A Certificateholder, not later than 180 days following a request by the Town, shall designate a sufficient amount of capacity on its network to allow the provision of up to two (2) public, educational, and governmental Access Channels or their functional equivalent for noncommercial programming as set forth in this section. The usage of the channels or their functional equivalent shall be determined by a majority of all the Video Service provider's subscribers in the jurisdiction in order of preference of all Video Service subscribers. Cable or video service subscribers must be provided with clear, plain language informing them that public access is unfiltered programming and contains adult content.~~

~~(b) A Cable or Video Service Provider may locate any public, educational, or governmental Access Channel on its lowest digital tier of service offered to the provider's Subscribers in accordance with applicable law. A Cable or Video Service Provider must notify its customers and the Town at least 120 days prior to relocating the applicable educational or governmental Access Channel.~~

~~(c) The operation of any public, educational, or governmental Access Channel or its functional equivalent provided under this section shall be the responsibility of the Town, and a Certificateholder bears only the responsibility for the transmission of such channel content. A Certificateholder shall be responsible for the cost of providing the connectivity to one origination point for each public, educational, or governmental Access Channel up to 200 feet from the Certificateholder's activated video service distribution plant.~~

~~(d) The Town shall ensure that all transmissions, content, or programming to be transmitted over a channel or facility by a Certificateholder are provided or submitted to the Cable or Video Service Provider in a manner or form that is capable of being accepted and transmitted by a provider without any requirement for additional alteration or change in the content by the provider, over the particular network of the Cable or Video Service Provider, which is compatible with the technology or protocol used by the Cable or Video Service Provider to deliver services. To the extent that a public, educational, or governmental Access Channel content provider has authority, the delivery of public, educational, or governmental content to a Certificateholder constitutes authorization for the Certificateholder to carry such content, including, at the provider's option, authorization to carry the content beyond the jurisdictional boundaries of the Town.~~

~~(e) Where technically feasible, a Certificateholder and an incumbent cable service provider shall use reasonable efforts to interconnect their networks for the purpose of providing public, educational, and governmental programming. Interconnection may be accomplished by direct cable, microwave link, satellite, or other reasonable method of connection. Certificateholders and incumbent cable service providers shall negotiate in good faith and incumbent cable service providers may not withhold interconnection of public, educational, and~~

~~governmental Access Channels. The requesting party shall bear the cost of such interconnection.~~

~~(f) A Certificateholder is not required to interconnect for, or otherwise to transmit, public, educational, and governmental content that is branded with the logo, name, or other identifying marks of another Cable or Video Service Provider, and the Town may require a Cable or Video Service Provider to remove its logo, name, or other identifying marks from public, educational, and governmental content that is to be made available to another provider. This subsection does not apply to the logo, name, or other identifying marks of the public, educational, or governmental programmer or producer.~~

~~(h) A court of competent jurisdiction in Miami Dade County shall have exclusive jurisdiction to enforce any requirement under this section 3.~~

Sec. 4. Customer Service Standards

~~—All Registrants that provide Cable and Video Services in the Town, shall comply with the following customer service standards and requirements of 47 C.F.R. §76.309(c), as amended, and any other applicable federal, state, county or municipal law concerning customer service standards, consumer protection, and unfair trade practices. For the purposes of this section 4, a Cable and Video Service Provider, or Certificateholder shall be referred to as “Operator.”~~

~~—(a) Office hours and telephone availability:~~

~~(1) The Operator will maintain a local, toll free or collect call telephone access line which will be available to its Subscribers 24 hours a day, seven days a week.~~

~~(i) Trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours.~~

~~(ii) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.~~

~~(2) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.~~

~~(3) The Operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.~~

~~(4) Under Normal Operating Conditions, the customer will receive a busy signal less than three (3) percent of the time.~~

~~(5) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.~~

~~(b) Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:~~

~~(1) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.~~

~~(2) Excluding conditions beyond the control of the operator, the cable operator will begin working on Service Interruptions promptly and in no event later than 24 hours after the interruption becomes known. The Operator must begin actions to correct other service problems the next business day after notification of the service problem.~~

~~(3) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four hour time block during normal business hours. (The Operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)~~

~~(4) An Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.~~

~~(5) If an Operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.~~

~~(c) Communications between Operators and subscribers:~~

~~(1) Refunds Refund checks will be issued promptly, but no later than either:~~

~~(i) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or~~

~~(ii) The return of the equipment supplied by the Operator if service is terminated.~~

~~(2) Credits. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.~~

~~(3) To the extent allowed by applicable law, the Town may respond to all Operator customer complaints.~~

Sec. 5. Discrimination Prohibited

~~A Registrant may not deny access to service to any individual or group of potential residential Subscribers because of the race or income of the residents in the area in which the individual or group resides in the Town. Enforcement of this section shall be in accordance with §501.2079, F.S., and this article.~~

Sec. 6. Rates.

~~(a) At such time as federal and state law permit rate regulation, the Town reserves all rights to implement and impose such regulation, and may do so by amendment to this article, by separate ordinance or in any other lawful manner.~~

~~(b) Nothing in this article shall prohibit the Town from regulating rates for Cable or Video Services to the full extent permitted by law.~~

~~(c) The Town Council shall have the sole authority to regulate rates for Cable or Video Services in accordance with applicable law.~~

Sec. 7. Municipal Communications System Ownership Authorized.

~~(a) To the full extent permitted by law, the Town may acquire, construct, own, and/or operate a communications system.~~

~~(b) Nothing in this article shall be construed to limit in any way the ability or authority of the Town to acquire, construct, own, and/or operate a Communications System to the full extent permitted by law.~~

ARTICLE III - ADMINISTRATION AND ENFORCEMENT

Sec. 1. Administration.

The Town Manager, either directly or through a duly appointed designee, shall have the responsibility for overseeing the day-to-day administration of this Chapter and other applicable law. The Town Manager shall be empowered to take all administrative actions on behalf of the Town, except for those actions specified in this Chapter that are reserved to the Town Council. The Town Manager may recommend that the Council take certain actions with respect to the Registrant. The Town Manager shall provide the Council with assistance, advice and recommendations as appropriate.

Sec. 2. Enforcement Remedies.

(a) In addition to any other remedies available at law, including but not limited to §166.0415, F.S., and Ch. 162, F.S., or equity or provided in this article, the Town may apply any one or combination of the following remedies in the event a registrant violates this article, or

applicable ~~local~~ law or order related to the Public Rights-of-Way:

(1) Failure to comply with the provisions of the article or other law applicable to occupants of the Public Rights-of-Way may result in imposition of penalties to be paid by the registrant to the Town in an amount of not less than two hundred fifty dollars (\$250.00) per day or part thereof that the violation continues.

(2) In addition to or instead of any other remedy, the Town may seek legal or equitable relief from any court of competent jurisdiction in accordance with this article or applicable law.

(b) Before imposing a fine pursuant to subsection (a)(1) of this section, the Town shall give written notice of the violation and its intention to assess such penalties, which notice shall contain a description of the alleged violation. Following receipt of such notice, the registrant shall have thirty (30) days to either: (a) cure the violation to the Town's satisfaction and the Town shall make good faith reasonable efforts to assist in resolving the violation; or (b) file an appeal with the Town to contest the alleged violation. Section 7 shall govern such appeal. If no appeal is filed and if the violation is not cured within the thirty-day period, the Town may collect all fines owed, beginning with the first day of the violation, through any means allowed by law.

(c) In determining which remedy or remedies are appropriate, the Town shall take into consideration the nature of the violation, the Person or Persons bearing the impact of the violation, the nature of the remedy required in order to prevent further violations and such other matters as the Town determines are appropriate to the public interest.

(d) The Town's recourse for a violation of state law including, but not limited to §§610.102-610.120, F.S., as they may be amended, may be remedied in a court of competent jurisdiction or as otherwise provided by applicable law.

~~(de)~~ Failure of the Town to enforce any requirements of this article shall not constitute a waiver of the Town's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

(ef) In any proceeding before the Town where there exists an issue with respect to a registrant's performance of its obligations pursuant to this article, the Registrant shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this article. The Town may find a Registrant that does not demonstrate compliance with the terms and conditions of this article in default and apply any one or combination of the remedies otherwise authorized by this article.

(fg) The Town Manager or designee shall be responsible for administration and enforcement of this article, and is authorized to give any notice required by law.

(gh) If a Registrant is found by a court of competent jurisdiction not to be in compliance with the requirements of this article, the Registrant shall have a reasonable period of

time, as specified by the court, to cure such noncompliance.

Sec. 3. Force Majeure.

In the event a Registrant's performance of or compliance with any of the provisions of this article is prevented by a cause or event not within the Registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such Registrant uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within Registrant's control, and thus not falling within this section, shall include, without limitation, Registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of Registrant's directors, officers, employees, contractors or agents.

Sec. 4. Reservation of Rights.

(a) The Town reserves the right to amend this article as it shall find necessary in the lawful exercise of its police powers.

(b) This article shall be applicable to all Communications Facilities placed in the Public Rights-of-Way on or after the effective date of this article and shall apply to all existing Communications Facilities placed in the Public Rights-of-Way prior to the effective date of this article, to the full extent permitted by state and federal law.

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. Savings. All fees and other dollar amounts owed to the City under any contract, Agreement, or other provisions of the City Code as of the effective date of this Ordinance, whether known or unknown, shall not be affected by the adoption of this Ordinance and the City expressly reserves its rights with respect to such amounts.

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

PASSED on first reading this 18th day of June, 2008.

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

PAUL 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

FINAL VOTE AT ADOPTION:

- Mayor Paul Vrooman _____
- Vice Mayor Ed MacDougall _____
- Council Member Timothy J. Meerbott _____
- Council Member Ernest Sochin _____
- Council Member Peggy Bell _____