



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, November 18, 2009, 7:00 p.m.

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 for Cutler Bay Police Officer O'Riley
- B. Presentation from South Florida Water Management District

3. APPROVAL OF MINUTES

- A. Regular Council Meeting – October 21, 2009

TAB 1

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.

- A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES,

TAB 2

AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE CORRADINO GROUP FOR ENGINEERING SERVICES FOR BEL-AIRE SUB-BASIN 8 SECTION 5.2 PAVING AND DRAINAGE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE SAGA BAY DRAINAGE BASIN 1.5 PAVING AND DRAINAGE IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

TAB 3

C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE PROVISION OF LANDSCAPING SERVICES FOR THE TOWN; APPROVING THE SELECTION OF GROUNDKEEPERS, INC. TO PROVIDE LANDSCAPING SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A AGREEMENT WITH GROUNDKEEPERS, INC.; AND PROVIDING AN EFFECTIVE DATE.

TAB 4

D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE AGREEMENT WITH H & J ASPHALT INC. FOR ROADWAY RESURFACING IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 5

E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH CORZO, CASTELLA, CARBALLO, THOMPSON, AND SALMAN (C3TS), INC. FOR ENGINEERING SERVICES FOR ROADWAY RESURFACING IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

TAB 6

F. 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 AND MIAMI-DADE COUNTY OFFICE OF GRANTS COORDINATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR EFFECTIVE DATE.

TAB 7

G. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE TOWN OF CUTLER BAY STOPLIFTING PROGRAM; AUTHORIZING THE TOWN MANAGER TO DRAFT AND IMPLEMENT THE PROGRAM; AND PROVIDING FOR EFFECTIVE DATE. **(VROOMAN)**

ADD-ON

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, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

TAB 8

B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING SECTION 2 OF ORDINANCE 07-19 RELATING TO COMMUNITY-WIDE GARAGE SALES; AND PROVIDING FOR AN EFFECTIVE DATE. **(BELL)**

TAB 9

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

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING SECTION 2 OF ORDINANCE 06-06 OF THE TOWN CODE OF ORDINANCES RELATING TO ACCESSORY USES AND STRUCTURES; AND PROVIDING FOR AN EFFECTIVE DATE. **(MACDOUGALL)**

TAB 10

9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)

A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE NO. 08-18 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2008/2009 FISCAL YEAR BY REVISING THE 2008/2009 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

TAB 11

B. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ESTABLISHING THE CANDIDATE QUALIFYING PERIOD OF THE 2010 MUNICIPAL GENERAL ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

TAB 12

C. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING SECTION 33-39.4 ENTITLED "TEMPORARY OUTDOOR SALES" OF THE TOWN CODE OF ORDINANCES TO PERMIT CERTAIN TEMPORARY OUTDOOR SALES WITHIN THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 13

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. Special Council Meeting

Monday, November 23rd at 5:00 p.m., Town Hall, 10720 Caribbean Blvd., Suite 105. Action Item: Lakes by the Bay Park Interlocal Agreement.

B. 2009 State of the Town Address

Monday, November 23rd at 7:00 p.m. at Centennial Middle School Auditorium, 8601 SW 212th ST

C. Town Hall Closed

Thursday, November 26th and Friday, November 27th. Town Hall will be closed in observance of the Thanksgiving holiday.

D. Special Council Meeting

Tuesday, December 8, 2009, at 4:00 p.m. at Town Hall, 10720 Caribbean Blvd., Suite 105

E. Council Workshop

Tuesday, December 8, 2009, Immediately Following the Special Council Meeting scheduled at 4:00 p.m., at Town Hall, 10720 Caribbean Blvd., Suite 105

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, October 21, 2009, 7:00 p.m.
South Dade Regional Library
10710 SW 211th Street, 2nd Floor
Cutler Bay, Florida 33189

- 1. CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the mayor at 7:10 PM. Present were the following:

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

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

Councilmember Ernest N. Sochin was absent.

The mayor led the Pledge of Allegiance.

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

3. APPROVAL OF MINUTES:

A. Councilmember Meerbott made a motion approving the minutes of the second budget hearing on September 23, 2009. The motion was seconded by Councilmember Bell and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

B. Councilmember Meerbott made a motion approving the minutes of the regular council meeting on September 23, 2009. The motion was seconded by Councilmember Bell and adopted by a unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

4. REPORTS

A. TOWN MANAGER'S REPORT

The manager reported that the following update on Town projects: sidewalk repair is approximately sixty percent completed, the Saga Bay drainage improvement project is approximately fifty percent completed and on schedule to be completed right after Thanksgiving, and the Old Cutler Road improvements is currently in its first phase which is the solicitation for design-build services. The

SW 216th Street lighting project was advertised already and County staff is currently reviewing proposals and the estimated start date for the project is February 2010. The manager is working with the town attorney to recover \$157,000 in arrears from Miami-Dade Transit for bus benches and will be paying the Town on a monthly basis until paid off. He reported that the Lakes by the Bay Park negotiations are still underway and is hoping to have another version of the Interlocal agreement. The manager requested that he withdraw Item B from Ordinances for first reading. He also added an item to the agenda for the Council's consideration in reference to renewing the current office space leases.

B. TOWN ATTORNEY'S REPORT: None at this time.

C. BOARD AND COMMITTEE REPORTS, COUNCIL ANNOUNCEMENTS

Member Bell reported that the Town Events committee has smoothly transitioned into the Parks committee. She stated that the next Parks committee meeting would be tomorrow night at 7:00 p.m. at Cutler Ridge Park.

5. CONSENT AGENDA:

A. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE SELECTION OF KONICA MINOLTA FOR THE LEASE OF LARGE CAPACITY COPIERS BASED ON COMPETITIVE BIDS OBTAINED BY ANOTHER GOVERNMENT AGENCY; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ACCEPTING A GRANT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE BEL AIRE SUB-BASIN STORMWATER/POLLUTANT ELIMINATION PROJECT; APPROVING THE GRANT AGREEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE GRANT AGREEMENT BETWEEN THE TOWN AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager pulled Item C and added a resolution to the Consent Agenda relating to Item C.

Councilmember Meerbott made a motion to approve the Consent Agenda as amended with Item C and the town manager's add-on resolution pulled for discussion. The motion was seconded by Councilmember Bell and Resolutions 09-75 through 09-76 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolutions by title:

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE SELECTION OF OFFICE SPACE FOR THE TOWN; APPROVING THE SELECTION OF OFFICE SPACE FROM PINNACLE INVESTMENT PROPERTIES, INC.; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PINNACLE INVESTMENT PROPERTIES, INC. FOR APPROXIMATELY 1,071 SQUARE FEET OF OFFICE SPACE; AND PROVIDING AN EFFECTIVE DATE.

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE SELECTION OF OFFICE SPACE FOR THE TOWN; APPROVING THE SELECTION OF OFFICE SPACE FROM PINNACLE INVESTMENT PROPERTIES, INC.; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PINNACLE INVESTMENT PROPERTIES, INC.; AND PROVIDING AN EFFECTIVE DATE.

The town manager provided a brief explanation on the resolution. He further explained that the Public Works Department is expanding and space is need to accommodate the new addition in staff. He mentioned that the current agreements are expiring and need to be extended.

Councilmember Meerbott made a motion to approve the resolutions jointly. The motion was seconded by Councilmember Bell and Resolutions 09-77 and 09-78 were adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, 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)

The town clerk read the following ordinance by title:

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE NO. 08-18 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2008/2009 FISCAL YEAR BY REVISING THE 2008/2009 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

The town attorney provided an explanation on the ordinance.

Vice Mayor MacDougall made a motion to approve the ordinance. The motion was seconded by Councilmember Meerbott and the ordinance passed with a 4-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following ordinance by title:

- C.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ESTABLISHING THE CANDIDATE QUALIFYING PERIOD OF THE 2010 MUNICIPAL GENERAL ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The town attorney provided an explanation on the ordinance. He clarified that due to the new state requirements for the election ballots that the qualifying dates had to change at the request of the Miami-Dade Supervisor of Elections.

Councilmember Bell made a motion to approve the ordinance. The motion was seconded by Vice Mayor MacDougall and the ordinance passed with a 4-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

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

The town clerk read the following ordinance by title:

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING SECTION 33-39.4 ENTITLED "TEMPORARY OUTDOOR SALES" OF THE TOWN CODE OF ORDINANCES TO PERMIT CERTAIN TEMPORARY OUTDOOR SALES WITHIN THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager provided an explanation on the ordinance. The manager explained that this Ordinance would allow the temporary sale of holiday trees and fireworks.

The mayor opened the public hearing. Freddie Ambrose, 19310 Bel Aire Drive, addressed the Council.

Mayor Vrooman offered several amendments for consideration. The first amendment was to extend the sale of products maximum days prior to the holiday to thirty days instead of the current twenty days. The second amendment for consideration was to include pumpkins for the October events, such as Halloween. The third amendment offered was to allow the use of a recreational vehicle for monitoring and security of the goods on the property. All members were in consensus of the offered amendments to the ordinance.

Councilmember Meerbott made a motion to approve the ordinance with Vrooman's amendments. The motion was seconded by Councilmember Bell and the ordinance passed with a 4-0 roll call vote.

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

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

The town clerk read the following ordinance by title:

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING ROADS, POLICE, FIRE/RESCUE, PUBLIC BUILDINGS, AND PARKS IMPACT FEES; REPEALING CHAPTER 33H PARK IMPACT FEE ORDINANCE; REPEALING CHAPTER 33I POLICE SERVICES IMPACT FEE ORDINANCE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

The town manager provided an explanation on the ordinance. He mentioned that the recommended fees are lower than that of the County's.

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

Vice Mayor MacDougall made a motion to approve the ordinance. The motion was seconded by Councilmember Bell and the ordinance passed with a 4-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following ordinance by title:

- B.** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REVISING ORDINANCE 06-22 TO PROVIDE FOR THE DISPOSITION OF SURPLUS MATERIALS VALUED AT LESS THAN \$5,000.00; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The town manager provided an explanation on the ordinance.

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

Councilmember Bell made a motion to approve the ordinance. The motion was seconded by Vice Mayor MacDougall and the ordinance passed with a 4-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

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: Mark (Inaudible), 9110 Bahia Drive and Graham Penn, 200 South Biscayne Boulevard.

11. MAYOR AND COUNCIL COMMENTS:

Councilmember Bell reported that Cutler Ridge Park will be host to a haunted Halloween house and event on October 31st. She also announced that November 14th will be the third annual Hometown Harvest Bike Ride.

12. OTHER BUSINESS:

Graham Penn, 200 South Biscayne Boulevard, addressed the Council in reference to amending the Town's current floodplain management ordinance. It was the general consensus of the Council that they would not be in support of recommending Town staff to draft an amendment to the ordinance at this time.

David Paz, 9100 South Dadeland Boulevard, addressed the Council in reference to an issue that referred to the snack/hot dog stand located at the South Dade Government Center Courthouse.

Ana Flores, 2882 West 71 Place, addressed the council in reference to her business located at the South Dade Government Center. She explained that her hot dog vending stand business outside of the courthouse has ceased due to the Town's code. She proceeded to explain that she is willing to work with the Town and go through correct process of seeking a variance.

13. ADJOURNMENT

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

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 18th day of November, 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



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: November 18, 2009

Re: **EXECUTION OF AGREEMENT FOR ENGINEERING SERVICES FOR BEL-AIRE SUB BASIN 8 SECTION 5.2 AREA PAVING & DRAINAGE IMPROVEMENTS**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE CORRADINO GROUP FOR ENGINEERING SERVICES FOR BEL-AIRE SUB BASIN 8 SECTION 5.2 AREA PAVING AND DRAINAGE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

At the November 17, 2007 Town Council meeting, Resolution No. 07-03 was adopted approving the execution of non-exclusive professional services agreements with firms to provide various engineering and architectural services for the Town, including Landscape Architectural Services.

Following a thorough evaluation by the Town's Selection Committee which included previous experience with similar projects, the proposed scope of services, project deliverables and overall cost, the Public Works Department has selected The Corradino Group to complete engineering design and construction phase services for Bel-Aire sub basin area paving & drainage improvements. The engineering design services and construction phase services costs for this project total \$ 49,430.41 which, is eligible for reimbursement by the South Florida Water Management grant award (# 460001901). The project area has been identified in the Town's Stormwater Master Plan, as a "priority" drainage basin project.

The engineering consultant will address the current flooding issues occurring in the Bel-Aire residential neighborhood located adjacent to the C-1N South Florida Water Management District canal. The Bel-Aire sub basin is located south of Cutler Ridge Drive (S.W. 200th street, west of S.W. 101st Avenue and lays on the eastern side of the C-1N canal). The Project will provide for improved flood protection locally, and improved water quality in the C-1N Canal and the downstream receiving water body, Biscayne Bay, an Outstanding Florida Water and District designated priority water body. This will be accomplished by increasing the efficiency and capacity of the existing drainage system and by implementing standard treatment technologies for stormwater runoff will be repaved, in order to re-slope the existing roadway grade to maximize the stormwater retention capacity of existing drainage structures. Additionally, the



existing catch basins will be reconstructed as required to provide sediment traps (sumps) and pollutant retardant baffles will be installed. Pollutants such as: Total Phosphorous (TP), Total Nitrogen (TN), and Total Suspended Solids (TSS) will be reduced as a result of the proposed drainage improvements.

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Town Manager to execute an agreement with The Corradino Group for engineering design services for the Bel-Aire sub basin 8 section 5.2 area paving & drainage improvements.



RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE CORRADINO GROUP FOR ENGINEERING SERVICES FOR BEL-AIRE SUB-BASIN 8 SECTION 5.2 PAVING AND DRAINAGE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 14, 2007 the Town of Cutler Bay (the “Town”) adopted Resolution No. 07-52 approving the execution of non-exclusive professional services agreements to provide various engineering and architectural services for the Town; and

WHEREAS, The Corradino Group is one of the firms that was selected to perform professional services pursuant the Resolution No. 07-52, and

WHEREAS, the Town seeks to improve the existing drainage deficiencies occurring in the surrounding area of the Bel-Aire neighborhood; and

WHEREAS, the Town’s Stormwater Master Plan has identified the surrounding area located within the Bel-Aire neighborhood as a “priority” stormwater basin; and

WHEREAS, the Town was awarded a South Florida Water Management District (“District”) grant (# 4600001901) for Stormwater Improvements; and

WHEREAS, the Bel-Aire Sub-Basin 8, Section 5.2 paving and drainage improvement costs are eligible for reimbursement from the “District”; and

WHEREAS, in accordance with the stipulations of the professional services agreements, the Public Works Department received a proposal from The Corradino Group which has an executed agreement with the Town; and

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

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

Section 2. Authorization. The Town Manager is authorized to execute an agreement with Kimley-Horn and Associates, Inc. in the amount of \$49,430.41 for engineering design and construction phase services in substantially the form attached hereto.

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

PASSED and ADOPTED this ____ day of ____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

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

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TOWN OF CUTLER BAY
SCOPE OF WORK
Stormwater/Pollution Elimination Project
Bel Aire Sub-Basin 8 Section 5.2

PROJECT UNDERSTANDING

The scope of this work order will include professional engineering services, topographic survey, and geotechnical exploration to prepare design documents and project specifications for localized flood protection improvements and improved water quality in the C-1N Canal and the downstream receiving water body, Biscayne Bay, an outstanding Florida Water and SFWMD designated priority water body.

The project is located in the Bel-Aire Sub-Basin 8, Section 5.2, which is located north of Cutler Ridge Drive and east of S.W. 101st Avenue, and lies on the eastern side of the C1-N Canal.

These improvements will be accomplished by increasing the efficiency and capacity of the existing drainage system and by implementing standard treatment technologies for stormwater runoff. The project will improve the Town's stormwater capabilities by modifying or reconstructing the existing catch basins as required, to provide sediment traps (sumps) and pollution retardant baffles to protect the French drains and weir structures prior to each outfall to restrict the discharge of pollutants to the canal. The improvements will also include the addition of catch basins, French drains, and manholes to provide water quality and quantity treatment at the following intersections:

- **Bel-Aire Drive & S.W. 199th Street**
- **S.W. 101st Avenue & S.W. 199th Street**
- **S.W. 101st Avenue & S.W. 198th Street**

Additionally, the proposed improvements include milling and resurfacing S.W. 101st Avenue from south of S.W. 199th Street to just north of the existing bend approaching Bel-Aire Drive, as well as the cul-de-sacs at the intersections of S.W. 199th Street and S.W. 198th Street.

The scope also includes providing assistance to the Town during the regulatory/permitting phase, construction phase, and closeout of the project.

The following is our scope of services and schedule of fees:

Task 01 - TOPOGRAPHY SURVEY:

Perform Topography Survey of the above referenced locations. Two sets of the survey drawings are to be provided, signed and sealed by a Professional Land Surveyor registered in the State of Florida. Electronic drawing files of the survey are also to be provided in AutoCAD format.

The fee for the Topographic Survey Phase of the project is a Lump Sum amount of \$5,000.00.

Task 02 -- GEOTECHNICAL SERVICES:

Perform three (3) SFWMD constant-head, usual open hole tests and one (1) pavement core at the above referenced locations.

The fee for the Geotechnical Services Phase of the project is a Lump Sum amount of \$2,225.00.

Task 03 -- ENGINEERING DESIGN PHASE:

- A. Attend "kick-off" meeting and initial coordination with the Town of Cutler Bay Public Works Department.
- B. Prepare 100% design documents for the drainage improvements as described above.
- C. Provide updated Engineer's Construction Cost Estimate (Based on Town's ITB #09-06).
- D. Prepare Project Specifications.
- E. Furnish 2 signed and sealed copies of final plans and project specifications to the Public Works Department.

Task 04 --PERMITTING PHASE:

- A. Attend pre-application meeting with Miami-Dade County Department of Environmental Resources (DERM) and SFWMD to discuss the proposed improvements and applicable permits.
- B. Provide technical criteria and submit for permits from applicable regulatory agencies with jurisdiction over the project.

The fee for the Engineering Design and Permitting Phases of the project will be a Lump Sum amount of \$28,136.94.

Task 05 - CONSTRUCTION PHASE (3 Month Duration):

- A. Attend Pre-construction conference.
- B. Perform Construction Engineering Observations (once per week, not to exceed 12 weeks or three [3] months).
- C. Review shop drawings.
- D. Review Contractors' Application for payment and submit recommendation to the Town.
- E. Perform project closeout with contractor, Final Inspection, Punch List, Final Application for Payment review and submit Certificate of Completion.
- F. Assist the Town in securing "As-builts" from the contractor in both reproducible and electronic formats.

The fee for the Construction Phase of the project will be a Lump Sum amount of \$14,068.47.

We will provide the services outlined in Tasks 01 through 05 in an expeditious and orderly manner to meet the schedule mutually agreed to by the Town of Cutler Bay and The Corradino Group for the various elements of the project.

The total fee for the professional engineering services indicated in this Service Order is a Lump Sum amount of \$49,430.41

INFORMATION PROVIDED BY THE CLIENT

The following items are to be provided by the Town of Cutler Bay:

1. Permit application fees. (As required)

CLOSURE

The terms and conditions of the "Continuing Services Agreement" between the Town of Cutler Bay and The Corradino Group (Corradino) shall govern this scope of services.

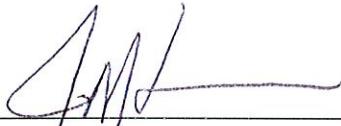
If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to Corradino referencing this document as Exhibit "A". Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by Corradino.

I appreciate this opportunity to submit a letter agreement. Please contact me or Favio Laverde at (305) 594.0735 if you have any questions.

Very truly yours,

THE CORRADINO GROUP

TOWN OF CUTLER BAY



Joseph M. Corradino, AICP
President

Rafael G. Casals
Public Works Director

Date: 8/31/09

Date: _____

Attachment: Man-Hour Estimate

FEE QUOTATION PROPOSAL

Consultant's Name: The Corradino Group
 Project Description: Bel Aire Sub-Basin 8 Section 5.2
 Project Length: Varies

Prepared by: FL
 Date: 8/27/2009

		STAFF HOURS							
	Activity	Principal Engineer	Project Manager	Project Engineer	Engineer Intern	Clerical	Staff Hours by Activity	Salary Cost for Activity	
	Distribution	5%	15%	30%	40%	10%	100%		
1	Roadway Plans	6	18	36	48	12	120	\$12,986.28	
2	Pavement Marking & Signing Plans							\$0.00	
3	Signalization Plans and School Flashers							\$0.00	
4	Roadway Lighting Plans							\$0.00	
5	Drainage Design, Report & Permit Applications w/Sketches	7	21	42	56	14	140	\$15,150.66	
6	Construction Services	7	20	39	52	13	130	\$14,068.47	
7	Master Plan							\$0.00	
	TOTAL HOURS	20	59	117	156	39	390	\$42,205.41	
	Loaded Rates	\$225.00	\$161.40	\$109.11	\$83.28	\$67.14			
	Totals S-H and Cost	\$4,387.50	\$9,441.90	\$12,765.87	\$12,991.68	\$2,618.46	\$42,205.41	\$108.22	

TOTAL CONTRACT COST COMPUTATIONS

Total Activity Salary Costs \$42,205.41
 Subtotal (Salary Related Cost) **\$42,205.41**

Subconsultants

(a) Survey - P(3)SM \$5,000.00
 (b) Geotechnical Services - (PSI) \$2,225.00
 Subtotal \$49,430.41

Expenses

(a) Misc. & Out-of-Pocket Expenses \$0.00

TOTAL LUMP SUM
\$49,430.41

TAB 3



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: November 18, 2009

Re: **EXECUTION OF AGREEMENT FOR ENGINEERING SERVICES FOR SAGA BAY DRAINAGE BASIN 1.5 PAVING & DRAINAGE IMPROVEMENTS**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR SAGA BAY DRAINAGE BASIN 1.5 PAVING AND DRAINAGE IMPROVEMENTS; AND PROVIDING 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 Saga Bay Drainage Basins 1.3 and 1.4 and is funded through a State of Florida Department of Environmental Protection (FDEP) grant LP8912.

The Town received bids for the Saga Bay Drainage Basins 1.3 and 1.4 projects, Invitation to Bid (ITB) #09-08, on May 6, 2009 to alleviate the identified roadway flooding concerns. The project primarily includes the installation of exfiltration trenches, stormwater inlets, piping, and roadway resurfacing. The project was awarded to the responsible lowest bidder, Tasco Plumbing Corporation, at a very competitive cost of \$243,779.00, for both drainage sub-basins 1.3. and 1.4.

The FDEP grant LP8912 awarded to the Town was for \$250,000.00 and the Town's matching portion was for \$ 250,000, for a total project improvement cost of \$ 500,000.

To date, due to carefully drafted requirements aimed at cost efficiency, the Town has appropriated \$ 339,279 towards drainage basins 1.3 and 1.4. Therefore, approximately \$160,000 is remaining as available funds that can be used for additional improvements in the Saga Bay area.

As part of starting construction for the Saga Bay Drainage Basins 1.3 and 1.4 projects, both Town staff and Consulting Engineers (Kimley-Horn and Associates) attended a Saga Bay Home Owners



Association meeting on August 20, 2009. The intent was to coordinate with the community, discuss the project approach, discuss construction impacts, and obtain input from the residents. As part of that meeting, the residents acknowledged the need for the proposed improvements, but also identified the intersection of SW 85th Avenue and SW 203rd Street as an area that regularly experiences localized flooding. This intersection is located within the Saga Bay Drainage Basin 1.5. As a result, Town staff researched the costs associated with addressing the localized drainage problem and determined that design and construction services could be provided with the funds remaining in FDEP grant.

At the November 17, 2007 Town Council meeting, Resolution No. 07-03 was adopted approving the execution of non-exclusive professional services agreements with firms to provide various engineering and architectural services for the Town, including Landscape Architectural Services.

Following a thorough evaluation by the Town's Selection Committee which included previous experience with similar projects, the proposed scope of services, project deliverables and over-all cost, the Public Works Department has selected Kimley-Horn and Associates, Inc. to complete engineering design and construction phase services for the Saga Bay sub basin area 1.5 paving & drainage improvements. The engineering design services and construction phase services costs for this project total \$ 18,000.00 which is eligible for reimbursement by the Florida Department of Environmental Protection (FDEP) grant award. The design services are necessary to develop plans for permit coordination and construction.

Upon completion of the plans, the intent is to obtain a price from Tasco Plumbing Corporation to perform the work. The total price will be based on the unit pricing competitively obtained, through the Town's bidding process, for ITB #09-08 Saga Bay Drainage Basin 1.3 and 1.4 Improvements.

The Saga Bay drainage Basin 1.5 project area has been identified in the Town's Stormwater Master Plan, as a "priority" drainage basin project.

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Town Manager to execute an agreement with Kimley-Horn and Associates, Inc. for engineering design services for the Saga Bay drainage Basin 1.5 paving & drainage improvements.



RESOLUTION NO. 09-__

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE SAGA BAY DRAINAGE BASIN 1.5 PAVING AND DRAINAGE IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 14, 2007 the Town of Cutler Bay (the “Town”) adopted Resolution No. 07-52 approving the execution of non-exclusive professional services agreements (the “Agreements”) to allow firms to provide various engineering and architectural services for the Town; and

WHEREAS, the Town was awarded a State of Florida Department of Environmental Protection grant (LP8912) for the Town’s Stormwater Utility and Management Projects Plan; and

WHEREAS, the Saga Bay area paving and drainage improvement project was a critical part of the Town’s Stormwater Utility and Management Projects Plan;

WHEREAS, the Saga Bay area paving and drainage improvement project costs are eligible for reimbursement from the State of Florida Department of Environmental Protection grant (LP8912); and

WHEREAS, in accordance with the terms of the Agreements and the provisions set forth in Resolution 07-52, the Public Works Department solicited a proposal from Kimley-Horn and Associates, Inc., which has an executed Agreement with the Town, to provide construction phase services for the Saga Bay Drainage Basin area paving and drainage improvement project; and

WHEREAS, Kimley-Horn and Associates had already been selected by the Town to design the Saga Bay Drainage Basin area paving and drainage improvements and has performed well thus far; and

WHEREAS, Town staff has determined that Kimley-Horn and Associates would be best suited to provide additional engineering services for the Saga Bay drainage Basin 1.5 scope of work because their selection would provide continuity and the Town would benefit their existing understanding of the project; and

WHEREAS, Town staff has conducted preliminary negotiations with Kimley-Horn and Associates and estimated the cost of providing these services to the Town to be approximately \$18,000; and

WHEREAS, the Town desires to enter into an amendment to the Agreement with Kimley-Horn and Associates to provide engineering services, for the Saga Bay sub-basin 1.5 additional paving and drainage improvements (attached as Exhibit “A”); and

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

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

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

Section 2. Authorization. In accordance with the terms and conditions of Resolution No. 07-52, which approved the execution of non-exclusive professional services agreements (the “Agreement”) to allow firms to provide various engineering and architectural services for the Town, the Town Manager is authorized, on behalf of the Town, to negotiate and execute with Kimley-Horn and Associates an amendment to the Agreement to provide construction phase services, base bid scope of work, for the Saga Bay sub-basin 1.5 additional paving and drainage improvements, in substantially the form attached hereto as Exhibit “A”.

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

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

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

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

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

PROJECT AGREEMENT

Between

TOWN OF CUTLER BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

for

Work Authorization No. 09-11

Saga Bay 1.5
Localized Paving and Drainage Improvements

PROJECT AGREEMENT

Between

THE TOWN OF CUTLER BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 09-11

Saga Bay 1.5

Localized Paving and Drainage Improvements

Pursuant to the provisions contained in the “Non-Exclusive Professional Services Agreement” between the TOWN OF CUTLER BAY, FLORIDA, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189 (the “TOWN”) and Kimley-Horn and Associates, Inc., (“CONSULTANT” or “ENGINEER”) dated January 17, 2008, this project agreement authorizes the CONSULTANT to provide the services as set forth below:

The TOWN and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the TOWN for the design of localized paving and drainage improvements in the Saga Bay 1.5 drainage basin as described in the “Project Description” attached as Exhibit “1.” The paving and drainage improvements will be designed in accordance with the TOWN’s Stormwater Master Plan criteria.

1.2 The “Scope of Services” and tasks to be provided by the CONSULTANT for this project are those services and tasks as listed in Exhibit “2.”

1.3 The TOWN may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement,

prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the TOWN the following Deliverables:

See Scope of Services in Attachments EXHIBIT “2”.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to section 4 or other applicable provisions of this project agreement. The TOWN manager, in his sole discretion, may extend the term of this agreement through written notification to the CONSULTANT. The extension shall not exceed 90 days.

3.2 **Commencement.** The CONSULTANT’s services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement (“Commencement Date”) provided to the CONSULTANT from the TOWN. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the TOWN manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the TOWN on the Commencement Date, and shall continuously perform services to the TOWN, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the Town in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the Town the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the Town reasonably believes that completion will be inexcusably delayed, the Town shall be entitled, but not required, to withhold from any amounts otherwise

due the consultant an amount then believed by the Town to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the Town has withheld payment, the Town shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** TOWN agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" \$18,000.00. The Lump Sum fee will not exceed \$18,000.00

4.2 **Reimbursable Expenses.** The following expenses are included in the Lump Sum fee: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage, photo and reproduction services.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the TOWN. The TOWN shall pay CONSULTANT within 30 days of approval by the TOWN manager of any invoices submitted by CONSULTANT to the TOWN.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The CONSULTANT shall provide the TOWN with additional backup documentation within five working days of the date of the TOWN'S notice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in

compliance with any term or condition of this project agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the TOWN'S reasonable satisfaction.

5.4 **Retainage.** The Town reserves the right to withhold retainage in the amount of 10 percent of the final payment due to the consultant until the project is completed. Said retainage may be withheld as security for the successful completion of the consultant's duties and responsibilities under the project agreement. Any retainage held will be released immediately upon receipt of deliverables for all tasks as outlined in the Scope of Work and Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the TOWN that, upon receipt from the TOWN of the amount invoiced, all obligations of the CONSULTANT to others, including its CONSULTANT's, incurred in connection with the project, shall be paid in full. The CONSULTANT shall deliver to the TOWN all documents requested by the TOWN evidencing payments to any and all subconsultant's, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the TOWN by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this project agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against any costs incurred in replacing CONSULTANT for this project agreement. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the TOWN for convenience upon 14 days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding sub CONSULTANT obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the TOWN and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the TOWN make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the CONSULTANT's work product shall become the property of the TOWN and the CONSULTANT shall, within 10 working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this project agreement. Further, upon the TOWN'S request, the CONSULTANT shall assign its rights, title and interest under any subconsultant's agreements to the TOWN.

6.4 **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the TOWN, the CONSULTANT shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS

7.1 This project agreement incorporates the terms and conditions set forth in the attached Kimley-Horn and Associates, Inc. Standard Provisions. In the event that any terms or conditions of this project agreement conflict with the Standard Provisions, the provisions of this specific project agreement shall prevail and apply.

TOWN OF CUTLER BAY

By: _____
Steven J. Alexander, Town Manager

Date: _____

ENGINEER

Kimley-Horn and Associates, Inc.

By: _____
Gary R Ratay, Senior Associate

Date: _____

Exhibit "1"

Project Description

This proposal is to assist the Town in addressing localized flooding issues occurring in a portion of the Saga Bay 1.5 drainage basin as defined in the Town's Stormwater Master Plan. The Project Area consists of the contributing drainage area to the intersection of SW 85th Avenue and SW 203rd Street. The project will be funded with dollars remaining in the FDEP grant number LP6819.

Exhibit “2”

Scope of Services

The professional services for this project will include the following:

Task 1 - Project Initiation and Survey

As part of this task, the CONSULTANT shall obtain, review, and analyze survey information for the Project Area. Upon receipt of the survey, the CONSULTANT shall visit the Project Area to collect data and note existing conditions. The survey and information collected during the site visits will be utilized to develop a schematic design plan.

Task 2 – Schematic Design

Conceptual drainage calculations will be prepared to determine the length of exfiltration trench needed to comply with the TOWN’s adopted level of service. It is anticipated that the schematic design plan will generally consist of the following sheets:

- Paving, Grading and Drainage Plans (3 sheets)
- Paving, Grading and Drainage Details (1 sheet)

It is understood that the TOWN will issue the construction of the improvements as a Work Authorization to the General Contractor currently performing the Saga Bay 1.3 and 1.4 project improvements. Therefore, the existing Saga Bay 1.3 and 1.4 Contract Documents will be utilized for this additional work. Construction costs will be based on the Saga Bay 1.3 and 1.4 unit prices previously obtained through competitive bid. Elements within this document will be supplemented as deemed necessary by the CONSULTANT to provide specific details.

Environmental permitting is not anticipated for the specific drainage and roadway improvements, but plans will be provided to DERM for review as part of this scope of services. If a drainage permit is required as a result of the DERM review, those efforts can be provided as additional services.

Task 3 - Final Construction Plans

Upon receipt of comments from DERM, the Schematic Plans will be upgraded to construction plans incorporating the comments.

Task 4 – Limited Construction Phase Services

The CONSULTANT will provide limited construction phase services consistent with the Saga Bay 1.3 and 1.4 project currently under construction.

EXHIBIT "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **\$18,000.00.**

Task	Description	Labor Fee
1	Project Initiation and Survey.....	\$6,000.00
2	Schematic Design Plans.....	\$4,000.00
3	Final Construction Plans.....	\$2,000.00
4	Limited Construction Phase Services.....	\$6,000.00
LUMP SUM FEE		\$18,000.00

TAB 4



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor and Councilmembers

From: Steven J. Alexander, Town Manager

Date: November 18, 2009

Re: Selection of New Landscaping Firm/Waiver of Competitive Bidding

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE PROVISION OF LANDSCAPING SERVICES FOR THE TOWN; APPROVING THE SELECTION OF GROUNDKEEPERS, INC. TO PROVIDE LANDSCAPING SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A AGREEMENT WITH GROUNDKEEPERS, INC.; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town of Cutler Bay (the "Town") selected Superior Landscaping to perform landscaping services for the Town after an extensive Request for Proposals (RFP) process as per Resolution 09-44, which was ratified June 17, 2009.

In accordance with the stipulations of the RFP, an evaluation committee reviewed all of the proposals and ranked them based upon the information provided in the submittals. The evaluation committee members provided a short list which consisted of the following: Superior Landscape and Lawn Service ("Superior"), Groundkeepers, Inc. and Valleycrest Landscape Maintenance, and recommended negotiation with Superior Landscape and Lawn Service as the highest ranked firm.

On October 20, 2009, Superior exercised their contractual option to terminate their agreement with the Town, as per Section 1.11.

Subsequently, staff has determined that it is impracticable to go through another formal request for proposals process given that one was very recently completed. Instead it is recommended that the Town waive formal competitive bidding and utilize the results of the recently completed RFP to select a new firm.

Pursuant to the RFP competitive selection process utilized by the Town to select the original landscaping services provider, staff recommends the Town utilize the services of second-ranked firm, Groundkeepers, Inc., to provide landscape maintenance service. Groundkeepers, Inc. has



agreed to enter into an agreement for landscaping services (the “Agreement”) attached as Exhibit “A”.

Staff has also determined that, in accordance with Section 3.10 of the Town Charter and the Town purchasing ordinance, there is a sufficient unencumbered budget appropriation within the department to pay for the Agreement.

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, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE PROVISION OF LANDSCAPING SERVICES FOR THE TOWN; APPROVING THE SELECTION OF GROUNDKEEPERS, INC. TO PROVIDE LANDSCAPING SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A AGREEMENT WITH GROUNDKEEPERS, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") selected Superior Landscaping to perform landscaping services for the Town after an extensive Request for Proposals (RFP) process; and

WHEREAS, in accordance with the stipulations of the RFP, an evaluation committee reviewed all of the proposals and ranked them based upon the information provided in the submittals; and

WHEREAS, the evaluation committee members provided a short list which consisted of the following: Superior Landscape and Lawn Service ("Superior"), Groundkeepers, Inc. and Valleycrest Landscape Maintenance, and recommended negotiation with Superior Landscape and Lawn Service as the highest ranked firm; and

WHEREAS, shortly after being selected by the Town and awarded the contract , which was ratified June 17, 2009, Superior has exercised its contractual option to terminate the agreement with the Town, and Superior has explained to the Town that the termination is a consequence of the aggressive financial terms Superior submitted as a part of the RFP, which were subsequently incorporated into their agreement; and

WHEREAS, the Town Manager has determined that it is impracticable to go through another formal request for proposals process given that one was very recently completed, and has recommended that the Town waive formal competitive bidding and instead utilize the results of the recently completed RFP to select a new firm; and

WHEREAS, the Town Manager has made a written recommendation to the Town Council for its approval and the Town Council has determined that it is impracticable and not advantageous to competitively bid this item by way of a formal competitive bid because of the immediate need to procure said item; and

WHEREAS, pursuant to the RFP competitive selection process utilized by the Town to select the original landscaping services provider and the recommendation of the Town Manager, the Town Council desires to utilize the services of second-ranked firm, Groundkeepers, Inc. ("Grounds"), to provide landscape maintenance service; and

WHEREAS, Grounds has agreed to enter into an agreement for landscaping services (the “Agreement”) 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 the Agreement; and

WHEREAS, the Town Council desires to authorize the Town Manager, on behalf of the Town, to negotiate and enter into the Agreement, provided that the Town Attorney determines that the terms of the Agreement are legally sufficient; and

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

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

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

Section 2. Approval and Authorization. Pursuant to Section 3(D) of the Town of Cutler Bay Ordinance 06-22 and Section 3.10 of the Town Charter, the Town Council waives competitive bidding requirements for the Town’s offices as impracticable, approves the selection Groundkeepers, Inc. for the provision of landscaping services to the Town, and authorizes the Town Manager to enter into an agreement for landscaping services (the “Agreement”) attached as Exhibit “A”, provided that Town Attorney determines that the terms of the Agreement are legally sufficient.

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

PASSED and ADOPTED this _____ day of _____, 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
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-09**

**AGREEMENT
LANDSCAPE MAINTENANCE SERVICE**

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

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

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

1.2 **COMPENSATION/PAYMENT**-

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

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

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

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

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

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

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

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

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

1.5 **INDEMNIFICATION-**

1.5.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section 1.5 and in the Terms and Conditions.

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

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

Instructions to Proposers;

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

1.7 **CONTRACTOR'S EMPLOYEES-**

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

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

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

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

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

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

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

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

1.9.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and

insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$2,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

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

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

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

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

1.11 **TERMINATION**

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

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

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

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

- 1.12 **GOVERNING LAW**- The law of the State of Florida shall govern the contract between the Town of Cutler Bay and the successful proposer and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 1.14 **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.
- 1.15 **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
- 1.16 **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 1.17 **WAIVER OF JURY TRIAL** - The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
- 1.18 **COUNTERPARTS** - This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- 1.19 **INDEPENDENT CONTRACTOR** – It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

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

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

Town:

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

Contractor:

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

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

Attest:

TOWN OF CUTLER BAY

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

By: _____
Steven J. Alexander – Town Manager

By: _____
Town Attorney

Town Resolution # 09-

Signed, sealed and witnessed in the presence of:

CONTRACTOR: **GROUNDKEEPERS, INC.**

By: _____

By: _____

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

END OF DOCUMENT

Exhibit "A"

SECTION III RFP # 09-09 DETAILED REQUIREMENTS

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

1. SCOPE OF SERVICES

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

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

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

2. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

3. MOW, EDGE, TRIM AND CLEAN

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

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

4. GARDENING

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

5. WEED MANAGEMENT

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

6. WEED CONTROL

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

7. LITTER

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

8. OTHER

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

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

9. SCHEDULES

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

10. LIST OF ZONES

ZONE NUMBER 1

ZONE NUMBER 2

ZONE NUMBER 3

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

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



Attachment "A"

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

LANDSCAPE INSPECTION FOLLOW UP REPORT

FROM: _____ PHONE: _____ FAX: _____

TO: _____ CONTRACTOR: _____

INSPECTION DATE: _____

Right - of - Ways: _____

Medians: _____

Swales / Cul-de-sacs: _____

OTHER COMMENTS: _____

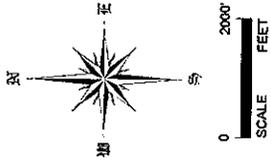
Town Representative

Date

ATTACHMENT "B"

- **ZONE MAP (PLEASE SEE ATTACHED MAP AND DETAILED SITE DESCRIPTION**

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



BISCAYNE BAY



LEGEND

	WATER FEATURES
	EASEMENTS
	RIGHT-OF-WAY
	MEDIAN
	MULTI-LANE ROAD



Kimley-Horn and Associates, Inc.
 10000 W. BAYVIEW BLVD., SUITE 200
 MIAMI, FL 33154
 TEL: 305.671.1100
 WWW.KHAC.COM

FIGURE 1

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



Town of Cutler Bay
Public Works Department
Landscape Maintenance Services
Zone 1



SITE #	REFERENCE ADDRESS	SITE DESCRIPTION(S)
54	SW 186 Street (between US1 & Franjo Rd.	SWALES
55	SW 107 Avenue (between Caribbean Blvd. & South Dixie Hwy.)	SWALES
56	SW 212 Street (between Old Cutler Rd. & SW 97 Place)	SWALES
57	10198 SW 200 Terrace	CUL-DE-SAC
58	10193 SW 201 Terrace	CUL-DE-SAC
59	10198 SW 202 Terrace	CUL-DE-SAC
60	10170 SW 198 Street	CUL-DE-SAC
61	10010 SW 198 Street	CUL-DE-SAC
62	10000 SW 199 Street	CUL-DE-SAC
63	19740 SW 100 Avenue	CUL-DE-SAC
64	19715 SW 99 Place	CUL-DE-SAC
65	19261 Sterling Drive	CUL-DE-SAC
66	Broad Channel Drive (between South Dixie Hwy. & Belview Drive)	CENTER MEDIANS
68	9945 Broad Channel Drive	CUL-DE-SAC & SWALE
70	SW 99 Avenue (between SW 212 Street & SW 216 Street	SWALES
71	SW 200 Street & SW 103 Avenue	VACANT LOT ADJACENT TO FOOTBRIDGE
72	Martinique Drive & Anchor Road	DEAD END STREET SWALES
73	18705 SW 99 Road	LANDSCAPED AREA BEHIND GUARDRAIL
74	Marlin Road (bridge) (between Belaire Drive & Sterling Drive)	SWALE - BOTH SIDES (approaching bridge)
75	Caribbean Blvd. Bridge (between SW 103 Avenue & SW 103 Place	SWALE - BOTH SIDES (approaching bridge)
77	10201 Bel-view Drive	CUL-DE-SAC & SWALE
78	Gulfstream Rd. (between SW 210 Street to SW 211 Street)	SWALES
80	SW 107 Avenue (between Caribbean Blvd. to SW 211 Street)	SWALES
81	20420 SW 106 Court	CUL-DE-SAC & MONUMENT SIGN AREA



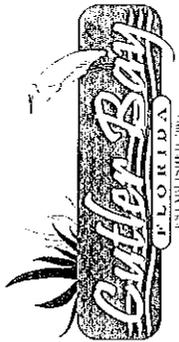
Town of Cutler Bay
Public Works Department
Landscape Maintenance Services



Zone 2

SITE #	REFERENCE ADDRESS	SITE DESCRIPTION(S)
12	8395 SW 187 Terrace	CUL-DE-SAC
13	8370 SW 187 Street	CUL-DE-SAC
14	8390 SW 186 Street	CUL-DE-SAC
15	18490 SW 83 Place	CUL-DE-SAC
16	8221 SW 185 Street	CUL-DE-SAC
17	Caribbean Blvd. & Franjo Road	CENTER MEDIANS & SWALES
18	Caribbean Blvd. & Eureka Drive	CENTER MEDIANS
19	19707 SW 84 Place	CENTER ISLAND
20	18421 SW 86 Court	CUL-DE-SAC
21	18620 SW 88 Road	CUL-DE-SAC
22	8823 SW 185 Lane	CUL-DE-SAC
23	8825 SW 185 Terrace	CUL-DE-SAC
24	Tiffany Drive & Franjo Road	CENTER MEDIAN
25	9511 SW 190 Street	CUL-DE-SAC
26	18922 SW 94 Avenue	CUL-DE-SAC
27	18924 SW 89 Court	CUL-DE-SAC
28	9542 SW 189 Terrace	CUL-DE-SAC
29	9550 SW 188 Terrace	CUL-DE-SAC
30	9475 SW 188 Street	CUL-DE-SAC
31	18715 SW 96 Avenue	CUL-DE-SAC
32	18630 SW 94 Court	CUL-DE-SAC
33	18611 SW 94 Avenue	CUL-DE-SAC
34	18731 SW 94 Avenue	CUL-DE-SAC
35	18632 SW 93 Court	CUL-DE-SAC
36	18735 SW 93 Court	CUL-DE-SAC

SITE #	REFERENCE ADDRESS	SITE DESCRIPTION(S)
37	18620 SW 93 Avenue	CUL-DE-SAC
38	18711 SW 92 Court	CUL-DE-SAC
39	18610 SW 92 Avenue	CUL-DE-SAC
40	18514 SW 90 Court	CUL-DE-SAC
41	8904 SW 184 Terrace	CUL-DE-SAC
42	9280 SW 186 Terrace	CUL-DE-SAC
43	9241 SW 186 Terrace	CUL-DE-SAC
44	18607 SW 94 Court	CUL-DE-SAC
45	18611 SW 93 Place	CUL-DE-SAC
46	18521 SW 92 Court	CUL-DE-SAC
47	18521 SW 92 Avenue	CUL-DE-SAC
48	18561 SW 93 Avenue	CUL-DE-SAC
49	9444 SW 186 Street	CUL-DE-SAC
50	9436 SW 185 Terrace	CUL-DE-SAC
51	18553 SW 93 Place	CUL-DE-SAC
52	9444 SW 185 Street	CUL-DE-SAC
53	9432 SW 184 Terrace	CUL-DE-SAC
79	SW 187 Terrace (between SW 82 Avenue & theoretical SW 83 Ave.	SWALES
90	SW 92 Avenue (between Old Cutler Road & SW 212 Street)	SWALES
91	8280 SW 186 Street	CUL-DE-SAC



Town of Cutler Bay
Public Works Department
Landscape Maintenance Services
Zone 3



SITE #	REFERENCE ADDRESS	SITE DESCRIPTION(S)
1	9233 SW 212 Terrace	CUL-DE-SAC
2	9285 SW 212 Terrace	CUL-DE-SAC
3	9335 SW 212 Terrace	CUL-DE-SAC
4	9384 SW 212 Terrace	CUL-DE-SAC
5	9400 SW 215 Lane	CENTER ISLAND
6	SW 212 Street (between SW 87 Avenue & SW 92 Place)	CENTER MEDIANS
7	9704 SW 213 Terrace	CENTER ISLAND
8	21370 SW 97 Court	CUL-DE-SAC
9	21341 SW 97 Court	CENTER ISLAND
10	SW 212 Street (between SW 87 Avenue & SW 85 Avenue)	CENTER MEDIANS
11	SW 85 Avenue (between Old Cutler Rd. & theoretical SW 213 Street)	CENTER MEDIANS & SWALES
67	SW 224 Street (between SW 87 Avenue & Dead End)	CUL-DE-SAC & SWALES
69	SW 207 Street (between SW 87 Avenue & SW 80 Court)	CENTER MEDIANS & SWALES
76	SW 224 Street (between Old Cutler Rd. & SW 97 Avenue)	CENTER MEDIANS & SWALES
82	SW 196 Street (between Old Cutler Road & Dead end)	SWALES
83	SW 210 Street (between SW 81 Place to theoretical SW 78 Court)	SWALES
84	SW 81 Place between SW 207 Street to SW 210 Street	CENTER MEDIANS & SWALES
85	SW 212 Street (between SW 92 Place & SW 97 Avenue)	SWALES
86	SW 197 Terrace (between SW 78 Place & SW 78 Court)	SWALES
87	SW 78 Court (between 19621 SW 78 Court & dead end)	SWALES
88	SW 232 Street (between SW 87 Avenue & SW 97 Avenue)	SWALE -northside of SW 232 Street only
89	SW 97 Avenue (between SW 224 Street & SW 232 Street)	SWALES



Public Works Department

Rafael Casals
Public Works Director

MEMORANDUM

To: Steven J. Alexander, Town Manager

From: Rafael Casals (Committee Chair) – Public Works Director 

Date: May 21, 2009

Re: RECOMMENDATION FOR RFP #09-09, LANDSCAPE MAINTENANCE SERVICES

BACKGROUND AND ANALYSIS

In response to RFP #09-09, Landscape Maintenance Services, the Town of Cutler Bay received proposals from eight (8) qualified landscaping companies. On Thursday May 14, 2009, the RFP Selection Committee which was comprised of Alan Ricke – Parks & Recreation Director, Yani Ramos – Administrative Services Director, me met to discuss the proposals received and award firms points for each category specified in RFP # 09-09. Based on this meeting, three (3) companies were "short-listed" for presentations, which were scheduled on May 21, 2009. After reviewing each firm and selecting appropriate points based on the criteria provided in the RFP, the final ranking (scoring) was as follows:

RANK	BIDDER	SCORE
1	Superior Landscaping	91
2	Groundkeepers	77
3	Valleycrest Landscaping	73

RECOMMENDATION

We recommend that the Town Manager recommend approval to the Town for the selection of the top ranked firm - Superior Landscaping, to provide Landscape Maintenance Services identified in RFP # 09-09





*Environmental Maintenance
& Landscape Development*

November 2nd, 2009

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

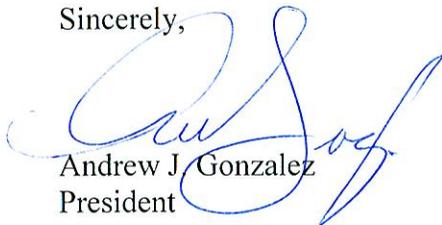
Ref: RFP # 09-09

Dear Mr. Casals,

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

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

Sincerely,



Andrew J. Gonzalez
President

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



*Environmental Maintenance
& Landscape Development*

April 29, 2009

Ms. Erika Gonzalez-Santamaria
Town Clerk
TOWN OF CUTLER BAY
10720 Caribbean Blvd., Suite # 105
Cutler Bay, Florida 33189

Dear Erika,

Thank you for the opportunity to bid for the "Landscape Maintenance Service RFP # 09-07". Please find attached a short intro of our company as well as letters of recommendation!!

"THE GRASS IS ALWAYS GREENER ON OUR SIDE OF THE FENCE"

ABOUT US

- We live by our mission statement for this reason we use the Earth as our canvas! Our landscaping and maintenance has become our lives work. As painstaking as our lives work has become to perfect, we ask that our clients not measure our lives work by the breaths we take to complete their dreams; instead we ask that our lives work be measured by the number of times we capture our clients dreams and take their breath away.

OUR SERVICES

- At Groundkeepers we are dedicated customer service professionals that look forward to fulfilling the needs of our clients. We customize maintenance programs that enable our clients to enjoy their landscape.

Our 17 years of experience can account for our successful design, landscape and maintenance services. Our company has and will always deliver unparalleled customer service, unsurpassed attention to detail, where delivering the utmost professionalism of any other company in our field.

- Interior and Exterior Landscape Maintenance
- Landscape Detailing
- Seasonal Plantings
- Irrigation Management
- Turf Management/ Lawn Maintenance
- Arbor Care
- Laboratory Services (Specimen)
- Mulch & Finishes Service
- Erosion Control
- Site development
- Tree relocation and maintenance

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

SAMPLES OF OUR LIVES WORK

Since 1991 Groundkeepers has designed, landscaped and maintained numerous properties throughout the state.

- Landscape Construction
- Sport Complex Development
- Church, Park, and Aquatic Centers
- Municipal Projects
- HOA
- Residential
- Commercial Properties
- Institutions

CONTACT US

Office No. (305) 825-1712
Office fax (305) 825-1713
Email : 1groundkeepers@bellsouth.net

SECURITY AND SAFETY

- Background Checks
- Uniforms specifying requirements

OUR STAFF

CEO	Andrew Gonzalez
Controller	Alberto Hernandez
CPA	Scott Vengel
Site Superintendent	Cesar Saavedra
Director of Sales	Greny Diaz
Director of Marketing	Santiago Flores
Director of Safety and Logistics	Andy Gonzalez
Director of Sports Fields	Henry de la Torriente

Please feel free to contact me at (786) 326-9634 should you have any questions.

Yours truly,

Greny Diaz
Director of Sales

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



SECTION IV
PROPOSAL PACKAGE

LANDSCAPE MAINTENANCE SERVICE

PROPOSALS ARE DUE ON OR BEFORE:

MAY 1, 2009 @ 10:00 AM

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

THIS PROPOSAL SUBMITTED BY:

COMPANY NAME: Groundkeepers, Inc.
ADDRESS: 8004 N.W. 154th Street, Suite 330, Miami Lakes, FL 33016
TELEPHONE: (305) 825-1712 FAX#: (305) 825-1712
EMAIL: lgroundkeepers@bellsouth.net

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

Zone Number 1 - \$ 40,000⁰⁰
Zone Number 2 - \$ 17,000⁰⁰
Zone Number 3 - \$ 40,000⁰⁰
Allowances (FIXED AMOUNT- PER YEAR) \$ 8,000

TOTAL BID PRICE (PER YEAR) \$ 105,000⁰⁰

TOTAL BID PRICE (IN WORDS):

One hundred five thousand dollars _____ of per

Article II. OPTION TO RENEW

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

Taxpayer Identification Number: 74-0058034

Proposer: GRANDKEEPERS, INC.
Company Name

Signature of Authorized Representative

Andrew J. Gonzalez
Printed Name and Title

TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
EQUIPMENT LIST
 (TYPE, CONDITION, YEAR, ETC.)

List equipment required to perform service:

2007	Ford	Tank	3FRNF75N77V448760	528HDN
2007	Chevrolet	Truck	J8BC4J16377004207	V749RP
2007	Chevrolet	Dump	J8BC4J16277003825	V431RP
2007	Chevrolet	W4500	J8BC4J16577005942	X939UU
2007	SUCO	Trailer	1S9E0101271303510	J344DX
2007	SWTM	Trailer	1S986X2077M982224	643IFV

Note: Additional sheets may be attached if necessary

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
SCOPE OF SERVICES / PLAN**

Clearly describe the methodology which will be used to perform, including a work plan for the scope of services proposed. Include information as to level of staff to be assigned, a list of products/chemicals used including MSDS sheets for each and a list of equipment.

Groundkeepers plans to bring in a minimum of 15 extra employees to establish cleanliness throughout all the zones. We will work with this extra labor until all areas are an acceptable fashion to Town Staff. The cutting, weeding, trimming and mulching will all get done in the first 30 days of this contract.

Zone 1, 2 and 3 will be divided up into their respective quadrants. A team leader will be assigned to over see litter and day to day operations. The team leader will ensure the following contracts' scope of work will be followed, while having an open line of communication with Town Staff. In addition, the team leader will be responsible for litter pick up on a daily basis and will ensure that all of our Groundkeepers' employees are wearing proper protective gear, as well as safety best and are using their OSHA approved SPF 30 uniforms.

As a part of our company's practices all Groundkeepers' employees will endure drug testing and background checks. We will report all findings to Town Staff. The additional four (4) employees will be assigned a Zone and will be responsible for reporting progress to the team leader. In the event that tree trimming needs to be done we will provide you with a State Licensed Arborist. Our horticulturalist will be available for running lab test and making critical decisions pertaining to pest and fungi management. (Please see licensed attached)

In the event that he has findings we will report them all to Town Staff. A material safety date sheet will be provided for all pesticide and fungicide applications. We will run reports as to what resident has allergies pesticide application to ensure that applications can be done in the infested areas.

Please note all or our vehicles are 2007 or newer and are visible wrapped in our company's logo. All lawn equipment is to be purchased new to ensure proper execution of this contract. Two trucks will be used daily and they will be fully equipped with new gear.

In the event a storm should approach, Groundkeepers is prepared to utilize over 80 trucks with a staff of at least 200 men. Our experience with storm preparedness and road clearing post hurricane has proven to be a success.

In the event that the Town feels references in post storm reaction from Groundkeepers, they are readily available. We hope that all questions have been answered and we look forward to adding your Community to our list of great municipal clients.

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

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

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

Groundkeepers is a large lawn and landscape company that has been in the industry for over 10 years. Our list of clients includes City Hialeah Gardens, City of Sweetwater, Town of Miami Lakes, City of Hialeah, Department of Transportation, City of North Bay Village, Dade County, Palmetto Bay, Town of Cutler Bay, and City of Miami.

We currently hold contracts with every City aforementioned and have included letters of recommendations from most. In the event that more letters are necessary please advise us. Our contracts range from \$ 100,000 per year to 1.5 Million per year. We are responsible for the largest landscape jobs in the Town of Miami Lakes history "The 87th Avenue connection". This project was bonded at \$ 750,000.00 and it completed in a timely manner.

Groundkeepers maintain thousands of acres in Miami Dade County, Broward and Palm Beach. Our experience ranges form Park and Turf Management to Landscape Installation and Maintenance.

We are responsible for Grapeland Water Park; the City of Miami first water theme park. Groundkeepers installed every plant tree and sod at this park. A landscape architect is part of our staff and as a company we hold every degree necessary to ensure the highest level of professionalism and customer satisfaction.

We feel confident that once Groundkeepers is awarded this contract the residents and Town staff of Cutler Bay will be proud of the decision they made with the selection of our company.

Note: Additional sheets may be attached if necessary

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

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

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

Name of Company: GROUNDKEEPERS, INC.

Address: 8004 N.W. 154th Street, Suite 300, Miami Lakes, FL 33016

Principals: ANDREW J. GONZALEZ Titles: PRESIDENT / OWNER

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

Yes No

- b. List Principals Licensed:

Name(s): ANDREW J. GONZALEZ Title: PRESIDENT

Remarks: _____

3. How long has your company been in business and so licensed? August, 2002

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

a. Date of organization: N/A

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

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

N/A

c. State whether general or limited partnership: N/A

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

N/A

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

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

N/A

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

N/A

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

Yes _____ No

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

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

N/A

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

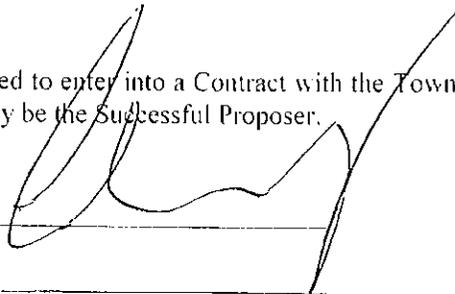
Please see resumes attached.

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

HENRY DE LA TORRIENTE - Field Supervisor

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

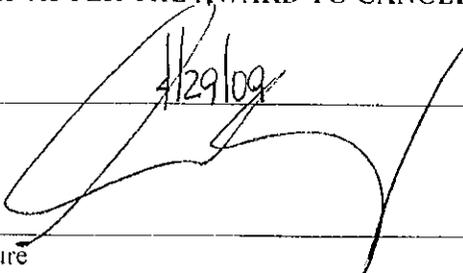
Name Andrew J. Gonzalez
Title President
Phone #: (786) 326-9634
Email: groundkeepers@bellsouth.net



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

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

Date: 4/29/09


Signature

ANDREW J. GONZALEZ
Print Name

GROUNDKEEPERS
Company

PRESIDENT
Title

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

Witness

Witness

Respectfully submitted

(CORPORATE SEAL)

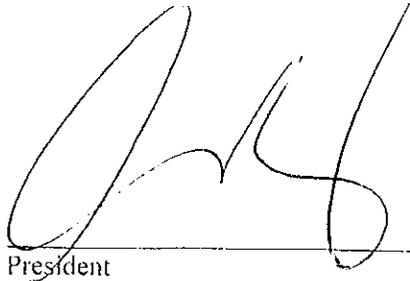
Company - Contractor

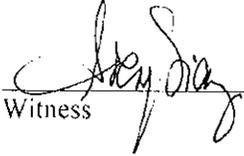
TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
PROPOSER'S QUALIFICATIONS (CONTINUED)

ATTEST:



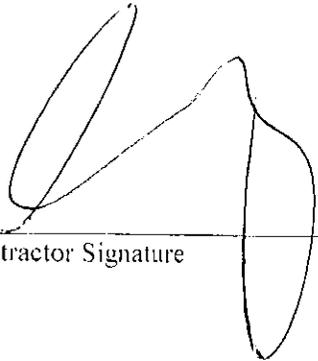
Secretary

By  (Seal)
President



Witness

Witness


Contractor Signature

END OF SECTION

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

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

1. Name of Firm, City, County or Agency: City of Dade City Gardens
 Address: 10001 NW 87th Avenue, Dade City Gardens, FL 33016
 Contact: Marcos Piloto Title: Asst. to Mayor Telephone: (305) 558-4114
 Location: Throughout City Scope of Work: Medians, Parks, City Hardware
Police Departments, Surveys / All Public Works Right-of-Ways.

2. Name of Firm, City, County or Agency: Town of Miami Lakes
 Address: 6853 Main Street, Miami Lakes, FL 33016
 Contact: Osier Lareea Title: P.W. Director Telephone: (305) 970-4817
 Location: through-out City Scope of Work: Parks, Tree Planting
Program, Medians

3. Name of Firm, City, County or Agency: City of North Bay Village
 Address: 1606 Kennedy Cswy, Suite 700, N.B. Village, FL 33141
 Contact: Bob Pushkin Title: Manager Telephone: (305) 756-7171
 Location: throughout City Scope of Work: Medians, City
Properties, Parks

4. Name of Firm, City, County or Agency: Village of Palmetto Bay
 Address: 8950 SW 152nd Street, Palmetto Bay, FL 33157
 Contact: Fanny Camora Title: Park & Recreation Director Telephone: (305) 259-1234
 Location: throughout City Scope of Work: Tree Planting,
Lot Clearing

NOTE: Additional references may be attached and provided.



Town Of Miami Lakes

15700 NW 67 Avenue, Suite 302 • Miami Lakes, Florida 33014
(305) 364-6100/Fax (305) 558-8511
www.townofmiamilakes.com

January 25, 2008

Mr. Andrew Gonzalez
Groundkeepers, Inc.
8004 N.W. 154 Street, Suite# 330
Miami Lakes, FL 33016

Dear Mr. Gonzalez:

Please accept this letter as a reference from the Town of Miami Lakes for the outstanding services currently being provided in the following areas: Tree Replacement Program, NW 87 Avenue Landscape Enhancement Project and Miscellaneous Right-of-Way Maintenance.

Additional services provided that have been performed to meet the Town's standards as part of the regular miscellaneous right-of-way maintenance includes tree trimming and landscape improvements. The response time has been excellent for both routine and special services requested by the Town, especially after weather related incidents and Town sponsored events.

The Town looks forward to maintaining the level of service that our residents expect and appreciate your receptiveness when there has been room for improvement.

Sincerely,

Osdel F. Larrea
Public Works and Code Compliance Director



City of North Bay Village

Administrative Offices

1666 Kennedy Causeway Suite 700 North Bay Village FL 33141-4190
(305) 756-7171 Fax (305) 756-7722 Website -- www.nbvillage.com

January 28, 2007

To Whom It May Concern:

It is with great pleasure that I recommended Mr. Andy Gonzalez & his company Groundkeepers, Inc. Over the past few years, his company has been providing lawn maintenance work for our City. In his time with us, his company has worked efficiently and innovatively in maintaining and beautifying our City's green areas.

This past winter, his company undertook the task of decorating our City for the holidays. We are truly pleased with optimal aesthetic results he provided our City with. Mr. Gonzalez, time and again, has proven to be very dependable and always willing to work with you to achieve the best results possible.

I'm sure that his company's services will be an asset to any organization.

Sincerely,

Jorge Forte
City Manager

Mayor
Joseph S. Geller

Vice Mayor
George A. Kane

Commissioner
Oscar Alfonso

Commissioner
Reinaldo Trujillo

Commissioner
Dr. Paul Vogel



City of Hialeah Gardens

10001 N.W. 87th Avenue Hialeah Gardens, FL 33016

Tel: 305-558-4114 • Fax: 305-819-5315

www.cityofhialeahgardens.com

January 28, 2008

To Whom It May Concern:

In 2003, the City of Hialeah Gardens set out to improve the overall appearance and perception by increasing the quality of the landscape and maintenance of all common areas. The City selected Ground Keepers, Inc. to help guide us through the challenges of accomplishing this goal. Within the first year, the City began receiving positive feedback from the residents. After five years, the City has witnessed a transformation that is attributed to the hard work and guidance provided by Ground Keepers, Inc.

I would not hesitate to recommend Ground Keepers, Inc. for landscaping and maintenance services. If you require any further information, I can be reached at 305-558-4114 Ext. 213.

Sincerely,


Marcos Piloto
Office of Management & Budget
Director



April 21, 2008

MIAMI LAKES CIVIC ASSOCIATION

15151 MONTROSE ROAD • MIAMI LAKES, FLORIDA 33016 6430
PHONE (305) 558-7755 • FAX (305) 362-6743
Email: info@mlca.org • www.mlca.org

To whom it may concern;

It is with great pleasure that I write this letter of recommendation for Mr. Andy Gonzalez from Groundskeepers.

I have had the opportunity to work closely with Groundskeepers throughout the many projects and continual upkeep that take place in Miami Lakes. Andy has carried out a variety of design, landscaping and maintenance jobs and responsibilities in a most dedicated, diligent and conscientious manner. Over several years, he has volunteered in addition to his contracted services and participated in many events by which we have needed someone with superior landscaping skills. Mr. Gonzalez has worked alongside various community leaders as well as with schools and organizations throughout our community. I have seen his exemplary leadership skills when collaborating with board members, planning community events, communicating to groups on various difficult maintenance issues and providing guidance to our town. Mr. Gonzalez demonstrates cordiality, harmony and always puts forth the maximum effort to all tasks that he undertakes. Furthermore, Mr. Gonzalez's sensitivity and empathetic nature allows him to easily develop a trusting and respectful relationship with all people he encounters. Not only does he take a tremendous amount of pride in his work, he has helped us to correct the mistakes of others before him, without hesitation. He has volunteered and offered his expertise with pleasure and no regard for self gratification. Groundskeepers are truly an asset to our community.

I am confident that his outstanding skills and crewman will prove to surpass your expectations. His commitment and professionalism is one to be recognized. It is with admiration and honor that I recommend Mr. Andy G and Groundskeepers.

If you have any further questions, please contact me at 305-439-4431.

Best Regards,

A handwritten signature in black ink, appearing to read 'Angéla Garrison', written over a faint circular stamp.

**Angéla Garrison
President**

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

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contractor. The Proposer shall indemnify and hold harmless the Town Council, the Town of Cutler Bay, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any 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 in part by a party indemnified hereunder.

In any and all claims against the Owner, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, Florida Statutes.

GROUNDKEEPERS, INC.
Proposer's Name

[Signature]
Signature

4/29/09
Date

State of: FLORIDA

County of: MIAMI DADE

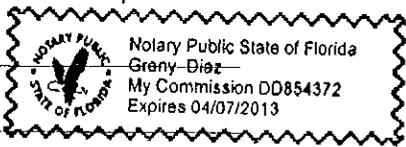
The foregoing instrument was acknowledged before me this 29 day of April, 2009, by ANDREW J. GONZALEZ, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public Signature

GRENY DIAZ
Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____



TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)

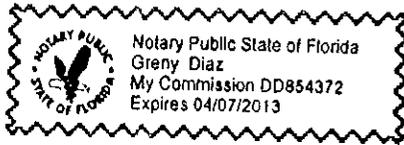
) SS:

County of Dade)

BEFORE ME, the undersigned authority personally appeared ANDREW J. GONZALEZ 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 he executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 29 day of April, 2009.

My Commission Expires:



Greny Diaz
Notary Public State of Florida at Large

END OF SECTION

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

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
GROUNDKEEPERS, INC does:
(Name of Business)

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

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

Proposer's Signature

Date

Print Name

TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)

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 ANDREW J. GONZALEZ / PRESIDENT
[Print individual's name and title]
for GROUNDKEEPERS, INC.
[Print name of entity submitting sworn statement]

whose business address is

8004 N.W. 154th STREET, Suite 300
MIAMI LAKES, FL. 33016

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, non jury trial, or entry of a plea of guilty or nolo contendere.

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

- 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

**TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES**

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]**

TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES

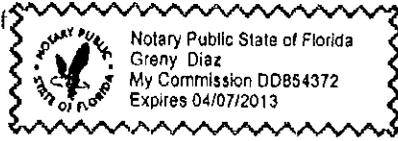
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND HAT I AM REQUIRED TO INFORM THE PUBLIC 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.

[Handwritten signature]

Sworn to and subscribed before me this 20 day of April, 2009.

Personally known ANDREW J. GONZALEZ

OR produced identification _____ Notary Public – State of _____



(Type of identification)

My commission expires _____

[Handwritten signature: GREYN DIAZ]

(Printed, typed or stamped commissioned
Name notary public)

END OF SECTION

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

Addendum # Date Received

Addendum #1

April 3, 2009

Addendum #2

April 21, 2009

Proposer:

GROUNDKEEPERS, INC.
(Company Name)



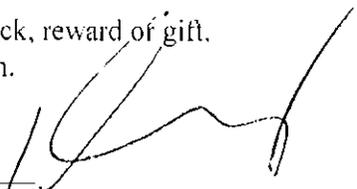
(Signature)

ANDREW J. GONZALEZ / PRESIDENT
(Printed Name & Title)

TOWN OF CUTLER BAY
LANDSCAPE MAINTENANCE SERVICE
RFP # 09-07
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 of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

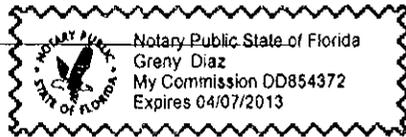
By: ANDREW J. GONDAUER 
Title: PRESIDENT

Sworn and subscribed before this

29 day of April, 2009

Greny Diaz
Notary Public, State of Florida

Greny Diaz
(Printed Name)



My commission expires: _____

BROWARD
COUNTY
FLORIDA

CLASS: **B**

TREE TRIMMER LICENSE

TITLE: **B- 859** EXPIRES: **08/31/2010**
GROUNDKEEPERS, INC
8004 NW 154 STREET # 330
MIAMI LAKES, FL 33016

TRAINED EMPLOYEE: **ANDREW GONZALEZ**

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
October 13, 2008	LC154363	September 30, 2009

THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: September 30, 2009

ANDREW J GONZALEZ
8004 NW 154TH ST. APT 330
HIALEAH, FL 33016

Charles H. Bronson
CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

ANDREW J GONZALEZ

COMMERCIAL LANDSCAPE MAINT. HOLDER

LC154363

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING September 30, 2009

Signature

Charles H. Bronson
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
1203 GOVERNOR'S SQUARE BLVD, STE 300
TALLAHASSEE, FLORIDA 32301

SUPERIOR

LANDSCAPING & LAWN SERVICE, INC

PO BOX 35-0095, Miami, Fl. 33135-0095

Ph: (305) 634-0717 Fx: (305) 634-0744

October 20, 2009

Town of Cutler Bay
10720 Caribbean Blvd
Suite #105
Cutler Bay, Fl. 33189

Via Fed-Ex
Hand delivered

Re: Termination of Contract-Town of Cutler Bay

Dear Sirs,

Please consider this written communiqué as our "delivery of notice" as per contract. We are hereby given you notice that Superior Landscaping is terminating our maintenance contract effective November 20, 2009, in accordance with section 1.11 of the contract date September 1, 2009.

Superior Landscaping and Lawn Service shall conclude its contractual activities on or before October 30, 2009. Please do not hesitate to contact our office if you need any further information regarding this notice.

Sincerely,



Terry Palacios
Administrative Assistant
Superior Landscaping and Lawn Service, Inc.

cc. Orlando Otero, Pres., Superior Landscaping and Lawn Service, Inc
Maria Valdes, VP., Superior Landscaping and Lawn Service, Inc.
Jerrold A. Coff, P.A. ESQ. Legal Counsel
The Hartford, One Hartford Plaza, CT

TAB 5



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: November 18, 2009

Re: **AWARD OF ITB # 09-10: AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009 FUNDED ROADWAY RESURFACING IMPROVEMENTS**

REQUEST

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

BACKGROUND AND ANALYSIS

The Town Council on March 3, 2009 (Reso# 09-18), authorized staff to execute the Local Agency Program ("LAP") Agreement. As a result, staff issued an Invitation to Bid (ITB) # 09-10: Roadway Resurfacing Improvements, funded through the American Recovery and Reinvestment Act (ARRA) of 2009. The Town's ARRA allocation totaled \$ 941,285 which was based on a population based formula. 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 October 30, 2009 @ 2:00 p.m. The Town received eight (8) bid packages from potential contractors (see attached "summary" Bid Tabulation sheet provided by the Town Clerk's Office).

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

- | | |
|---------------------------|-----------------|
| • H & J Asphalt, Inc. | \$ 945,628.00 |
| • Community Asphalt Group | \$ 979,719.25 |
| • Weekly Asphalt Paving | \$ 1,017,511.21 |

A complete review was performed by the Town's Consulting Engineer (C3TS) on the "Lowest & Responsive" bidder: H & J Asphalt, Inc. which, included:

- Contacting all of the provided references, as per ITB # 09-10; and
- Town staff's facilities inspections, as per ITB # 09-10; and
- Confirmation of "good standing" with the State of Florida Department of Business and Professional Regulations which, included any registered complaints.



The following Federal Highway Administration (FHWA) roadways, located with the Town, are scheduled to be resurfaced with the awarded stimulus funds:

Project # 1: Old Cutler Road

- (A) SW 224 Street to SW 97 Avenue
- (B) SW 87 Avenue to SW 184 Street

Project # 2: Caribbean Blvd.

- (A) US-1 to Fla. Turnpike
- (B) Fla. Turnpike to Coral Sea Road
- (C) SW 87 Avenue to SW 184 Street

Project # 3: Marlin Road

- (A) US-1 to Sterling Drive
- (B) Sterling Drive to Old Cutler Road

Project # 4: SW 87 Avenue

SW 184 Street to Old Cutler Road

Project # 5(A): Quail Roost Drive (SW 186 Street)

US-1 to Franjo Road

Project # 5(B) : Franjo Road (SW 97 Avenue)

SW 184 Street to Old Cutler Road

The above mentioned roadways were approved by both the Miami-Dade Metropolitan Planning Organization (MPO) and the State of Florida Department of Transportation (FDOT).

RECOMMENDATION

Based on Town staff's evaluation of the "lowest & responsive" bidder: H & J Asphalt, 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 WITH H & J ASPHALT INC. FOR ROADWAY RESURFACING IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THIS AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council adopted Resolution # 09-18 on May 3, 2009, approving the Town's Local Agency Certification Qualification Agreement with the Florida Department of Transportation (FDOT) in order to receive Federal Stimulus monies, and

WHEREAS, on May 11, 2009 the Town received an approval letter from FDOT awarding the Town a Local Agency Certification classification; and

WHEREAS, both the Miami-Dade Metropolitan Planning Organization (MPO) and (FDOT) have reviewed and approved the Town's Federal Stimulus related roadway resurfacing improvement projects; and

WHEREAS, the Town Council authorized the issuance of a Invitation to Bid (ITB) 09-10 for Roadway Resurfacing Improvements; and

WHEREAS, the ITB resulted in eight (8) bids being received prior to the October 30, 2009 deadline; and

WHEREAS, in accordance with Section 3.10 of the Town Charter and the Town purchasing ordinance, the Town has evaluated the eight (8) 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 H & J Asphalt, Inc. (the "Contractor") to provide roadway resurfacing improvements; 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 H & J Asphalt Inc. for roadway resurfacing improvements, which incorporates Invitation to Bid 09-10 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 roadway resurfacing & miscellaneous improvements with H & J Asphalt Inc. for roadway resurfacing improvements, 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 November, 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
Office of the Town Clerk - Tabulation
ITB #09-10 ARRA Resurfacing Improvements
Bid Submission Date: October 30, 2009 at 2:00 p.m.

RANK	COMPANY	BASE BID AMOUNT	ADDITIVE BID AMOUNT
1	H& J ASPHALT	\$ 945,628.00	\$ 1,006,678.00
2	COMMUNITY ASPAHLT GROUP	\$ 979,719.25	\$ 1,064,212.75
3	WEEKLEY ASPHALT PAVING	\$ 1,017,511.21	\$ 1,089,798.21
4	H&R PAVING	\$ 1,058,520.25	\$ 1,147,447.25
5	GENERAL ASPHALT CO, INC.	\$ 1,208,627.40	\$ 1,276,677.40
6	RANGER CONST. SOUTH	\$ 1,314,198.75	\$ 1,372,743.75
7	CARIBE UTILITIES OF FLORIDA	\$ 1,409,740.68	\$ 1,485,510.68
8	TRAN CONSTRUCTION	\$ 1,822,592.50	\$ 1,883,546.50
9	HORIZON*	\$ 1,210,036.50	\$ 1,233,681.50 *Incomplete Bid

Bid's were opened at 2:00 p.m.

The following staff were witnesses to the bid opening:

Erin O'Donnell, Assistant to the Town Clerk

Rafael Casals, Public Works Director

Ramon Castella, C3TS Engineer

Respectfully Submitted By:

Erika Santamaría, CMC, Town Clerk



Engineers
Architects
Planners

November 5, 2009

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

Attention: Ralph Casals, Public Works Director

Reference: Resurfacing Improvements – Federal Stimulus
Old Cutler Road, Caribbean Blvd., Marlin Road, SW 87th Avenue,
Franjo Road and Quail Roost Drive
Cutler Bay, Florida

Dear Mr. Casals:

We have reviewed the nine bids submitted for the above referenced project. Eight of the bids were responsive and were accompanied by proper bid bonds. One bid was considered non-responsive due to a missing page on the bid form. For the eight responsive bidders, we checked references for contractor performance on past and current projects, evaluated their subcontractors, their licenses and registrations.

Based on our findings, it is our opinion that these contractors are all qualified and capable of performing the work. Therefore, we recommend that the project be awarded to the lowest responsible responsive bidder, H & J Asphalt, Inc., in the Base Bid amount of \$945,628.

If the Town Council chooses to fund the landscaping improvements included as Additive Bid Alternate #1 on this project, we recommend that the award amount for the entire project (Base Bid plus Additive Bid Alternate #1) be made to the lowest responsible responsive bidder, H & J Asphalt, Inc., in the amount of \$1,006,678.

Sincerely,

Corzo Castella Carballo Thompson Salman, P.A.

Ramon Castella, P.E.
Principal

RC/er

Enclosure

I:\00359-000 Cutler Bay\00359-003 Stimulus Resurfacing\003.03\Correspondence\1L110509AwardRecomLetter.doc



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1000 N.W. 111th Avenue
Miami, Florida 33172

STEPHANIE C. KOPELOUSOS
SECRETARY

March 11, 2009

Mr. Steven Alexander

Town of Cutler Bay

10720 Caribbean Boulevard, Suite 105

Cutler Bay, Florida 33189

Reference: Local Agency Certification

Dear Mr. Alexander:

I am pleased to transmit to you the referenced agreement, which was executed by our District Six Director of Transportation Development Alice Bravo on March 11, 2009. This agreement provides Local Agency Program Certification to the Town in the following areas: Planning, Design, Consultant Selection, Bid and Award Project and Construction Administration and commits the City's compliance with the Local Agency Program and the Federal Regulations contained therein.

To initiate a construction project identified in the Department's Work Program, it will be necessary for the City to prepare a specific project application in order for us to encumber the funds according to the Work Phase involved.

I will be available to assist your project manager with this effort and look forward to its successful completion.

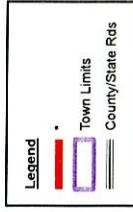
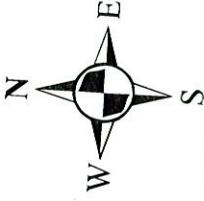
Sincerely,

A handwritten signature in blue ink, appearing to read "Danny Iglesias".

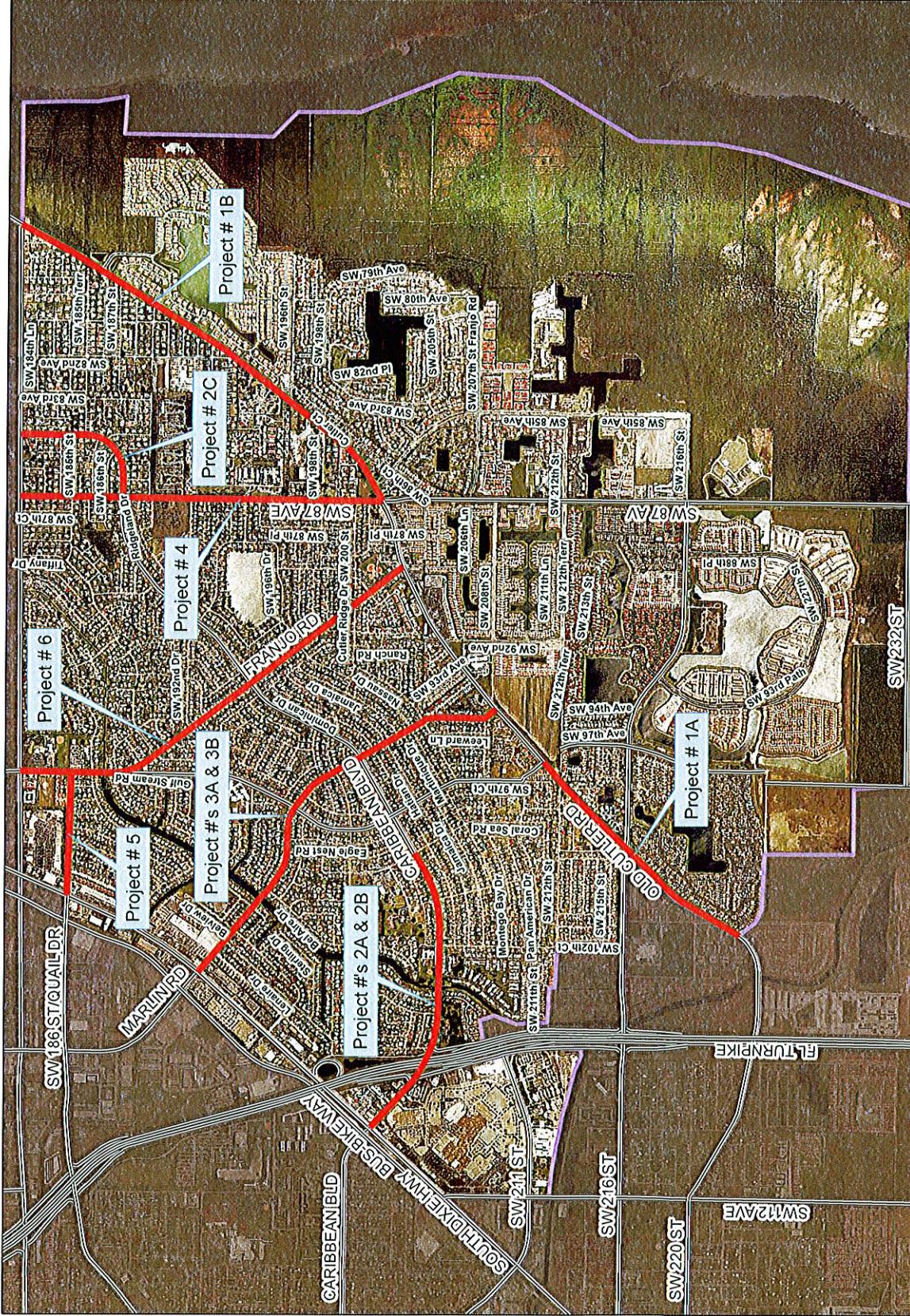
Danny Iglesias, P.E.

District LAP Administrator

Cc: Alice Bravo



*Roadway Asphalt Resurfacing/
Federal Aid Eligible Roads



Federal Stimulus LAP Eligible Projects Roadway Asphalt Resurfacing/Federal Aid Eligible Roads

Town of Cutler Bay



RESOLUTION NO. 09-18

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

WHEREAS, the Town of Cutler Bay, Florida (the "Town") has prepared a list of transportation projects within the Town and a request to have said projects funded through the federal stimulus package recently passed by Congress and signed by the President, to be administered through FDOT; and

WHEREAS, in order to receive federal stimulus funding, the Town is required to obtain certification from FDOT as a certified local agency under FDOT's Local Agency Program ("LAP"); and

WHEREAS, the LAP requirements include the requirement that the local agency enter into a Local Agency Certification Qualification Agreement, a copy of which is attached hereto as an exhibit to this resolution; and

WHEREAS, the Town desires to enter into the Local Agency Certification Qualification Agreement with FDOT and to authorize the Town Manager or his designee to execute all further documents and agreements necessary in order for the Town to receive federal stimulus funds and participate in the LAP.

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.

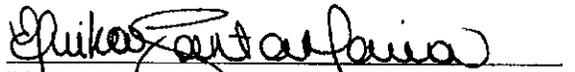
Section 2. Approval of Agreement and Authorization. The Local Agency Certification Qualification Agreement in substantially the form attached hereto is hereby approved by the Town Council and the Town Manager is authorized to execute the same on behalf of the Town. Additionally, the Town Manager is hereby authorized to sign any and all additional agreements or documents and provide any further documentation to state or federal authorities required in order for the Town to receive federal stimulus funding or other funding from the state of Florida for Town infrastructure projects.

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

PASSED and ADOPTED this 3rd day of March, 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: Councilmember Meerbott
Seconded By: Vice Mayor MacDougall

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman	<u>YES</u>
Vice Mayor Edward P. MacDougall	<u>YES</u>
Councilmember Peggy R. Bell	<u>YES</u>
Councilmember Timothy J. Meerbott	<u>YES</u>
Councilmember Ernest S. Sochin	<u>YES</u>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY CERTIFICATION QUALIFICATION AGREEMENT

525-010-33
PROJ MGT, RESEARCH & DEV OFC
05/01
Page 1 of 2

AGENCY TOWN OF CUTLER BAY

The noted agency hereby agrees to comply with the following requirements when developing all projects on the Federal Aid Highway Systems:

1. The *Local Agency Program Manual* and all policies and guidelines promulgated by the State of Florida Department of Transportation (FDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways and the Regulations issued pursuant thereto.

2. The overall approval authorities and conditions will be as follows:

a. The designs will be reviewed and approved by the following State of Florida registered Professional Engineer.

Town's Consulting Engineers
Position Title Only

b. The hearing's findings (if required) will be reviewed and approved by the following official or officials.

Town Manager
Position Title or Titles Only

c. The contract plans, specifications and estimate of cost will be reviewed and approved by the following State of Florida registered Professional Engineer.

Town's Consulting Engineers
Position Title or Titles Only

d. Agreements will be signed by the following responsible local official:

(1) Railroad Town Manager VIA Authorizing Resolution
Position Title Only

(2) Utility Town Manager VIA Authorizing Resolution
Position Title Only

(3) Consultant Town Manager VIA Authorizing Resolution
Position Title Only

(4) Technical Services Town Manager VIA Authorizing Resolution
Position Title Only

e. The award of contract will be signed by the following responsible official.

Town Manager VIA Authorizing Resolution
Position Title or Titles Only

f. If there are DBE requirements on a project, the following will be the DBE liaison officer:

Public Works Director
Position Title

SECTION 00300

PROPOSAL

RESURFACING IMPROVEMENTS

OLD CUTLER ROAD (From SW 224th Street to SW 184th Street (w/ exception))

CARIBBEAN BOULEVARD (From US-1 to SW 184th Street (w/ exception))

MARLIN ROAD (From US-1 to Old Cutler Road)

SW 87th AVENUE (From SW 184th Street to Old Cutler Road)

QUAIL ROOST DRIVE (From US-1 to Franjo Road)

FRANJO ROAD (From SW 184th Street to Old Cutler Road)

TOWN OF CUTLER BAY, FLORIDA

Town Clerk's Office
Town of Cutler Bay
10720 Caribbean Boulevard
Suite 105
Cutler Bay, Florida 33189

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 interest 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 a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the proposed Project Site to satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore, that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings, including bid item quantities, and Specifications are sufficient for the work to be done and he has examined the other Contractual Documents relating thereto, including the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, Davis Bacon Wage Determination, General Conditions, Supplementary Conditions, Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt 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 contract with the Town of Cutler Bay (Owner), in the form of contract specified, 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 Drawings and Specifications and in the manner specified.

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 further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for

additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

Payment Bonds each in the amount of one-hundred percent of the Contract price, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying his bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed.

Bidders Certificate of Competency No. E-99200

Bidders Occupational License No. _____

Acknowledgment is hereby made of the following Addenda received since issuance of the Project Manual:

Addendum No. 01 Dated: 10/22/09 Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____ Bank of _____ or Bid Bond for the sum of _____ Dollars

(\$ _____), made payable to the Town of Cutler Bay, Florida.

H & J Appelt, Inc. L.S.
(Name of Bidder) (Affix Seal)

[Signature] L.S.
Signature of Officer

President L.S.
(Title of Officer)

Address: 4310 NW 35 Ave

City: Miami State: FL 33142

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

- Humberto Lorenzo Sr, President 7538 SW 64 St, Miami, FL 33143
- Jorge Lorenzo, Vice-president 7891 SW 88 Ct, Miami, FL 33173
- Humberto Lorenzo, Director 3198 NW 98 Ct, Miami, FL 33172

Name of the executive who will give personal attention to the work:

Humberto Lorenzo, Jr

LIST OF MAJOR SUB-CONTRACTORS

Bidders are required to list with the Proposal, on this sheet all major sub-contractors included for the prosecution of the work. Failure to complete the list may be cause for declaring the Proposal irregular.

The successful bidder shall employ the sub-contractors listed hereunder for the class of work indicated, which list shall not be modified in any way without the written consent of the Town of Cutler Bay.

The Bidder expressly agrees that:

- 1. If awarded a contract as a result of this proposal, the major sub-contractors used in the prosecution of the work will be those listed below.
2. The Bidder represents that the sub-contractors listed below are financially responsible and are qualified to do the work required.

CATEGORY OR CLASS OF WORK NAME OF SUB-CONTRACTOR ADDRESS

Table with 3 columns: CATEGORY OR CLASS OF WORK, NAME OF SUB-CONTRACTOR, ADDRESS. Handwritten entries include: Striping, Road Runner Striping, 2242 W. 78 ST. Hialeah, FL 33016; Concrete, Construct Group Corp., 12101 NW 92 Ave #8 Hialeah Gardens, FL 33015.

RESURFACING IMPROVEMENTS
OLD CUTLER ROAD (From SW 224th Street to SW 184th Street (w/ exception))
CARIBBEAN BOULEVARD (From US-1 to SW 184th Street (w/ exception))
 — **MARLIN ROAD (From US-1 to Old Cutler Road)**
 — **SW 87th AVENUE (From SW 184th Street to Old Cutler Road)**
 — **QUAIL ROOST DRIVE (From US-1 to Franjo Road)**
 — **FRANJO ROAD (From SW 184th Street to Old Cutler Road)**
TOWN OF CUTLER BAY, FLORIDA
C3TS Project No. 00359-003

BID FORM

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid price any work item and materials for which a separate pay item has not been included in the Bid Form. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

BASE BID

OLD CUTLER ROAD (426429-1)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Roadway Items</u>					
101	Mobilization	1	L.S.	\$ <u>1,500</u>	\$ <u>1,500 -</u>
102-1	Maintenance of Traffic	1	L.S.	\$ <u>2,000</u>	\$ <u>2,000</u>
110-1-1	Clearing & Grubbing	1	L.S.	\$ <u>1,000</u>	\$ <u>1,000</u>
334-1-13	Superpave Asph Conc. – Traffic C	2,340	TN	\$ <u>70.00</u>	\$ <u>163,800</u>
522-2	Concrete sidewalk (6" thick) Remove and reconstruct	1,280	S.F.	\$ <u>4.50</u>	\$ <u>5,760</u>
527-1	F & I ADA Tactile Warning Mat at H/C ramp	20	EA.	\$ <u>330.00</u>	\$ <u>6,600</u>
711-11111	Standard Thermoplastic 6" White (incl. rpms)	27,300	L.F.	\$ <u>0.60</u>	\$ <u>16,380</u>
711-11123	Standard Thermoplastic 12" white	1,060	L.F.	\$ <u>2.00</u>	\$ <u>2,120</u>
711-11125	Standard Thermoplastic 24" white	680	L.F.	\$ <u>3.50</u>	\$ <u>2,380</u>
711-11170	Standard Thermoplastic Arrow	24	EA.	\$ <u>55.00</u>	\$ <u>1,320</u>
711-11211	Standard Thermoplastic 6" Yellow (incl. rpms)	23,500	L.F.	\$ <u>0.60</u>	\$ <u>14,100</u>
711-11224	Standard Thermoplastic 18" yellow (incl. rpms)	840	L.F.	\$ <u>2.50</u>	\$ <u>2,100</u>
711-STOP	24" White Thermoplastic Stop Bar with 50 LF of Double Yellow & rpms	14	EA.	\$ <u>120.00</u>	\$ <u>1,680</u>

(Old Cutler Road) Sub-Total:

\$ 220,740

Miami, FL 33142
 4310 N.W. 35 Ave
H & J Asphalt, Inc.
 H & J Asphalt, Inc.

Name of Bidder

Signature of Bidder

CARIBBEAN BOULEVARD (426432-1)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Roadway Items</u>					
101	Mobilization	1	L.S.	\$ 1,500	\$ 1,500
102-1	Maintenance of Traffic	1	L.S.	\$ 2,000	\$ 2,000
110-1-1	Clearing & Grubbing	1	L.S.	\$ 1,000	\$ 1,000
334-1-13	Superpave Asph Conc. – Traffic 	1,395	TN	\$ 70.00	\$ 97,650
520-1-10	Type F Curb & Gutter. Remove and Reconstruct	140	L.F.	\$ 18.00	\$ 2,520
522-2	Concrete sidewalk (6" thick) Remove and Reconstruct	3,060	S.F.	\$ 4.50	\$ 13,770
527-1	F & I ADA Tactile Warning Mat at H/C ramp	29	EA.	\$ 330.00	\$ 9,570
711-11111	Standard Thermoplastic 6" White (incl. rpms)	17,650	L.F.	\$ 0.60	\$ 10,590
711-11123	Standard Thermoplastic 12" white	170	L.F.	\$ 2.00	\$ 340
711-11125	Standard Thermoplastic 24" white	175	L.F.	\$ 3.50	\$ 612.50
711-11170	Standard Thermoplastic Arrow	22	EA.	\$ 55.00	\$ 1,210-
711-11211	Standard Thermoplastic 6" Yellow (incl. rpms)	10,900	L.F.	\$ 0.60	\$ 6,540
711-11224	Standard Thermoplastic 18" yellow (incl. rpms)	210	L.F.	\$ 2.50	\$ 525
711-STOP	24" White Thermoplastic Stop Bar with 50 LF of Double Yellow & rpms	14	EA.	\$ 120.00	\$ 1,680
711-ZEBRA	FDOT Special Emphasis (Zebra) Crosswalk (10' wide)	330	L.F.	\$ 20.00	\$ 6,600

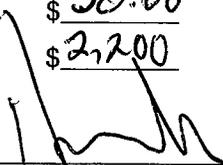
(Caribbean Boulevard) Sub-Total:

\$ 156,107.50

MARLIN ROAD (426434-1)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Roadway Items</u>					
101	Mobilization	1	L.S.	\$ 1,500	\$ 1,500-
102-1	Maintenance of Traffic	1	L.S.	\$ 2,000	\$ 2,000-
110-1-1	Clearing & Grubbing	1	L.S.	\$ 1,000	\$ 1,000-
334-1-13	Superpave Asph Conc. – Traffic 	1,535	TN	\$ 70.00	\$ 107,450-
339-1	Misc. Asphalt	5	TN	\$ 100-	\$ 500-
522-2	Concrete sidewalk (6" thick) Remove and Reconstruct	3,425	S.F.	\$ 4.50	\$ 15,412.50
536-1-1	Guardrail-Roadway (Furnish & Install)	200	L.F.	\$ 30.00	\$ 6,000
536-8	Guardrail Bridge anchorage Assembly (Furnish & Install) FDOT Index 400-sht. 17	4	EA.	\$ 2,200	\$ 8,800

H & J Asphalt, Inc.
Name of Bidder


Signature of Bidder

536-73	Guardrail – Roadway (Remove)	200	L.F.	\$ <u>3.00</u>	\$ <u>600.</u>
527-1	F & I ADA Tactile Warning Mat at H/C ramp	70	EA.	\$ <u>350</u>	\$ <u>24,500</u>
711-11111	Standard Thermoplastic 6" White (incl. rpms)	16,980	L.F.	\$ <u>0.60</u>	\$ <u>10,188</u>
711-11123	Standard Thermoplastic 12" white	2,590	L.F.	\$ <u>2.00</u>	\$ <u>5,180</u>
711-11125	Standard Thermoplastic 24" white	215	L.F.	\$ <u>3.50</u>	\$ <u>752.5</u>
711-11170	Standard Thermoplastic Arrow	18	EA.	\$ <u>55.00</u>	\$ <u>990</u>
711-11211	Standard Thermoplastic 6" Yellow (incl. rpms)	11,930	L.F.	\$ <u>0.60</u>	\$ <u>7,158</u>
711-11224	Standard Thermoplastic 18" yellow (incl. rpms)	170	L.F.	\$ <u>2.50</u>	\$ <u>425.</u>
711-STOP	24" White Thermoplastic Stop Bar with 50 LF of Double Yellow & rpms	31	EA.	\$ <u>120.00</u>	\$ <u>3,720</u>
711-ZEBRA	FDOT Special Emphasis (Zebra) Crosswalk (10' wide)	560	L.F.	\$ <u>20.00</u>	\$ <u>11,200</u>

(Marlin Road) Sub-Total:

\$ 207,374

S.W. 87th AVENUE (426436-1)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>Roadway Items</u>					
101	Mobilization	1	L.S.	\$ <u>1,500</u>	\$ <u>1,500</u>
102-1	Maintenance of Traffic	1	L.S.	\$ <u>2,000</u>	\$ <u>2,000</u>
110-1-1	Clearing & Grubbing	1	L.S.	\$ <u>1,000</u>	\$ <u>1,000</u>
334-1-13	Superpave Asph Conc. – Traffic	1,175	TN	\$ <u>70.</u>	\$ <u>82,250</u>
522-2	Concrete sidewalk (6" thick) Remove and Reconstruct	2,725	S.F.	\$ <u>4.50</u>	\$ <u>12,262.50</u>
527-1	F & I ADA Tactile Warning Mat at H/C ramp	56	EA.	\$ <u>330.00</u>	\$ <u>18,480</u>
711-11111	Standard Thermoplastic 6" White (incl. rpms)	7,560	L.F.	\$ <u>0.60</u>	\$ <u>4,536</u>
711-11123	Standard Thermoplastic 12" white	1,360	L.F.	\$ <u>2.00</u>	\$ <u>2,720</u>
711-11125	Standard Thermoplastic 24" white	70	L.F.	\$ <u>3.50</u>	\$ <u>245</u>
711-11170	Standard Thermoplastic Arrow	8	EA.	\$ <u>55.00</u>	\$ <u>440</u>
711-11211	Standard Thermoplastic 6" Yellow (incl. rpms)	10,600	L.F.	\$ <u>0.60</u>	\$ <u>6,360</u>
711-11224	Standard Thermoplastic 18" yellow (incl. rpms)	510	L.F.	\$ <u>2.50</u>	\$ <u>1,275</u>
711-STOP	24" White Thermoplastic Stop Bar with 50 LF of Double Yellow & rpms	26	EA.	\$ <u>120.00</u>	\$ <u>3,120</u>
711-ZEBRA	FDOT Special Emphasis (Zebra) Crosswalk (10' wide)	595	L.F.	\$ <u>20.00</u>	\$ <u>11,900</u>

(S.W. 87th Avenue) Sub-Total:

\$ 148,258.50

A&S Asphalt, Inc

Name of Bidder

Signature of Bidder

00300-6

00359-003

QUAIL ROOST DRIVE (426438-1)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
101	Mobilization	1	L.S.	\$ <u>1,500</u>	\$ <u>1,500</u>
102-1	Maintenance of Traffic	1	L.S.	\$ <u>2,000</u>	\$ <u>2,000</u>
110-1-1	Clearing & Grubbing	1	L.S.	\$ <u>1,000</u>	\$ <u>1,000</u>
327-70-1	Asphalt Milling (1" depth)	225	S.Y.	\$ <u>10.00</u>	\$ <u>2,250</u>
522-2	Concrete sidewalk (6" thick) Remove and Reconstruct	1,350	S.F.	\$ <u>4.50</u>	\$ <u>6,075</u>
527-1	F & I ADA Tactile Warning Mat at H/C ramp	20	EA.	\$ <u>330.00</u>	\$ <u>6,600</u>
334-1-1 2	Superpave Asph Conc. - Traffic 	385	TN	\$ <u>70.00</u>	\$ <u>26,950</u>
711-11111	Standard Thermoplastic 6" White (incl. rpms)	4,590	L.F.	\$ <u>0.60</u>	\$ <u>2,754</u>
711-11123	Standard Thermoplastic 12" white	50	L.F.	\$ <u>2.00</u>	\$ <u>100-</u>
711-11125	Standard Thermoplastic 24" white	60	L.F.	\$ <u>3.50</u>	\$ <u>210-</u>
711-11170	Standard Thermoplastic Arrow	2	EA.	\$ <u>55.00</u>	\$ <u>110-</u>
711-11211	Standard Thermoplastic 6" Yellow (incl. rpms)	2,520	L.F.	\$ <u>0.60</u>	\$ <u>1,512-</u>
711-11224	Standard Thermoplastic 18" yellow (incl. rpms)	220	L.F.	\$ <u>2.50</u>	\$ <u>550-</u>
711-STOP	24" White Thermoplastic Stop Bar with 50 LF of Double Yellow & rpms	8	EA.	\$ <u>120.00</u>	\$ <u>960-</u>

(Quail Roost Drive) Sub-Total:

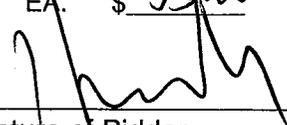
\$ 52,571

FRANJO ROAD (426439-1)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
101	Mobilization	1	L.S.	\$ <u>1,500</u>	\$ <u>1,500</u>
102-1	Maintenance of Traffic	1	L.S.	\$ <u>2,000</u>	\$ <u>2,000</u>
110-1-1	Clearing & Grubbing	1	L.S.	\$ <u>1,000</u>	\$ <u>1,000</u>
334-1-1 2	Superpave Asph Conc. - Traffic 	1,375	TN	\$ <u>70.00</u>	\$ <u>96,250</u>
522-2	Concrete sidewalk (6" thick) Remove and Reconstruct	3,300	S.F.	\$ <u>4.50</u>	\$ <u>14,850</u>
527-1	F & I ADA Tactile Warning Mat at H/C ramp	60	EA.	\$ <u>330.00</u>	\$ <u>19,800</u>
711-11111	Standard Thermoplastic 6" White (incl. rpms)	16,200	L.F.	\$ <u>0.60</u>	\$ <u>9,720</u>
711-11123	Standard Thermoplastic 12" white	2,090	L.F.	\$ <u>2.00</u>	\$ <u>4,180</u>
711-11125	Standard Thermoplastic 24" white	90	L.F.	\$ <u>3.50</u>	\$ <u>315</u>
711-11170	Standard Thermoplastic Arrow or Message	10	EA.	\$ <u>55.00</u>	\$ <u>550-</u>

A & J Asphalt, Inc.

Name of Bidder


Signature of Bidder

711-11211	Standard Thermoplastic 6" Yellow (incl. rpms)	4,350	L.F.	\$ <u>0.60</u>	\$ <u>2,610</u>
711-11224	Standard Thermoplastic (18" yellow)	260	L.F.	\$ <u>2.50</u>	\$ <u>650.-</u>
711-STOP	24" White Thermoplastic Stop Bar with 50 LF of Double Yellow & rpms	21	EA.	\$ <u>120.00</u>	\$ <u>2,520</u>
711-ZEBRA	FDOT Special Emphasis (Zebra) Crosswalk (10' wide)	240	L.F.	\$ <u>20.00</u>	\$ <u>4,800.-</u>

(Franjo Road) Sub-Total: \$160,745

GRAND TOTAL (BASE BID) IN FIGURES (LUMP SUM): \$ 945,798.⁰⁰

GRAND TOTAL (BASE BID) WRITTEN: Nine hundred forty-five thousand seven hundred ninety-eight dollars no cents.

ADDITIVE BID ALTERNATE #1

Note: All of the following landscaping items shall include furnishing and planting of tree, planting soil, mulch, staking, guying and bracing, fertilization, establishment period watering (daily for first week, three times per week for weeks 2 through 4, twice per week for weeks 5 to 8, once per week for weeks 9 through 12), 1 year guarantee and permitting through Miami-Dade County Public Works Department.

OLD CUTLER ROAD (426429-1)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L-1	Live Oak tree (150 gallon container grown, 4-1/2" to 5-1/2" caliper, 5' ct, 16'-18' OA, 8'-10'spread) planted in west side of roadway	25	EA.	\$ <u>450</u>	\$ <u>11,250</u>

(Old Cutler Road) Sub-Total: \$11,250

CARIBBEAN BOULEVARD (426432-1)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L-1	Live Oak tree (150 gallon container grown, 4-1/2" to 5-1/2" caliper, 5' ct, 16'-18' OA, 8'-10'spread) planted on swale or in median	31	EA.	\$ <u>450.-</u>	\$ <u>13,950</u>
L-2	Royal Palm (14'-16' CT, matched greywood and overall height)	19	EA.	\$ <u>500.-</u>	\$ <u>9,500</u>

(Caribbean Boulevard) Sub-Total: \$23,450

H&S Asphalt Inc.
Name of Bidder

[Signature]
Signature of Bidder

S.W. 87th Avenue (426436-1)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L-2	Royal Palm (14' - 16' CT, matched greywood and overall height)	20	EA.	\$ <u>500</u>	\$ <u>10,000</u>
L-3	Foxtail Palm (10'-12' CT, matched greywood and overall height)	20	EA.	\$ <u>300</u>	\$ <u>6000</u>
(S.W. 87 th Avenue) Sub-Total:					\$ <u>10,600</u>

QUAIL ROOST DRIVE (426438-1)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L-1	Live Oak tree (150 gallon container grown, 4-1/2" to 5-1/2" caliper, 5' ct, 16'-18' OA, 8'-10'spread) planted on north side of road	12	EA.	\$ <u>450</u>	\$ <u>5,400</u>
L-4	Bridavel Tree (Caesalpinia Granadilla) (8' - 10' OA, 2" caliper) planted on south side of round under power lines	9	EA.	\$ <u>300</u>	\$ <u>2,700</u>
L-5	Crape Myrtle Tree 'Tuscarora' (30 gallon container grown, 8'-10 OA, 5' - 6' spread, 1-1/4" multi-trunk) - planted on south side of road under powerlines	9	EA.	\$ <u>250.00</u>	\$ <u>2,250</u>
(Quail Roost Drive) Sub-Total:					\$ <u>10,350</u>

GRAND TOTAL (ADDITIVE BID ALTERNATE #1) IN FIGURES (LUMP SUM): \$ 55,650

GRAND TOTAL (ADDITIVE BID ALTERNATE #1) WRITTEN:

Fifty-five thousand six hundred fifty dollars no cents

BIDDER: H & J Asphalt, Inc.
By: Humberto Josenzo, Jr 
Title: President
Telephone: 305-634-3342 Fax: 305-634-3313

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MIAMI DADE

Romberto Lorenzo, Jr ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is President of H&J Asphalt, Inc (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify;
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has 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, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element 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 Town of Cutler Bay or any person interested in the proposed Contract.

By: [Signature]

Title: President

(Corporate Seal)

Subscribed and sworn before me this 30th day of Oct, 2009, by Romberto Lorenzo, who is personally known to me or has produced as identification.



[Signature]
Notary Public

Print Name _____
My commission expires: Nov. 4/2011

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: Herberto Rosento, Jr

Revolving Improvement
Project Name

Project Number

Firm/Agency: _____

Street Address: _____

CFR 24.510 & 24 CFR, Part 24, Appendix A

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

BUY AMERICA

CERTIFICATE OF COMPLIANCE

For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount of \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the engineer's written approval prior to incorporating the material into the project.

The Bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323 (j) (I). Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to Section 165 (b) (2) or (b) (4) of the Surface Transportation Assistance Act of 1982 and regulation in 49 CFR 661.7.

Firm Name: H & I Asphalt Inc.
Date: 10/29/09
Signature: [Handwritten Signature]
Printed Name: Humberto Lorenzo, Jr
Title: President

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
Appendix A – 49 CFR Part 20

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying", in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)}
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {{Note: Pursuant to 31 U.S.C. § 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}.

The Contractor, AJS Asphalt, Inc., certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official Humberto Lorenzo, Jr., President

Date 10/29/09

TOWN OF CUTLER BAY

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 Humberto Lorenzo, Jr Resident
[print individual's name and title]
for H&J Asphalt, Pnc.
[print name of entity submitting sworn statement]

whose business address is

4310 NW 35th Ave
Miami, FL 33142

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0024320

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

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

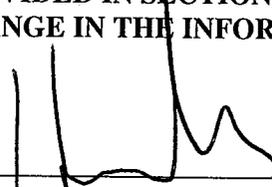
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

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

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

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



Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this 30th day of Oct, 2009.

Personally known HUMBERTO LORENZO

OR produced identification _____ Notary Public – State of FLA

(type of identification) My commission expires Nov. 4/2011

 Maria Alejandra Gomez
COMMISSION # DS712761
EXPIRES: NOV. 04, 2011
www.AARONNOTARY.com

(Printed, typed or stamped Commissioned name notary public)

TOWN OF CUTLER BAY

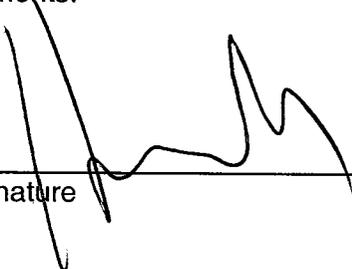
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that H & J Asphalt, Inc does:
(Name of Business)

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

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

Proposers Signature



Date

10/29/09

SECTION 00350

CONTRACTOR'S QUESTIONNAIRE

Submitted to: The Mayor and Town Council of the Town of Cutler Bay, Florida:

By H & J Asphalt, Inc.

Principal Office 4310 NW 35TH Ave, MIAMI, FL 33142

How many years has your organization been in business as a General Contractor under your present business name? 21

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? Yes

State of Florida Occupational License (State type and number):
CGC1513867

Federal I.D. No: 65-0024320

Dade County Certificate of Competency (State type and number):
E-99800, Paving Engineering

Town of Cutler Bay Occupational License (State type and number):

Please include copies of above licenses and certifications with proposal.

How many years experience in similar work has your organization had?

- (A) As a General Contractor 21 years
- (B) As a Sub-Contractor 21 years
- (C) What contracts has your organization completed? State below:

Contract Amount	Class of Work	When Completed	Name & Address of Owner
4.5 Million	Drainage & Paving	June 2009	FL DOT T6171
2.5 Million	Paving & Concrete	April 2009	FL DOT T6143
2.8 Million	Paving & Concrete	Feb. 2008	FL DOT T6168

How many years has your organization, or your concrete curb and sidewalk sub-contractor had in the actual construction of municipal, urban, decorative sidewalks and streetscapes?

20 years

List the detailed experience below:

Name & tel. number of Owner	Project Name	Date completed
FL. DOT	T-6131 12 Ave	6/09
FL. DOT	T-6143 SW 8th	4/09
FL. DOT	T-6168 Gallows	2/08

Are you a Certified Disadvantaged Business Enterprise (DBE) with the State of Florida?

NO

Have you ever failed to complete any work awarded to you? NO

If so, where and why?

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? NO

If so, state name of individual, name of owner, and reason thereof:

In what other lines of business are you financially interested or engaged?

NONE

Give references as to experience, ability and financial standing.

- Mike Grant, City of Coral Gables
- Mike Alvarez, City of Miami Beach
- Joaquin Rabasa, Public Work, Miami Dade Co.

What equipment do you own that is available for the proposed work and where is it located?

List attached. All our equipment
are located in our yard 4310 NW 35 Ave

Financial Statement:

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you?

Century Bank

Deer Bank

Region Bank

I hereby certify that the above answers are true and correct.

Name of Bidder: H&J Asphalt, Inc. (Affix Seal)

Signature of Officer: [Handwritten Signature]

Title of Officer: President

END OF SECTION

H & J ASPHALT, INC., ET AL

EQUIPMENT SCHEDULED 2008 / 2009

Client's Equip. #	Equipment No.	Year	Description / Model	Serial No.	Amount of Insurance
BL-6	1		John Deere Backhoe Loader	4106	\$ 61,000.00
L-3	2	1990	John Deere Tool Carrier / DW544ETC	5176	\$ 45,000.00
BL-2	3	1994	John Deere Backhoe Loader / 310D	3641	\$ 30,000.00
TR-1	4	1995	Bomag Roller / BW-11R	3509	\$ 30,000.00
R-9	5	1994	Bomag Static Wheel Roller / BW9ASW	865	\$ 35,000.00
B-2	6	1994	Ford Broom / 2600	5806	\$ 4,500.00
P-4	7	2000	Neal Mfg. Inc. Paver DM3000	4245	\$ 15,500.00
R-16	8		Bomag (Deutz Diesel Engine) BW 151AD2	1019	\$ 20,000.00
R-14	9	1996	Bomag Roller BW 100-AD	515	\$ 22,000.00
R-13	10		Hyster Tandem Roller / C340B	358H	\$ 8,000.00
TR-6	11	2005	Bomag Compactor Roller / BW11RH	2198	\$ 55,617.00
B-4	12	1982	Ford Broom	006A	\$ 7,000.00
R-18	13		Dynapak Roller / CA251D	3030	\$ 30,000.00
P-6	14	2000	Caterpillar Asphalt Paver / AP800C	754	\$ 190,000.00
CR-1	15		Crusher Cedar Rapid / 7033	7033	\$ 20,000.00
MM-3	16	2002	Hand Milling Machine / SPS10	654	\$ 3,500.00
BL-4	17	1996	Backhoe Loader / JD310E	9373	\$ 20,000.00
L-7	18		John Deere Wheel Loader / 544G	9276	\$ 22,000.00
P-7	19		Cedar Rapids Paver / CR351	ST16	\$ 100,000.00
E-2	20	1979	Caterpillar Excavator / 325BL	361	\$ 75,000.00
L-8	21	2002	John Deere Loader / 544H	3975	\$ 90,000.00
BL-5	22		Loader Backhoe John Deere / 310SG	9331	\$ 50,000.00
R-19	23		Bomag Compaction Roller / BW151AD2	1093	\$ 40,000.00
L-9	24	2002	John Deere Loader / 544H	4531	\$ 85,000.00
E-4	25	2001	Hitachi Excavator / EX230LC	155	\$ 117,000.00
R-21	26	2003	Bomag Roller / BW120-AD-3	8198	\$ 20,000.00
BL-1	27	1994	John Deere Backhoe Loader / 410D	451	\$ 16,000.00
SL-4	28		John Deere Skid Steer Loader / 250	3766	\$ 35,000.00
MM-4	29	2005	Wiltegen Milling Machine / WT W2000	594	\$ 428,000.00
BL-3	30		John Deere Backhoe Loader / 310E	7468	\$ 30,000.00
B-7	31		Ford Broom / 3930	3240	\$ 7,000.00
B-6	32		Ford Broom / 2910	4423	\$ 6,000.00
GE-1	33	1992	Gradall Rubber Tire Excavator / G3WD	8301	\$ 12,500.00
P-8	34	1998	Caterpillar Asphalt Paver / AP800-27	693	\$ 35,000.00
TR-4	35		Caterpillar Pneumatic Roller / PS150B	399	\$ 45,000.00
R-20	36		Bomag Roller / BW5AS	3411V	\$ 12,000.00
SL-2	37	1992	Skid Steer Loader / 743B		\$ 4,000.00
P-9	38		Cedar Rapids Paver CR451	7536	\$ 25,000.00
B-3	39	1982	Ford Broom / 3600	4882	\$ 8,268.00
L-11	40	2003	John Deere Wheel Loader / 544H	588990	\$ 77,250.00
B-9	41		Ford Broom Tractor / 250C	30671	\$ 11,270.00
B-8	42		Ford Broom Tractor / 250C	81672	\$ 11,270.00
L-12	43	2006	John Deere Wheel Loader / 724J	6690	\$ 165,142.00
P-10	44	2005	Cedar Rapids Automatic Paving System / 5500		\$ 30,000.00
R-22	45		Caterpillar Vibratory Roller / CB534	0782	\$ 30,000.00
R-23	46		Ingersoll Rand Vibratory Roller / DD65	51865	\$ 12,000.00
TR-7	47		Bomag Wheel Roller / BW12R	10119	\$ 12,000.00
Total:					\$ 2,208,817.00

SECTION 00410

BID BOND

STATE OF FLORIDA)

ss

COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that H&J Asphalt, Inc.

_____ as Principal, and

Great American Insurance Company, as Surety, a

Corporation chartered and existing under the laws of the State of Ohio, with its

principal offices in the City of Cincinnati, and authorized to do business in the State of

Florida are held and firmly bound unto the Owner, Town of Cutler Bay in

the penal sum of Five Percent of Amount Bid

_____ Dollars (\$~~*****~~) lawful money of

the United States, for the payment of which sum will 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 October 30, 2009, for:

RESURFACING IMPROVEMENTS

OLD CUTLER ROAD (From SW 224th Street to SW 184th Street (w/ exception))

CARIBBEAN BOULEVARD (From US-1 to Sw 184th Street (w/ exception))

MARLIN ROAD (From US-1 to Old Cutler Road)

SW 87th Avenue (From SW 184th Street to Old Cutler Road)

QUAIL ROOST DRIVE (From US-1 to Franjo Road)

FRANJO ROAD (From SW 184th Street to Old Cutler Road)

TOWN OF CUTLER BAY, FLORIDA

NOW, THEREFORE:

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal

shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 30th day of October, A.D., 2009, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required).
(If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

PRINCIPAL:

H&J Asphalt
Name of Firm

[Signature]
Signature of Authorized (Affix Seal)

President
Title

4310 N.W. 35th Avenue
Business Address

Miami, FL 33142
City, State & Zip Code

WITNESSES:

[Signature]
[Signature]

SURETY:

Great American Insurance Company
Corporate Surety

[Signature]
Attorney-in-Fact (Affix Seal)

Michael Bonet
And Florida Resident Agent
1060 Maitland Center Commons Boulevard Ste100
Business Address

Maitland FL, 32751
City, State & Zip Code

Brown and Brown of Florida, Inc.
Name of Local Insurance Agency

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 18528

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MICHAEL BONET	BOTH OF	BOTH
MICHAEL A. HOLMES	MIAMI LAKES, FLORIDA	\$75,000,000.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of APRIL, 2009.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 1ST day of APRIL, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

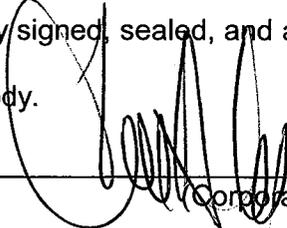
CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of October, 2009

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Josep A. Lorenzo, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Humberto Lorenzo, Jr who signed said bond on behalf of the principal, was then president of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.



Secretary (Corporate Seal)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE^{SS}

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Humberto Lorenzo, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Company and that he has been authorized by H&J ASPHALT, INC. to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the TOWN OF CUTLER BAY

Sworn and Subscribed to before me this 30th day of Oct, 2009, A.D.

(Attach Power of Attorney to original Bid Bond)

María Alejandra Gomez
Notary Public State of Florida at Large
My Commission Expires:

END OF SECTION



María Alejandra Gomez
COMMISSION # DD712761
EXPIRES: NOV. 04, 2011
WWW.AARONNOTARY.com

CONTRACT FOR CONSTRUCTION

THIS IS A CONTRACT, by and between THE TOWN OF CUTLER BAY, FLORIDA, a municipal corporation of the State of Florida, (hereinafter referred to as "Town"), and H & J Asphalt, Inc., a Florida corporation, (hereinafter referred to as "Contractor".)

W I T N E S S E T H, that Contractor and Town, for the considerations hereinafter named, agree as follows:

ARTICLE 1

SCOPE OF WORK

- 1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the Work described in the Contract Documents including Plans, Specifications and Addenda thereto for the following Project:

RESURFACING IMPROVEMENTS
OLD CUTLER ROAD (From SW 224th Street to SW 184th Street (w/ exception))
CARIBBEAN BOULEVARD (From US-1 to SW 184th Street (w/ exception))
MARLIN ROAD (From US-1 to Old Cutler Road)
SW 87th AVENUE (From SW 184th Street to Old Cutler Road)
QUAIL ROOST DRIVE (From US-1 to Franjo Road)
FRANJO ROAD (From SW 184th Street to Old Cutler Road)
TOWN OF CUTLER BAY, FLORIDA

as described in the Plans prepared by CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. ("C3TS") (the "Town's Project Engineer").

ARTICLE 2

CONTRACT TIME

- 2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed issued by the Town Manager. The Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.

2.2 Time is of the essence throughout this Contract. The Contractor shall prosecute the work with faithfulness and diligence and the Base Bid Work shall be substantially completed within One Hundred Eighty (180) calendar days from the date specified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with Article 3 within sixty (60) calendar days from the date certified by Town's Project Engineer as the date of Substantial Completion.

- 2.3 Upon failure of Contractor to substantially complete the Contract within the specified period of time, Contractor shall pay to Town the sum of One Thousand Dollars (\$1,000.00) for each calendar day after the time specified in Section 2.2 above for Substantial Completion. After Substantial Completion, should Contractor fail to complete the remaining Work within the time specified in Section 2.2 above for completion and readiness for final payment, Contractor shall pay to Town the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in Section 2.2 for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and use of the Project. 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 Town as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for substantial and/or final completion is given.
- 2.4 Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract.

ARTICLE 3

CONTRACT PRICE

- 3.1 Town shall pay to Contractor for the performance of the Contract, the total lump sum of _____ (\$ _____) subject to the conditions, limitations and restrictions of Sections 3.4, herein. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Plans and Specifications.
- 3.2 The sum set forth in Paragraph 3.1 shall constitute the Contract Price which shall not be modified except by any Change Order issued by Town or as otherwise specified herein.
- 3.3 The Contract Price may be adjusted by Town pursuant to Article 12 of the General Conditions.
- 3.4 Town and Contractor agree that this Contract shall be subject to the condition precedent that Town funds are available and budgeted for the accomplishment of the Work for this Project, and that the Town secures and obtains any necessary loans for the accomplishment of this Project pursuant to a borrowing enabling ordinance and any loan implementing resolution adopted by the Town Council and as described in the Town Council Resolution which awards and authorizes the execution of this Contract.

ARTICLE 4

CONTRACT DOCUMENTS

- 4.1 The Contract Documents which comprise the entire agreement between the Town and the Contractor concerning the Work consist of this Contract for Construction, the Drawings, Plans and Specifications, the Invitation for Bids, the Addenda, the Bid, Instructions to Bidders, the General and Supplementary Conditions, FHWA-1273, the Performance Bond and Payment Bond, Insurance Certificates, the Notice of Award, the Notice to Proceed, any Change Orders and any other Contract Documents, not specifically listed herein which shall be considered incorporated into and made a part of this Contract by this reference and shall govern this Project. Contractor is reminded and hereby recognizes that all Work under this contract must comply with applicable federal regulations. Any mandatory clauses which are required by such federal regulations shall be deemed to be incorporated herein immediately upon Town's written request.
- 4.2 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.3 The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other Projects without the Town's prior written authorization.

ARTICLE 5

WAIVER OF JURY TRIAL

Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract for Construction, arising out of, under, or in connection with the Construction of the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

ARTICLE 6

ASSIGNMENT

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.

ARTICLE 7

MISCELLANEOUS

7.1 Insurance Requirements:

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 coverages set forth in the Contract Documents.

7.2 Default and Termination

7.2.1 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 fee and costs incurred by the Town in seeking legal relief for the default.

7.2.2 The Town of Cutler Bay reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

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

7.3 **Contractor to Check Plans, Specifications and Data:**

Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Town's Project Engineer, and shall notify Town's Project Engineer in writing of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery and Town's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Town's Project Engineer, will be done at the Contractor's sole risk.

7.4 **Contractor's Responsibility for Damages and Accidents:**

7.4.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.

7.4.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

7.5 **Defective Work/Guarantee:**

7.5.1 Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.5.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of

the Contract Documents within the time indicated in writing by Town's Project Consultant, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.5.3 The Contractor shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

7.5.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

7.6 **Legal Restrictions and Traffic Provisions:**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, except as provided for in the Contract Documents, without the written consent of the proper authorities.

7.7 **Examination and retention of Contractor's Records**

7.7.1 The Town or any of their duly authorized representatives shall, until 5 years after final payment under this contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

7.7.2 The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as subparagraph 7.7.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

7.7.3 The right to access and examination of records in subparagraph 7.7.1 shall continue until disposition of any mediation, claims, litigation or appeals.

7.8 **No Damages for Delay:**

No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of Article 12 of the General Conditions, the Contractor shall be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be caused by the Town, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven days written notice to the Town.

7.9 Public Entity Crimes Affidavit

Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

7.10 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.

7.11 **Capitalized Terms**

Capitalized terms shall have their plain meaning as indicated herein.

7.12 **Independent Contractor:**

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.

7.13 **Payment to Sub-contractors**

Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Town made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Town will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Town. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors

within 30 days after satisfactory completion of the subcontractor's work. Contractor shall provide this certification in the form designated by the Town.

The Town will not make any progress payments after the initial partial payment until the Contractor completes the Equal Opportunity monthly report, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Town and the affected subcontractors and suppliers.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Town will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes suppliers within said 30-day period.

7.14 **DBE Contract Assurance**

The Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFE Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Town deems appropriate.

7.15 **Compliance with American Recovery and Reinvestment Act of 2009**

This project is subject to the criteria and conditions of the American Recovery and Reinvestment Act (ARRA) of 2009. Satisfy the federal reporting requirements for the project(s), such as the monthly employment report, for both the contractor and subcontractors. Provide the required information on form(s) provided by the Department in the timeframe indicated in the instructions. Include these reporting requirements in all subcontracts.

7.15.1 **Authority of the Comptroller General:**

Section 902 of the ARRA of 2009 provides the U.S. Comptroller General and his representatives the authority:

(1) to examine any records of the Contractor or any of its subcontractors, or any State or Local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract;

and

(2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or Local government agency administering the Contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

7.15.2 Authority of the Inspector General:

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this Contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

7.15.3 Withholding payment for failure to Comply with American Recovery and Reinvestment Act of 2009:

The Town will withhold progress and/or final payments from the Contractor for failure to comply with the requirements of 7.15.

7.16 Governing Law

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: TOWN OF CUTLER BAY, FLORIDA, signing by and through its Town Manager authorized to execute same by Council action on the _____ day of

_____ 2009, and _____ signing by and through

_____, duly authorized to execute same.

ATTEST: TOWN OF CUTLER BAY, FLORIDA

Town Clerk By: _____
Town Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
TOWN ATTORNEY

This ____ day of _____, 2009.

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

ATTEST: _____
(Secretary)
(Corporate Seal)

CONTRACTOR
H & J Asphalt, Inc.

By: _____
(Signature and Title)

Humberto Lozano, Jr. - President
(Type Name/Title signed above)

This ____ day of _____, 2009.

TAB 6



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: November 18, 2009

Re: **EXECUTION OF AGREEMENT FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR (ARRA) FUNDED ROADWAY RESURFACING IMPROVEMENTS**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE CORZO, CASTELLA, CARBALLO, THOMPSON, AND SALMAN (C3TS) INC. FOR CONSTRUCTION PHASE SERVICES FOR THE FEDERALLY FUNDED ROADWAY RESURFACING IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

At the November 17, 2007 Town Council meeting, Resolution No. 07-03 was adopted approving the execution of non-exclusive professional services agreements with firms to provide various engineering and architectural services for the Town, including Landscape Architectural Services.

Following a thorough evaluation by the Town's Selection Committee which included previous experience with similar projects, the proposed scope of services, project deliverables and overall cost, the Public Works Department has selected C3TS, Inc. to complete engineering design and construction phase services for the Federally funded (ARRA) roadway resurfacing improvements. The engineering construction phase services costs for this project total \$ 40,750 which, was budgeted in the Town's fiscal year 2009-10 Operating Budget.

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Town Manager to execute an agreement with C3TS, Inc. for engineering construction phase services.

RESOLUTION NO. 09-_____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH CORZO, CASTELLA, CARBALLO, THOMPSON, AND SALMAN (C3TS), INC. FOR ENGINEERING SERVICES FOR ROADWAY RESURFACING IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 14, 2007 the Town of Cutler Bay (the “Town”) adopted Resolution No. 07-52 approving the execution of non-exclusive professional services agreements to provide various engineering and architectural services for the Town; and

WHEREAS, Corzo, Castella, Carballo, Thompson, and Salman (“C3TS), Inc. is one of the firms that was selected to perform professional services pursuant the Resolution No. 07-52, and

WHEREAS, the Town Council adopted Resolution # 09-18 on May 3, 2009, approving the Town’s Local Agency Certification Qualification Agreement with the Florida Department of Transportation (FDOT) in order to receive Federal Stimulus monies, and

WHEREAS, on May 11, 2009 the Town received an approval letter from FDOT awarding the Town a Local Agency Certification classification; and

WHEREAS, both the Miami-Dade Metropolitan Planning Organization (MPO) and (FDOT) have reviewed and approved the Town’s Federal Stimulus related roadway resurfacing improvement projects; and

WHEREAS, the Town seeks to improve the existing roadway and traffic marking conditions along the major roadways; and

WHEREAS, in accordance with the stipulations of the professional services agreements, the Public Works Department received a proposal from C3TS, Inc. which has an executed agreement with the Town; and

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

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

Section 2. Authorization. The Town Manager is authorized to execute an agreement with C3TS, Inc. in the amount of \$40,750.00 for engineering construction phase services in substantially the form attached hereto.

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

PASSED and ADOPTED this _____ day of _____, 2009.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

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

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 _____



Engineers
Architects
Planners

WORK AUTHORIZATION

November 2, 2009

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

Attention: Ralph Casals, Public Works Director

Reference: Construction Phase Services
Resurfacing Improvements – Federal Stimulus
Old Cutler Road, Caribbean Blvd., Marlin Road, SW 87th Avenue,
Franjo Road and Quail Roost Drive
Cutler Bay, Florida

Dear Mr. Casals:

The firm or Corzo Castella Carballo Thompson Salman, P.A. (C3TS) is pleased to submit this proposal for professional services to perform construction engineering inspection and administration services for the Town of Cutler Bay Federal Stimulus Resurfacing Improvements.

EB0005022
AAC002142

I. Project Scope

The Town of Cutler Bay proposes to resurface various Miami-Dade County roadways within the Town limits. This project also includes ADA ramps, sidewalk repairs, bridge guardrail improvements and pavement markings. The estimated \$1.0 million project is being funded almost entirely by Federal Stimulus (ARRA 2009) funds administered by the FDOT under a LAP Agreement with the Town.

II. Scope of Services

Construction Administration, Engineering & Inspection

During the construction phase, C3TS will provide Construction Administration services as follows:

- Prepare Contract Documents, Notice of Award and Notice to Proceed.
- Attend pre-construction conference and prepare minutes for distribution.
- Shop drawing processing (review by design engineer).
- Attend bi-weekly progress meetings and prepare minutes for distribution.
- Respond to Contractor request for information (RFI) and clarification/interpretation of contract documents.
- Coordinate utility concerns and issues with regard to conflicts.
- Process all Construction correspondence and maintain files.
- Review and Make Recommendations for Contractor payment requisitions.
- Provide initial assistance and guidance to Town Staff for:
 - Review Contractor certified payrolls.
 - Conduct labor interviews to assure wage rate compliance
 - Review Contractor EEO compliance.

**Work Authorization – Construction Phase Services
Resurfacing Improvements
November 2, 2009
Page 2**

- Review and Make Recommendations for Contractor change order requests, if any.
- Provide part-time resident inspector (hours will vary depending on construction activity).
- Provide final inspection, punch-list, and contract close-out.
- Quality Control – limited materials and density testing (Primary testing by lab hired by Contractor).
- Provide photographic history of project in digital format.

III. Fees

All terms and conditions shall be per our General Agreement for Professional Services. Our fees for the above services shall be as per the following fee schedule:

Construction Phase\$40,750

We are ready to begin working on this assignment upon your authorization to proceed. If acceptable to you, we will accept a signed copy of this form as your written authorization to proceed with the assignment.

Thank you.

Corzo Castella Carballo Thompson Salman, P.A.



Ramon Castella, P.E.
Vice-President

RC/er

Town of Cutler Bay
Approved by:

Date: _____

FEE WORKSHEET

DATE: November 2, 2009

PROJECT: Construction Phase Services
 Resurfacing Improvements - Federal Stimulus
 Old Cutler Road, Caribbean Blvd., Marling Road, SW 87th Avenue,
 Franjo Road and Quail Roost Drive
 Cutler Bay, Florida

Construction Phase: (Assumes 6 months continuous construction period)

Task	Prin	PE/RA/CM	EI/AI	Insp.	Clerical
Pre-construction Conference & Activities	2	4	2	2	2
Shop Drawing Coordination		2	4		2
Bi-Weekly Meetings	8	30	10		8
Contractor RFI and Clarifications	4	8	8		4
Payment Requisitions	2	4	6	4	2
Contractor Change Order & Requests	2	4	6		2
Part-time Resident Inspection & QC Tests	6	8	16	260	6
Final Inspection & Close-out	2	4	8	8	4
Construction Phase Sub-Total Hours	26	64	60	274	30
Billing Rate	185	135	98	70	58
Labor Cost	\$4,810	\$8,640	\$5,880	\$19,180	\$1,740
Labor Sub-Total					\$40,250

Materials and Supplies - Field \$500

Total **\$40,750**

TAB 7

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 AND MIAMI-DADE COUNTY OFFICE OF GRANTS COORDINATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay Police Department applied to the Miami-Dade County Department of Human Services in order to obtain the Edward Byrne Grant Program, Drug Control and System Improvement Formula Grant Program; and

WHEREAS, the allotment for the Town of Cutler Bay Police Department for the year 2009/2010 is \$7,002.00; and

WHEREAS, these funds will provide for a School Resource Officer project that includes a series of drug use prevention programs throughout the school year; 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 and the Miami-Dade County Human Services Department require 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 and the Miami-Dade County Office of Grants Coordination, 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 _____

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2009, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Grants Coordination (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the TOWN of Cutler Bay a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **School Resource Officer Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **School Resource Officer Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **School Resource Officer Project**; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the **School Resource Officer Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

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

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$7,002**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2009 through September 30, 2010.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any

understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IX. INSURANCE. If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

X. LICENSURE AND CERTIFICATION. The Provider shall ensure that all other licensed professionals providing **School Resource Officer** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

XI. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

Nepotism. Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph,

permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

XII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. §1612, and the Fair Housing Act, 42 U.S.C. §3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

XIII. NOTICES. Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County
Office of Grants Coordination
111 NW First St., 19th Floor
Miami, Florida 33128
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Town of Cutler Bay Police Department
10720 Caribbean Blvd.
Cutler Bay, Fl. 33157
Attention: Lt. E. Fernandez

XIV. AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment E); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment E); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

XVII. PROJECT BUDGET AND PAYMENT PROCEDURES. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment. Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. Recapture Funds. At the conclusion of the third quarter and upon submission of the Quarterly Performance Report and Invoice, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **School Resource Officer Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2010.

D. The Provider agrees to mail all Quarterly Expenditure Reports to the address listed above, Section XIII.

E. The County agrees to review Expenditure Reports to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already

already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of three (3) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **School Resource Officer Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Grants Coordination by January 5, April 5, July 5, and October 5, 2010 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Grants Coordination by January 15, April 15, July 15, and October 15, 2010 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Grants Coordination during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from

from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

XX. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount payable and effective term, shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that amendments of the Scope of Service, line item budget of more than ten percent (10%) of the total budget set forth herein and other such revisions may be negotiated as written amendment to this Contract between the parties. The

County Mayor or Mayor's designee is authorized to make amendments to this Contract as described herein on behalf of the County.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment F. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment F without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fourteen (14) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Quarterly Expenditure Report
Attachment E:	Miami-Dade County Affidavits
Attachment E1:	Code of Business Ethics
Attachment E2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment E3:	State Public Entities Crime Affidavit
Attachment F:	Provider's Disclosure of Subcontractors and Suppliers

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

Signature

Title

Name (typed)

ATTEST:

By: _____

By: _____
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
GEORGE M. BURGESS
COUNTY MANAGER

SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Quarterly Expenditure Report
ATTACHMENT E	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

ATTACHMENT A

PROGRAM NARRATIVE

Jurisdiction Name: Town of Cutler Bay	Contact Person: Lt. E. Fernandez
Address: 10720 Caribbean Blvd. Cutler Bay, Fl. 33157	Contact Numbers: O (305) 234-4237 F (305)-234-5587
Program Area: School Resource Officer	Program Dates: 10/01/09 through 09/30/10
Program Name: Cutler Bay SRO Program	Target Population: School Age Students

Problem Identification

The Town of Cutler Bay is located in the southern part of Miami Dade County. Recently incorporated in 2005, it is currently the youngest municipality in the State of Florida. With a population of 40,000, the Town is a middle class community with the majority of single family homes. Cutler Bay has 8 schools, including 5 elementary, 2 middle and 1 elementary charter school. Although separated from the County, the town continues to receive comprehensive police services through Miami-Dade's Police Department. In this year of programming, the town will focus its efforts providing educational programs to local youth.

One of the department's primary goals is "Increasing community involvement in safety and crime awareness by presenting literature and educational classes to private and public schools." The Cutler Bay Police Department operates a Neighborhood Resource Officer Program. The officers assigned to this initiative are trained as School Resource Officers and work both in the community and the schools. The officer's work to build relationships within the community by positive interaction between law enforcement, residents and youth, during special school based events. These venues provide the avenue to educate youth and their families on crime prevention techniques and to discuss issues related to crime that is currently impacting our communities. This includes school based crime such as gang recruitment, bullying, stranger danger, etc.

The Town of Cutler Bay, like many municipalities across the nation has been severely impacted by the negative change in the economy. As the Town struggles with daily budgetary issues, meeting departmental goals is nearly impossible. This in turn impacts the community they serve with a reduction in program and services offered to its residents.

Program Description

In the upcoming grant year the police department wishes to enhance services provided to local school age children and their families. Specifically SRO officers will become a more prominent force during quarterly school events. An example of such events would include health fairs, educational programs, Red Ribbon events, PTA meetings, etc. These events will promote and foster positive relationships and interaction amongst students, teachers, parents, and law enforcement officers. The officers will participate seven hours per event, this includes planning meetings and set-up and break-down of display tables, information tables, etc. Event topics can include bullying, crime prevention, bicycle safety, fingerprinting, etc. These events will be collaborative endeavors by a host of agencies including the Cutler Bay Police Department. Each event will be documented by overtime pay slips stating the number of hours worked and proof of payment to the officers. JAG funds will be used to support the overtime needed for officers providing educational programs. Additionally grant funds will be used to purchase program materials, including educational brochures, red ribbon items, pens, pencils, etc.

Jurisdiction Name: Town of Cutler Bay

Contact Person: Lt. E. Fernandez

Address: 10720 Caribbean Blvd.
Cutler Bay, Fl. 33157

Contact Numbers: O (305) 234-4237
F (305)-234-5587

Program Area: School Resource Officer

Program Dates: 10/01/09 through 09/30/10

Program Name: Cutler Bay SRO Program

Target Population: School Age Students

Required Activities	Planned Measures	Monitoring Plan
<p>Conduct 4 crime prevention presentations during the grant year.</p> <p>Attend 4 school based special events during the grant year.</p> <p>Provide 1 in-service orientations to school teachers and parents during the grant year (PTA meeting).</p>	<p>The provider shall be responsible for:</p> <p>School Resource Officer to conduct:</p> <p>PTA Crime prevention training</p> <p>School based special events</p> <p>crime prevention presentations</p> <p>Red Ribbon Activities.</p> <p>Safety Patrol/ Youth Crime Watch Information</p>	<p>The provider is to submit the following documentation to the County in a complete and timely manner:</p> <p>Program Plan and Activity Schedule.</p> <p>Meeting announcements, flyers, news articles, etc.</p> <p>Participant list and meeting attendance records (PTA meeting)</p> <p>Payroll documentation including payroll registers and time sheets and overtime slips.</p>

ATTACHMENT B

PROGRAM BUDGET

ATTACHMENT B

Jurisdiction Name: CULTER BAY
Program Area: School Resource Officer
Program Name: Cutler Bay SRO Program

Contact Person: Lt. E. Fernandez
O (305) 234-4237 F (305) 234-5887
Program Dates: 10/1/09 - 9/30/10

Salaries and Benefits, Total		\$6,518
1 Sgt X 4 events X 6.5hrs X \$76.73/hr.	\$1,995	
3 Ofc X 4 events X 6.5hrs X \$57.99/hr.	\$4,523	
Operating Capital Outlay, Total		\$0
Contractual Services, Total		\$0
Expense, Total		\$484
Educational brochures	\$300	
Red Ribbon items	\$100	
Fingerprinting supplies	\$84	
Total Budget		<u>\$7,002</u>
Miami Dade County will reimburse an amount not to exceed:	<u>\$7,002</u>	

ATTACHMENT C

Edward Byrne Memorial Justice Assistance Grant Program

Drug Control and System Improvement Formula Grant Program

Quarterly Project Performance Report

SCHOOL RESOURCE OFFICER PROJECT

Fiscal Year 2009/2010

(City)

(Project Name)

(Name of Person Completing Form)

(Title)

(Phone)

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4	July 1 - September 30	October 5

Report Number	Quarterly Period	Report Submission Date

Note: Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

FY2010 Quarterly Project Performance Report
School Resource Officer Project
Cutler Bay

Please answer the following questions based on activity that occurred in the previous quarter.

1. How many local initiatives were planned? (Refers to your entire program) _____
2. How many local initiatives were implemented? _____
3. How much of grant funds was used for equipment and/or supplies? _____
4. What type of equipment was purchased? _____
5. How many types of equipment and/or supplies were purchased? _____
6. How many trespass warnings were issued to unauthorized personnel on school grounds this quarter? _____
7. How many student offenders were arrested off school grounds this quarter? _____
8. How many students were provided one or more counseling sessions this quarter? _____
9. How many parents were provided one or more counseling sessions this quarter? _____
10. How many crime prevention class presentations were conducted this quarter? _____
- 10a. In what setting did these activities take place? _____
- 10b. How many students participated in these presentations? _____
11. How many special events were conducted this quarter? _____
- 11a. List the type of events conducted. _____
12. How many students were referred to public assistance agencies for services this quarter? _____
13. How many in-service orientations were provided to teachers this quarter? _____
14. How many program participants in total received services this quarter? _____
15. How many overtime hours were paid with JAG funds this quarter? _____

PROGRAM NARRATIVE

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

ATTACHMENT D

Edward Byrne Memorial Justice Assistance Grant

Quarterly Expenditure Report

Report Number	Quarterly Period	Report Due Dates
1	October 1 – December 31	January 15
2	January 1 – March 30	April 15
3	April 1 – June 30	July 15
4	July 1 – September 30	October 15

Report Number	Quarterly Period	Report Due Date

Edward Byrne Memorial Justice Assistance Grant Program

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(To Be Copied on Jurisdiction Letterhead)**

City: _____	Date of Claim: _____
Project Name: _____	Claim Number: _____
Telephone: _____	Claim Period: _____
Name of Person Completing Form: _____	



1. Total Federal Budget \$ _____ 2. Amount This Invoice \$ _____
3. Amount of Previous Invoices \$ _____ 4. Remaining Budget Balance \$ _____
- (Subtract lines 2 & 3 from line 1)

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	Federal Funds	Category Totals
_____	Salaries & Benefits	_____	_____	_____	_____
_____	Contractual Services	_____	_____	_____	_____
_____	Operating/ Capital Equipment	_____	_____	_____	_____
_____	Expenses	_____	_____	_____	_____
_____	Total Claim	_____	_____	_____	_____

We request payment in accordance with our contract agreement in the amount of 100% of the Total Costs for this Claim \$ _____.

Attached, please find the records which substantiate the above expenditures. I certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

Chief of Police/Other City Official

Payment Approved, Miami Dade County

SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS- Payroll Expenses

City: _____ Date of Claim: _____

Project Name: _____ Claim Number: _____

<u>Name Officer/Staff</u>	<u>Date of Activity</u>	<u>Type of Activity*</u>	<u>Total Hours</u>

*(Presentation, Parent Meeting, Field trip, etc.)

TOTAL HOURS _____ AT \$ _____ PER HOUR = \$ _____

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF \$ _____ IS CORRECT.

OFFICER/STAFF SIGNATURE: _____

OFFICER/STAFF SOCIAL SECURITY NUMBER: _____

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: _____

I VERIFY THAT THE ABOVE SERVICES WERE PROVIDED: _____

Note: Payroll registers, time sheets and OT slips, documenting payroll expenses, must be attached to process this payment.

ATTACHMENT E

beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

-
-
-
3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
___ Yes ___ No
2. Does your firm provide paid health care benefits for its employees?
___ Yes ___ No
3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	___ Males	___ Females	Asian:	___ Males	___ Females
Black:	___ Males	___ Females	American Indian:	___ Males	___ Females
Hispanics:	___ Males	___ Females	Aleut (Eskimo):	___ Males	___ Females
_____:	___ Males	___ Females:	_____:	___ Males	___ Females

III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

- _____ The firm does not have annual gross revenues in excess of \$5,000,000.
- _____ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W, 1st Avenue, 28th Floor, Miami, Florida 33128.
- _____ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;
- _____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

__VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

__VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

__VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

__IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____ . He/She is personally

known to me or has presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

ATTACHMENT E1

Form A-12
Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: _____ (Signature of Affiant) _____ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____ 200__ by _____ He/She is personally known to me or has presented _____ (Type of Identification)

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

ATTACHMENT E2

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: _____
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____ . He/She

is personally known to me or has presented _____
(Type of Identification)

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

ATTACHMENT E3

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 Miami-Dade County

by _____
(print individual's name and title)

for _____
(print Name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions 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 public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

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

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact 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, executives, partners, shareholders, employees, members, and agents who are active in management of an 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. (Please 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, nor any 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 (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 THAT 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)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

My commission expires _____

(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

ATTACHMENT F

JAG/BYRNE GRANT ADMINISTRATION

**PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
(Ordinance 97-104)**

Name of Organization: _____ **Address:** _____

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT ADDRESS CITY AND STATE

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

NAME OF SUPPLIER ADDRESS CITY AND STATE

No suppliers will be used.

I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative: _____

Title: _____ *Date:* _____

Firm Name: _____ *Fed. ID No.* _____

Address: _____ *City/ State/Zip:* _____

Telephone: () _____ *Fax:* () _____ *E-mail:* _____

TAB 8



Community Development Department

David Hennis, AICP
Community Development Director

MEMORANDUM

To: Steven J. Alexander, Town Manager

From: David G. Hennis, Community Development Director

Date: November 9, 2009

Re: Growth Management Plan Amendment to the Capital Improvement Element

Revisions have been made to update the Capital Improvement Element (CIE) of the Growth Management Plan to be consistent with the requirements of Section 163.3177 Florida Statutes, which requires local governments to update the Capital Improvements Schedule on a yearly basis. The CIE revision consists of updates to the data and analysis required by Florida law and revisions to the Capital Improvement Schedule. The data and analysis consists of the public facilities capacity analysis and revenue and expenditure projections.

The Capital Improvement Schedule was revised to reflect planned and programmed projects for the five year period of 2009 through 2013. This amendment also consists of a revision to Educational Facilities Element Policy EDU-2F to adopt the most recent version of the Miami-Dade County Public Schools District Facilities Work Program, dated September, 2009. A copy of page EF-4 of the Educational Facilities Element, with the revisions made is also included with this application.

The primary purpose of the CIE update is to stay abreast of the facility needs of the community and to ensure that the deficiencies as well as the improvements identified in the other elements of the comprehensive plan are programmed and corrected accordingly over time. The Town's Growth Management Plan was determined by the State to be fully in compliance on October 28, 2008.

RECOMMENDATION:

Staff recommends adoption of an amendment to the Capital Improvement Element of the Town of Cutler Bay Growth Management Plan in compliance with State requirements to update the capital improvement schedule on a yearly basis.

ORDINANCE NO. 09- _____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT WITHIN THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, local governments are annually required to update the capital improvements element contained in their comprehensive plans in order to ensure that the required level of service standard for the public facilities listed in Section 163.3180, Florida Statutes is achieved and maintained over the planning period; and

WHEREAS, the Town of Cutler Bay (the "Town") Town Council, sitting in its capacity as the Local Planning Agency, has recommended approval of the proposed amendments to the Capital Improvements Element of the Town's Comprehensive Plan ("Comprehensive Plan"); and

WHEREAS, the Town Council finds that this update to the Capital Improvements Element is consistent with the Comprehensive Plan; and

WHEREAS, the Town Council hereby finds that adoption of this Ordinance is in the best interest and welfare of the residents of the Town.

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

Section 1. Recitals Adopted. That the recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Adoption of the Capital Improvements Element Update. That the Town Council hereby amends the Capital Improvements Schedule contained in the Capital Improvements Element of the Town of Cutler Bay Comprehensive Plan, with the updated Capital Improvement Schedule, which is attached to this Ordinance as Exhibit "A."

Section 3. Conflicts. That all ordinances or Code provisions in conflict herewith are hereby repealed.

Section 4. Severability. That 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. Effective Date. That this Ordinance shall be effective immediately upon passage by the Town Council on second reading, except that the effective date of these plan amendments approved by this Ordinance shall be the date a final order is issued by the Department

of Community Affairs or Administration Council finding the plan amendments in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The Department of Community Affairs notice of intent to find the plan amendments in compliance shall be deemed to be a final order if no timely petition challenging the plan amendments is filed.

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

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
Capital Improvement Element Amendment**

November 9, 2009

Introduction

The following amendment application consists of proposed revisions to the Capital Improvements Element for the Town of Cutler Bay. The Town was incorporated in November 2005 and adopted its first Growth Management Plan in April 2008. The plan was determined by the State to be fully in compliance on October 28, 2008. This is the second update to the Capital Improvements Element since the plan was adopted.

This amendment consists of updates to the data and analysis required by Florida law and revisions to the Capital Improvement Schedule. The data and analysis consists of the public facilities capacity analysis and revenue and expenditure projections. The amendment includes copies of the current Capital Improvement Schedule with strikethrough formatting to indicate the table is being updated with new information.

This amendment also consists of a revision to Educational Facilities Element Policy EDU-2F to adopt the most recent version of the Miami-Dade County Public Schools 5-Year District Facilities Work Program.

Public Facilities Capacity Analysis

Ensuring the availability of services and infrastructure to serve the existing and future population and land uses is an important function of the Growth Management Plan. The Growth Management Plan establishes levels of service for key facilities and infrastructure, including roadways, mass transit, potable water, sanitary sewer, drainage, and parks and recreation. The Capital Improvements Schedule identifies planned and programmed capital improvements that will be implemented by the Town and other agencies in order to meet or exceed the Level of Service standards, or otherwise implement the Growth Management Plan. In order to be financially feasible, revenues adequate to fund the projects identified as "funded" on the Capital Improvements Schedule must be demonstrated.

The following analysis of facility capacity demonstrates that the proposed capital improvements will maintain the LOS standards of the Town.

Potable Water

LOS Standard – The Town's Level of Service Standard for potable water is as follows:

Regional Treatment – System shall operate with a rated capacity that is no less than 2% above maximum daily flow for the preceding year.

User LOS – Maintain capacity to produce and deliver 155 gallons per capita per day (gpd).

Water Quality – Meet all County, State and federal primary potable water standards.

Countywide storage – Storage capacity for finished water shall equal no less than 15% of Countywide average daily demand.

With the exception of a few enclaves that remain on private wells, the Town is provided with potable water services through the Miami-Dade Water and Sewer Department (WASD). The Town shall coordinate with WASD on an ongoing basis in the delivery of potable services within its boundaries, and with the South Florida Water Management District in the management of the regional water supply.

The Alexander Orr Water Treatment Plant serves the Town of Cutler Bay. This plant has a capacity of 172 million gallons per day, which will increase to 205 million gallons per day by 2020 as a result of programmed improvements. Tables INF-2 and INF-3 in the support component of the Infrastructure Element provides potable water supply and demand analysis through 2020 for demand and 2030 for supply. This analysis indicates that the Town will meet its Level of Service standard for potable water through the planning period. The Town has not programmed any capital improvements related to water facilities.

Sanitary Sewer

LOS Standard – 100 gallons per capita per day (gpd).

With the exception of a few enclaves that remain on septic tanks, the Town is provided with sanitary sewer services through the Miami-Dade Water and Sewer Department (WASD). The Town shall coordinate with WASD on an ongoing basis in the delivery of sewer services within its boundaries.

The Town is located in WASD's South Sewer Service District. The South Sewer District Plant has a design flow capacity of 112 million gallons per day. By 2010 the plant's capacity will increase to 131 million gallons

per day as a result of programmed improvements. Table INF-5 in the support component of the Infrastructure Element documents the Town's existing and projected wastewater demand through the planning period. As demonstrated, the Town will meet its Level of Service standard for sanitary sewer service through the planning period. The Town has not programmed any capital improvements related to sanitary sewer facilities.

Drainage

LOS Standard – The Town's Level of Service Standard for stormwater drainage is as follows:

Quality - The drainage and performance standards established in Chapter 62-25, 25.015, F.A.C., as amended with treatment of the first inch of rainfall to meet water quality standards required by Chapter 62-302, 862-302.500, F.A.C., as amended.

Quantity – Post-development runoff should not exceed the pre-development runoff for a 25-year storm event, up to and including an event with 24-hour duration. In addition, the Standard requires onsite treatment of the first inch of rainfall or the first half-inch of runoff, whichever is greater.

Most of the Town is located within Zone AE, the 100-year floodplain. The purchase of flood insurance is mandatory in these areas. The Town also includes areas within Zone X and Zone X-500. Zone X corresponds to areas outside of the 100 year floodplain, areas where 100 year sheetflow flooding at a depth of one foot or less may occur, or areas protected from 100 year floods by levees. Zone X-500 corresponds to the 500 year floodplain.

Stormwater drainage has been an ongoing challenge in the Town, particularly the areas of marl and muck soils east of Old Cutler Road. In 2007, the Town completed a Stormwater Master Plan and in 2008 assumed stormwater drainage responsibilities from the County. The Stormwater Master Plan includes a detailed inventory of the stormwater system and projected deficiencies, and a program to correct these deficiencies.

The Town has programmed two new stormwater drainage improvement projects scheduled to begin in fiscal year 2009/10. The Caribbean Boulevard stormwater drainage project has received funding through the County PTP Funds as part of an overall upgrade to this roadway. The Saga Bay and Bel Aire neighborhoods have received funding from FDEP in addition to being funded by the stormwater utility fee which was transferred from Miami-Dade County to the Town. The Saga Bay Neighborhood project is a continuation from last fiscal year.

Solid Waste

LOS Standard – A collection capacity of 9.9 lbs. per capita per day, and disposal capacity sufficient to accommodate waste flows committed to the system through long-term interlocal agreements and contracts and non-committed solid waste flows for a period of five years.

The Town of Cutler Bay is provided with collection and disposal service through the Miami-Dade County Department of Solid Waste Management. The Town's solid waste is disposed of at the South Dade Landfill, which is located south of the Town Limits, or is processed through the Resources Recovery facility. As noted in the Infrastructure Element support component, the County's collection and disposal capacity will be sufficient to meet the Town's Level of Service Standard through 2015. The County has programmed \$75.83 million in capital solid waste disposal projects to address existing and projected demand, and to further expand capacity. The Town therefore does not anticipate any problems in meeting its solid waste Level of

Service standard through the planning period and beyond. The Town has not programmed any capital improvement projects related to solid waste facilities.

Transportation

Level of Service Standard – The Town's adopted Level of Service standard for roadways is as follows:

- LOS D for principal arterial, collector, and local roads without available transit;
- LOS E for minor arterials without local transit;
- LOS E for roads within ½ mile of transit service with 20 minute headway;
- 120 % of capacity where extraordinary transit service (commuter rail or bus service) is available;
- LOS D for limited and controlled access Florida Interstate Highway System roads;
- LOS E on limited access facilities where exclusive through lanes exist;
- LOS E on controlled access facilities with exclusive through lanes or that are parallel to exclusive transit.

The Town's existing and programmed transportation system, including existing and projected Levels of Service and programmed improvements, is described in the adopted and support components of the Transportation Element. Due to the fact that the Town is substantially built out, there is little opportunity for the construction of new roadways or expansion of existing roadways except local roads in developing areas. Transit and non-motorized transportation options need to be maximized in order to reduce congestion of the roadway system, particularly given the challenges presented by continued population growth. The Growth Management Plan's emphasis on mixed-use and transit-oriented development patterns, as envisioned by the Future Land Use Map and districts, is intended to reflect this focus and promote viable multi-modal transportation options.

The Capital Improvement Schedule includes funding from other agencies for numerous local transportation projects such as improvements to various intersections and new traffic circles on Old Cutler Road. Additionally, there is funding programmed for regional projects such as two new park-and-ride facilities along the busway (at SW 112 Avenue and at SW 200th Street), the South Dade Greenway bike path, pedestrian underpasses, and additional lanes to the Homestead Extension to the Florida Turnpike (HEFT).

While the Town's capital improvements budget includes projects that are funded by other agencies, including Federal stimulus grants. The Town has recently completed it's first Transportation Master Plan in order to provide a detailed analysis of the current traffic conditions and specific projects to address the failing roadways. Projects from the Transportation Master Plan are included in this update of the Capital Improvement Element. The projects include upgrades to various roadways, adding lanes and funding to start a Town operated trolley. The following transportation capacity analysis describes other potential improvements that are recommended for the Town to reach and maintain adopted LOS standards.

Transportation Capacity Analysis

Roadway	Limits	Facility Type	LOS Standard			Potential Improvement	Comments
			2007	2015	2030		
SW 184 St	Franjo Rd to SW 92 Ave	2L	D	D	E	Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.	Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. This is a County facility.
	SW 92 Ave to SW 87 Ave	2L	D	D	E		
Caribbean Blvd	SW 117 Ave to SW 110 Ave	2LD	F	F	F	Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.	Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. This is a County Facility.
	SW 110 Ave to US-1	4LD	F	F	F		
	US-1 to Fla TKP	4LD	< C	D	F		
	Fla TKP to SW 97 Ave	2L	F	F	F		
	SW 97 Ave to Marlin Rd	2L	D	D	E	- Further analyses to determine feasibility of intersection operational and safety improvements. - Perform studies to determine feasibility of Enhancement / Beautification project recommendations.	
SW 211 St	SW 112 Ave to SR 821	6LD	D	D	F	Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.	Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. This is a County facility.
SW 216 St	SR 821 to Old Cutler Rd	4LD	D	D	F	Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.	Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. This is a County facility.
	Old Cutler Rd to SW 87 Ave	4LD	D	D	F		
Old Cutler Rd	SW 216 St to SW 97 Ave	2L	F	F	F	Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.	Designated as a Historical roadway which prohibits roadway widening. This is a County facility.
	SW 97 Ave to Marlin Rd.	2L	F	F	F		
	Marlin Rd to SW 87 Ave	2L	F	F	F	Traffic Operations and Safety including traffic signal phasing / timing, intersection improvements and transit improvements.	

	SW 87 Ave to SW 184 St	2L	F	F	F	- Two-Lane Roundabout at SW 87 Ave. - Replace and install pavement markings and traffic signs as appropriate.	
	SW 184 St to SW 77 Ave	2L	F	F	F	Replace and install pavement markings and traffic signs as appropriate and traffic operations improvements.	
SW 97 Ave	Franjo Rd to SW 184 St	2L	F	F	F	Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements.	Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. This is a County facility.
	SW 184 St to SW 174 St	2L	E	F	F		
Marlin Rd	Old Cutler Rd. to Caribbean Blvd	2L	D	E	E	- Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements. - Perform studies to determine feasibility of Enhancement / Beautification project recommendations. - Transit improvements.	Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. This is a County facility.
	Caribbean Blvd to SW 97 Ave	2L	F	F	F		
	US-1 to SW 107 Ave	4LD	F	F	F		
Franjo Rd.	Old Cutler Rd. to Caribbean Blvd	2L	E	F	F	- Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements. - Perform studies to determine feasibility of Enhancement / Beautification project recommendations. - Transit improvements.	Widening of roadway is not recommended and will create significant negative impact to the residential community. Improvement will concentrate on Traffic Operations and transit improvements as part of Transportation Master plan. This is a County facility.
	Caribbean Blvd to SW 97 Ave	2L	F	F	F		
SW 87 Ave	SW 216 St to Old Cutler Rd.	2L	D	E	D	Work with the MPO to pursue the following: - Traffic Operations and Safety including traffic signal phasing / timing and intersection improvements. - Perform studies to determine feasibility of Enhancement / Beautification project recommendations.	This is a County facility.
	Old Cutler Rd to Caribbean Blvd	2L	D	F	D		
	Caribbean Blvd to SW 184 St	2L	E	F	D		
	SW 184 St to SW 174 St	2LD	F	F	E		
US-1	Caribbean Blvd to Marlin Rd.	6LD	E	E	E	Work with the MPO and FDOT to develop incentives to increase usage of the Bus-Lane and consideration of other multimodal projects including providing park-n-ride lots, among others. In the interim, request FDOT to conduct the necessary studies to determine potential traffic operations improvements.	This is a State facility.
	Marlin Rd to SW 184 St	6LD	D	E	E		

Recreation and Open Space

LOS Standard – 1.2 acres of active public parks, 0.9 acres of private open space, 0.9 acres of conservation open space per 1,000 residents.

Parks provide numerous social, recreational, educational, environmental, and health benefits, and are an important component of quality of life. The Town of Cutler Bay is committed to providing recreation and open space to current and future residents through the development, operation and maintenance of its park system, and coordination with other agencies.

The Town currently owns and operates a total of 33 acres of parkland in one community park, two neighborhood parks, two single-purpose parks and two mini-parks. The locations and a more detailed description of these parks are included in the support component of the Recreation and Open Space Element and Exhibit ROS-1. Moreover, Lakes-by-the-Bay Park, a 92-acre park that will be located in the Town's boundaries, is programmed to open during the planning period.

Based on 2009 population of approximately 41,000, the Town requires 49 acres of active public parks to meet its Level of Service Standard. The Town therefore has an opportunity to provide 16 more acres of active public parks. Based on the projected 2020 population of 60,000, the Town will require 72 acres of parks.

As noted in the Recreation and Open Space Element support component, there is currently an inventory of 390 acres of private recreation and open space that is considered in measuring the Level-of-Service Standard for private recreation and open space. Based on its 2009 population, the Town requires 37 acres to meet the Level of Service Standard for private recreation and open space. The Town therefore has a surplus of 353 acres of private recreation and open space. Finally, as noted in the Recreation and Open Space Element support component, there is currently an inventory of 1,663 acres of conservation open space that is considered in measuring the Level of Service Standard for conservation open space. Based on its 2009 population, the Town requires 37 acres to meet the Level of Service Standard for conservation open space. The Town therefore has a surplus of 1,626 acres of conservation open space. The Town will require 54 acres of private recreation and open space and conservation lands to meet its Level of Service Standard in 2020. Therefore, the Town does not anticipate any problem in meeting this Standard during the current planning period.

To further the Town's goal of providing quality active public parks at a ratio of 1.2 acres per 1,000 residents, the Town has programmed numerous projects in the current fiscal year's budget. These projects include improvements to existing parks such as upgrading ball fields, installing new landscaping, installing ADA compliant facilities and improvements to the community pool. The Town has also budgeted money for land acquisition to purchase additional park land. Additionally, the Town is expected to take over approximately 33 acres of the Lakes by the Bay Park from the County within this fiscal year. Once this transition is completed, the Town will no longer be deficient in active public park LOS.

Public Schools

Level of Service Standard – Beginning January 1, 2008, 100 % utilization of Florida Inventory of School Houses (FISH) capacity with relocatable classrooms. Public schools that achieve 100 % of FISH capacity without relocatable classrooms should no longer utilize relocatable classrooms except as an operational solution.

Cutler Bay Growth Management Plan includes an Educational Facilities Element, including a Level of Service Standard, to address school planning requirements. As demonstrated in the support component of the Educational Facilities Element, the Town anticipates that it will meet its Level of Service Standard for public schools through the planning period. The Town has not programmed any capital improvement projects related to public school facilities since none have been programmed in the Miami-Dade County Public Schools Facilities Work Program, dated September 2009.

Sources of Revenue and Forecast of Expenditures

The Capital Improvement Budget represents the expenditures that the Town will incur in the current fiscal year. Projects may be one year or more likely are multi-year projects that are part of the multi-year Capital Improvement Plan. The Town's Capital Improvement Plan serves the dual role of a planning document for future year expenditures and a component of the Growth Management Plan.

The Town receives revenue to fund the Capital Improvement Budget from numerous sources. In addition to funding from other agencies, the Town receives funding for Capital Projects through grants, impact fees, the Town's general fund and utility fees.

The FY 09/10 proposed budget includes a transfer from the General Fund of \$387,100 as well as a transfer from the Special Revenue Fund of \$292,500 of park impact fees, and \$683,000 of unexpended local option gas taxes to the Capital Projects Fund to fund current and future capital projects.

The Capital Improvement projects funded through the Town's Capital Improvement Budget include three categories, 1) Park Improvements; 2) Storm Water Improvements; 3) Transportation/Roadway Improvements; and 4) Contingency Reserves

Park Improvements

Sources of funding for park improvements include Quality Neighborhood Improvement Program, Safe Neighborhood Parks Program, State Grants, Town General Fund and Park Impact Fees.

Stormwater Projects

The source of funding for the stormwater and improvement projects include the Stormwater Utility Fund and grants from the Florida Department of Environmental Protection and the South Florida Water Management District, as well as grant matches from the Town's General Fund.

Transportation/Roadway Improvements

Various projects are accounted for using Special Revenue Funds. These projects are funded from revenues that require specific uses. The Town has budgeted several revenue sources under this category in FY 2009-10 and has recently been awarded several grants that are accounted for in these type funds. Special Revenue Funds are established in this fiscal year budget for transportation/roadway improvements and stormwater management improvements, both are funded in substantial part by grants. The FY 2009-10 budget reflects \$1.36 million of transportation and transit projects being funded by the Federal Stimulus legislation with a modest contribution by the Town (\$59,000). The budget also reflects \$450,000 related to start-up and engineering/planning costs for work along Old Cutler Road, primarily being funded by Miami-Dade County. The Town has also applied for a Federal Appropriation to fund "green" traffic circles in the Town. The total cost of this project would be \$3 million, of which the Town would fund \$600,000.

The Town has also applied for a Federal Grant (\$401,000) to fund bicycle/pedestrian projects which would require a Town matching contribution of \$271,000. The Town will undertake a roadway median improvement project on SW 208th Street funded by the Local Option Gas Taxes of \$683,000.

Contingency Reserves

The Town has set aside reserves from the general fund to finance future projects in the event that State grants or other funds are not sufficient for the various projects.

The following table illustrates the forecasted revenues through FY 13/14. The forecast is based on the expectation that tax revenue and impact fees will remain relatively flat for the near term due to the general downturn in the economy which has affected local property values and is slowing the pace of new development. The projections have stayed relatively consistent with the exception of the revenue related to park improvements. While the Town intends to apply for State grant funds to supplement impact fee revenues, the future projections do not include grant funding sources. The Town anticipates revenue from the County to fund improvements at Lakes by the Bay Park in FY 11/12. Table CI-3 of the Capital Improvement Element is updated as part of this analysis and illustrates the Town's forecasted expenditures through FY 13/14.

**Summary of Revenues
FY 09/10 through FY 13/14**

	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14
Park Improvements	\$2,076,200	\$0	\$1,000,000	\$0	
Transportation/Roadway Improvements	\$6,222,789				
Stormwater Projects	\$886,000				

Detailed Revenue Source

Park Improvements	
Transfer from General Fund	\$387,100
Transfer from Special Revenue	\$292,500
Florida Recreation Development Assistance Program	\$271,100
State 1839A	\$400,000
Safe Neighborhood Parks Bond Program	\$578,500
Carryover	\$147,000
Total	2,076,200

Detailed Revenue Source

Transportation/Roadway Projects	
Transfer from General Fund (grant match)	\$929,793
Federal Stimulus (Transportation)	\$941,285
Federal Stimulus (Transit)	\$418,028
County Funding	\$450,000
Federal Grant	\$2,800,683
Local Option Gas Taxes	\$683,000
Total	\$6,222,789

Detailed Revenue Source

Stormwater Projects	
Florida Department of Environmental Protection	\$218,000
Town Match Grant	\$458,000
South Florida Water Management District	\$210,000
Total	\$886,000

Capital Improvement Schedule

The following tables include the current Capital Improvement Schedule (Tables CI-3, CI-4, and CI-5) with strikethrough formatting and the updated tables with underline to indicate that these tables are being replaced with updated information.

Dept.	Project Name	Description	Funding Source	Previous Years Funding	Fiscal Year					Total
					08/09	09/10	10/11	11/12	12/13	
Cutler Bay Parks and Recreation Department	Cutler Ridge Canvas Canopy ²	Shading for playground equipment	SN, QNIP	\$40						\$40
	School Property ²	New Grass	SN, QNIP	\$60	\$15					\$75
	School Property ²	Field Lighting	SN, QNIP	\$150						\$150
	School Property ²	New Parking Lot	SN, QNIP		\$188					\$188
	Cutler Ridge Park Pavilion ²	New Picnic Pavilion	SN, QNIP	\$35						\$35
	Cutler Ridge Park Vita Course ²	Vita course around perimeter of park & school field	SN, QNIP		\$40					\$40
	Cutler Ridge Park Landscaping ²	Planting of trees	SN, QNIP		\$30					\$30
	Cutler Ridge Park Swimming Pool ²	Improvements	SN, QNIP	\$100	\$330					\$430
	Gateway Park ^{2(R)}	Property acquisition	Park Impact Fees, SN, FRDAP	\$793	\$424					\$1,217
	Bel-Aire Park ²	Re-sod, lighting, shade trees & landscape	Park Impact Fees		\$269					\$269
	Saga Lake Park ²	New baseball & soccer fields, walkways, shade trees & landscape	Park Impact Fees		\$148					\$148
	Saga Bay Park ²	New lighted tennis courts, new playground equipment, ADA improvements, Parking lot, restrooms & vita course	FRDAP		\$470					\$470
Franjo Park ²	Shade structures over bleachers	SN, QNIP		\$20					\$20	
Lakes by the Bay Park ^{2(R)}	Park Master Plan Improvements	Park Impact Fees, GF					\$1,000		\$1,000	

Table CI-3
Cutler Bay Departments
Capital Improvement Plan (Committed and Planned Sources)
FY 09/10 through 13/14

Dept.	Project Name	Description	Funding Source	Previous Years Funding	Fiscal Year					Total
					09/10	10/11	11/12	12/13	13/14	
Parks and Recreation Department	Cutler Ridge Park and Pool ²	Parking lot Improvements, new athletic field, pool improvements	SN, QNIP	\$330	\$172					\$172
	Park Property Acquisition ^{1(R)}	Appraisals, legal fees, land acquisition	State 1839A	\$424	\$200					\$200
	Bel Aire Park ²	Re-sod & relighting or sports field, irrigation, bleachers, fencing	SN, Park Impact Fees	\$269	\$359					\$359
	Saga Lake Park ²	New baseball & soccer fields, walkways, shade trees & landscape, pavilion, vita course	Park Impact Fees, SN	\$148	\$226					\$226
	Saga Bay Park ²	New lighted tennis courts, new playground equipment, ADA improvements, Parking lot, restrooms & vita course	FRDAP State 1839A, General Fund	\$470	\$387					\$387
	Lakes by the Bay Park ^{1(R)}	Park Master Plan Improvements	Park Impact Fees, GF				\$1,000			\$1,000

Note: Amount in Thousands

SN: Safe Neighborhood Parks Bond Program

QNIP: Quality Neighborhood Improvements Program

FRDAP: Florida Recreation Development Assistance Program

^{1(R)}: Project will contribute to achieving the LOS standard for Recreation and Open Space

²: Project will otherwise further the achievement of the Growth Management Plan and its goals, objectives and policies

Table CI-3
Cutler Bay Departments
Capital Improvement Plan (Committed and Planned Sources)
FY 08/09 through 12/13

Dept.	Project Name	Description	Funding Source	Previous Years Funding	Fiscal Years					Total
					08/09	09/10	10/11	11/12	12/13	
Public Works Department	Cutler Ridge Elementary ^{1(D)}	Improvements to Storm Drainage System	FDEP		\$140					\$140
	Saga Bay Neighborhood ^{1(D)}	Improvements to Storm Drainage System	FDEP			\$500				\$500
	Town-wide Sidewalk Improvements ²	Sidewalk Replacement and Install ADA Ramps	Second local option gas tax		\$400					\$400

Table CI-3 (Cont.)
Cutler Bay Departments
Capital Improvement Plan (Committed and Planned Sources)
FY 09/10 through 13/14

Dept.	Project Name	Description	Funding Source	Previous Years Funding	Fiscal Years					
					09/10	10/11	11/12	12/13	13/14	Total
Public Works Department	208 th Street Improvements	Median improvements & traffic calming	Local option gas tax		\$683					\$683
	FHWA Road Resurfacing Project	Transportation Improvement	Federal Stimulus (ARRA)		\$941					\$941
	Purchase of Circulator Bus/Trolley ^{1(D)}	Transit Improvements	Federal Stimulus (ARRA)		\$418					\$418
	Old Cutler Roadway Improvement Project (JPA) ^{1(D)}	Traffic Circles (SW 87 Ave & SW 97 Ave), drainage improvements, bike path improvements, lighting installation, sidewalk installation, and roadway resurfacing.	Miami-Dade County PTP funds		\$450	\$4,200	\$2,874			\$7,524
	Caribbean Blvd Roadway Improvement Project (JPA) ^{1(D)}	Drainage Improvements, lighting installation, and roadway resurfacing	Miami-Dade County PTP funds		\$2,696	\$7,536				\$10,232
	Cutler Ridge Elementary ^{1(D)}	Improvements to Storm Drainage System	FDEP & Town Stormwater Utility Fund	\$140						
	Saga Bay Neighborhood ^{1(D)}	Improvements to Storm Drainage System	FDEP & Town Stormwater Utility Fund		\$500					\$500
	Bel-Aire Neighborhood ^{1(D)}	Improvements to Storm Drainage System	SFWMD & Town Stormwater Utility Fund		\$386					\$386
	Town-wide Sidewalk Improvements ²	Sidewalk Replacement and Install ADA Ramps	Second local option gas tax	\$400						

Note: Amount in Thousands

FDEP: Florida Department of Environmental Protection

SFWMD: South Florida Water Management District

^{1(D)}: Project will contribute to achieving the LOS standard for Stormwater Drainage

^{1(D)}: Project will contribute to achieving the LOS standard for Transportation

²: Project will otherwise further the achievement of the Growth Management Plan and its goals, objectives and policies

Table CI-4
Miami-Dade County Public Works

Project No.	Project Name	Site	Estimated Cost	Paid to Date
2E+07	PTP Traffic Signals ⁺⁽⁷⁾	SW 87 th Avenue and SW 212 th Street	\$87,160.63	\$74,219.5
2E+07	Drainage(Countywide) ⁺⁽⁹⁾	SW 97 th Avenue and SW 210 th Street	\$42,994.48	\$38,258.68
2E+07	Traffic Signal Detection Loop Replacement No. 1 ²	Galloway Road (SW 87 th Avenue) and SW 216 th Street	\$27,991.58	\$13,995.79
2E+07	CTI Construction Testing and	SW 216 th Street	\$4,400.00	\$2,200.00

	Inspection, Inc. ²	between Old Cutler Road and SW 99 th Court		
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^{1(T)}: Project will contribute to achieving the LOS standard for Transportation

^{1(P)}: Project will contribute to achieving the LOS standard for Stormwater Drainage

²: Project will otherwise further the achievement of the Growth Management Plan and its goals, objectives and policies

**Table CI-5
Other Agencies
Capital Improvement Plan (Committed and Planned Sources)
FY 08/09 through 12/13**

Agency	Proj. No.	Project Name	Description	Funding Source	Activity / Phase	Previous Years Funding	Fiscal Year					Total
							08/09	09/10	10/11	11/12	12/13	
MDTA	0000007	Busway Park & Ride ^{1(T)}	SW 200 th St-350 spaces	DS/ LF			\$335/ \$335					\$670
PTP	000442	Caribbean from Coral Sea to SW 87 Ave ^{1(T)}	Roadway capacity improvements	PTP	PE, CST			\$3,000	\$13,000	\$1,050		\$17,050
	0000441	Old Cutler Road from SW 97 Ave to SW 87 Ave ^{1(T)}	Curb & gutter, traffic circles	Comm. Dist. 8 Discretionary Funds	PE, CST		\$450	\$2,000	\$7,000			\$9,040
FDOT	4060961	HEFT ^{1(T)}	Add lanes & reconstruct between SW 216 St to Eureka Dr	PE	PE, Const		\$541	\$268,500				\$269,041
	4146211	SW 112th Ave ²	Resurfacing from SW 224 St to US 1	DS, DIH			\$116					\$116
	4251401	US 1 at Caribbean Blvd ^{1(T)}	Intersection Improvements	DS	PE			\$18				\$18
	4147541	US 1 ²	Surveillance System from SW 17 to SW 112 Ave	DS		\$140						\$140
MPO	2512651	South Dade Greenway Bike Path ^{1(T)}	Black Creek Canal	SE	PE, Const		\$510	\$1,880		\$1,745		\$4,135
	4183331	Black Creek & Biscayne Trail Bridges ^{1(T)}	Pedestrian Underpass	SE				\$757				\$757
	4183371	Miami Dade Greenways ²	Signage/ Pavement Markings	SE		\$50						\$50
Miami-Dade County Parks & Recreation Dept	63	Lakes by the Bay Park ^{1(R)}	New Park (92 acres of active park)	BBCBP	Planning	\$360	\$160	\$730	\$2,250	\$3,500		\$7,000

**Table CI-4
Other Agencies
Capital Improvement Plan (Committed and Planned Sources)
FY 09/10 through 13/14**

Agency	Proj. No.	Project Name	Description	Funding Source	Activity/ Phase	Previous Years Funding	Fiscal Year					Total
							09/10	10/11	11/12	12/13	13/14	
PTP	000442	Caribbean from Coral Sea to SW 87 Ave ^{1(T)}	Widen Roadway, 2 to 3 lanes	PTP	PE, CST		1,000	5,000	5,190			11,190
		Old Cutler Road ^{1(T)}	Bike Path Construction								30	30
		Caribbean Blvd @ C-1N Canal ^{1(D)}	Drainage Improvements	SU		200	180	1,030				1,338
FDOT	4060961	HEFT ^{1(T)}	Add lanes & reconstruct between SW 216 St to Eureka Dr	PE	PE, Const		268,500					269,041
	4251401	US-1 at Caribbean Blvd ^{1(T)}	Intersection Improvements	DS	PE		18					18
MPO	2512651	South Dade Greenway Bike Path ^{1(T)}	Black Creek Canal	SE	PE, Const	510	120	780				900

	4183331	Black Creek & Biscayne Trail Bridges ^{1(T)}	Pedestrian Underpass	SE			450					450
Miami-Dade County Parks & Recreation Dept	63	Lakes by the Bay Park ^{1(R)}	New Park (92 acres of active park)	BBCBP	Planning	160		1,250	2,250		10	3,510
MD County WASD		Alexander Orr Water Treatment Plant ^{1(W)}	Expansion			4,430	10,250	22,290	33,160	5,610	1,200	72,510
MD County Waste Management		South Dade Landfill ^{1(SW)}	Cell 5 Construction			1,110	570	3,750	7,490			11,810
		South Dade Landfill ^{1(SW)}	Cell 3 Closure			11,680	1,860	190				2,050
		South Dade Landfill ²	Ground Water Remediation			490	150	50	30	20	10	260

Note: Amount in Thousands

CM: Congestion Management

DS: State Primary Highways

LF: Local Funds

PE: Preliminary Engineering

CST: Construction

DIH: State In-House Project Support

SE: Surface Transportation Enhancements

PTPBP: People's Transportation Plan Bond Program

SN: Safe Neighborhood Parks Bond Program

QNIP: Quality Neighborhood Improvements Program

BBCBP: Building Better Communities Bond Program

SU: Stormwater Utility

^{1(T)}: Project will contribute to achieving the LOS standard for Transportation

^{1(R)}: Project will contribute to achieving the LOS standard for Recreation and Open Space

^{1(W)}: Project will contribute to achieving the LOS standard for Potable Water

^{1(D)}: Project will contribute to achieving the LOS standard for Stormwater Drainage

^{1(SW)}: Project will contribute to achieving the LOS standard for Solid Waste Management

²: Project will otherwise further the achievement of the Growth Management Plan and its goals, objectives and policies

Text Amendment

The following Educational Facilities policy EDU-2F is amended as follows:

EDU-2F: The Miami-Dade County Public School Facilities Work Program dated September ~~2007~~ 2009, will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

Educational Facilities



b) The development's impact is mitigated, proportionate to the demand for public schools it created, through a combination of one or more appropriate proportionate share mitigation options, as defined in Section 163.3180 (13)(e)1, Florida Statutes. The intent of these options is to provide for the mitigation of residential development impacts on public school facilities, guaranteed by a legal binding agreement, through mechanisms that include, one or more of the following: contribution of land; the construction, expansion, or payment for land acquisition or construction of a permanent public school facility; or, the creation of a mitigation bank based on the construction of a permanent public school facility in exchange for the right to sell capacity credits. The proportionate share mitigation agreement, is subject to approval by Miami-Dade County School Board and Miami-Dade County Board of County Commissioners and must be identified in the Miami-Dade County Public Schools Facilities Work Program.

c) The development's impacts are phased to occur when sufficient capacity will be available. If none of the above conditions is met, the development shall not be approved.

¹ Level of Service standards for public school facilities apply to those traditional educational facilities, owned and operated by Miami-Dade County Public Schools, that are required to serve the residential development within their established Concurrency Service Area. Level of Service standards do not apply to magnet schools, charter schools and other educational facilities that may have districtwide attendance boundaries; however, their capacity is credited against the impact of development. It is provided, however, that no credit against the impact of development shall be given for such districtwide educational facilities if their enrollment is at, or above, 100% FISH capacity (with Relocatable Classrooms).

² Relocatable classrooms may be used by the Miami-Dade County Public Schools as an operational solution to achieve the level of service standard during replacement, remodeling, renovation or expansion of a public school facility.

EDU-2D: Concurrency Service Areas (CSA) shall be delineated to: 1) maximize capacity utilization of the facility, 2) limit maximum travel times and reduce transportation costs, 3) acknowledge the effect of court-approved desegregation plans, 4) achieve socio-economic, racial, cultural and diversity objectives, and 5) achieve other relevant objectives as determined by the School Board's policy on maximization of capacity. Periodic adjustments to the boundary or area of a CSA may be made by the School Board to achieve the above stated factors. Other potential amendments or updates to the CSAs shall be considered annually at the Staff Working Group meeting to take place each year no later than April 30 or October 31, consistent with Section 9 of the Interlocal Agreement for Public School Facility Planning.

EDU-2E: The County through the implementation of the concurrency management system and Miami-Dade County Public School Facilities Work Program for educational facilities, shall ensure that existing deficiencies are addressed and the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards throughout the planning period in the 5-year schedule of capital improvements.

EDU-2F: The Miami-Dade County Public School Facilities Work Program dated September 2009, will be evaluated on an annual basis to ensure that the level of service standards will continue to be achieved and maintained throughout the planning period.

TAB 9

ORDINANCE NO. 09- _____

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING
SECTION 2 OF ORDINANCE 07-19 RELATING TO
COMMUNITY-WIDE GARAGE SALES; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Cutler Bay (the “Town”) Code of Ordinances (the “Town Code”) permits residents to have four garage sales per calendar year; and

WHEREAS, in order to provide financial relief to Town residents, the Town Council has determined that it would be appropriate to allow community-wide garage sale events in addition to the four garage sales currently permitted by Town Code; and

WHEREAS, the Town Council, in its capacity as the Local Planning Agency, has reviewed the proposed Ordinance and recommends approval; and

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

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

Section 1. Findings. The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment to Ordinance 07-19. The Town Council of the Town of Cutler Bay hereby amends Ordinance 07-19 of the Town Code of Ordinances as follows¹:

Section 2. Residential Garage Sales.

(A) Definition.

A “garage sale” shall mean the sale of personal property at the residential property on which the sale is occurring. The term includes lawn sale, yard sale, front yard sale, backyard sale, home sale, attic sale, rummage sale, patio sale, driveway sale, estate sale, or any similar designation.

(H) Community-wide Garage Sales

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.

The Town Council, by resolution, may establish two dates a year in which garage sales may be allowed community-wide. Sections (B) and (C) of Ordinance 07-19 shall not apply to community-wide garage sales.

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Inclusion in the Code. It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

PASSED on first reading this _____ day of _____, 2009.

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

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

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

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 10

ORDINANCE NO. 09- _____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING SECTION 2 OF ORDINANCE 06-06 OF THE TOWN CODE OF ORDINANCES RELATING TO ACCESSORY USES AND STRUCTURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) is home to several governmental facilities such as, the South Dade Government Center, Courthouse, Library, and Performing Arts Center; and

WHEREAS, after review of similar facilities in downtown Miami as well as other areas of the County, the Town Council finds that outdoor vending may be considered an accessory use that is incidental and customarily associated with such facilities; and

WHEREAS, as such, the Town Council desires to amend the Town Code of Ordinances to provide that outdoor vending is a permitted accessory use to the South Dade Government Center if such a use can not be seen from the public right of way; and

WHEREAS, the Town Council, in its capacity as the Local Planning Agency, has reviewed the proposed Ordinance and recommends approval; and

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

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

Section 1. Findings. The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment to Ordinance 06-06. The Town Council of the Town of Cutler Bay hereby amends Ordinance 06-06 of the Town Code of Ordinances as follows¹:

Section 2. Uses. The following uses are permitted within the UCD:

- A. Permitted Uses. Except as provided herein, all permitted, conditionally permitted, and temporary uses within the UCD shall comply with Section 33-284.83 of the County Code. In addition to all uses permitted in the Industrial District (ID) under Section 33-284.83 of the County Code, all uses permitted in the Mixed-Use Corridor (MC) shall be permitted within the Industrial District (ID).

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.

C. Accessory Uses and Structures on Governmental Facilities. Accessory uses or structures on governmental facilities may be determined by the Director to be incidental and customarily associated with the main permitted use on the property. An application for an accessory use or structure on governmental facilities may be submitted to the Director for review and approval. The applicant shall provide written authorization from the property owner that the proposed use or structure is permitted on the property. Outdoor vending carts or stands, which are not visible from the public right of way, that are selling foodstuffs shall be permitted as an accessory use to the South Dade Government Center during normal business hours. For purposes of this section, foodstuffs shall include, but are not limited to, hotdogs/sausages, yogurt/ice cream, sandwiches, soft drinks (non-alcoholic), and/or (e) other similar foodstuffs.

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Inclusion in the Code. It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

PASSED on first reading this _____ day of _____, 2009.

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

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

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

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

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

TAB 11

ORDINANCE NO. 09-_____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE NO. 08-18 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2008/2009 FISCAL YEAR BY REVISING THE 2008/2009 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Town of Cutler Bay ("Town") and upon the recommendations of the Town Manager (and the concurrence of the Finance Director as to Accounting Principles), it is deemed necessary to adjust, amend and implement the 2008/2009 Operating and Capital Budget as set forth in Exhibit "A" attached hereto and made a part hereof.

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

Section 1. Findings. The foregoing "Whereas" clause is hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment to the Budget. The Town Council hereby authorizes the amendment of Ordinance No. 2008-18, which Ordinance adopted a budget for the 2008/2009 fiscal year, by revising the 2008/2009 budget as set forth on the attached Exhibit "A."

Section 3. Authorization. The Town Manager is hereby authorized to do all things necessary to carry out the aims of this Ordinance.

Section 4. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading and shall be applicable retroactively from and after October 1, 2008.

PASSED on first reading this 21st day of October, 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 LEGALITY
FOR THE USE AND BENEFIT OF THE
TOWN OF CUTLER BAY ONLY:

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

Moved By:
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
2008/2009 Budget Amendment
General Fund

EXHIBIT A

Account #	Description	2008/2009 Adopted Budget	2008/2009 Budget Amendment	2008/2009 Revised Budget
001-514000-3100	Town Attorney - Professional Services	450,000	37,000	487,000
001-521000-3100	Law Enforcement - Professional Services	8,657,000	(37,000)	8,620,000

TAB 12

ORDINANCE NO. 09-_____

**AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CUTLER BAY, FLORIDA,
ESTABLISHING THE CANDIDATE QUALIFYING
PERIOD OF THE 2010 MUNICIPAL GENERAL
ELECTION; PROVIDING FOR SEVERABILITY;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Charter of the Town of Cutler Bay (the "Town"), Florida Statutes and federal law set forth the proper procedures and guidelines for the conduct of elections; and

WHEREAS, it is necessary to establish the qualifying period for the municipal general election to be held in the Town of Cutler Bay in 2010 for the purpose of electing qualified candidates to fill the vacancies of Mayor, Seats 1 and 3;

WHEREAS, in accordance with Section 2.4 of the Town Charter, the Town may modify any aspect of the qualifying period for an election by ordinance if such modification is necessary in order to accommodate a request by the Miami-Dade County Supervisor of Elections office, and

WHEREAS, the Miami-Dade County Supervisor of Elections office has requested that the Town modify its qualifying period for the 2010 election in order to help facilitate the efficient and orderly conduct of that election.

NOW THEREFORE, IT IS HEREBY ORDAINED BY 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. Qualifying Period. The candidate qualifying period will begin at 12:00 p.m. (Noon) on August 5, 2010 and end at 12:00 p.m. (Noon) on August 19, 2010.

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading this 21st day of October, 2009.

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

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

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

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 13



MEMORANDUM

To: Mayor and Town Council

From: Steven Alexander

Date: November 10, 2009

Re: **Temporary Outdoor Sales Amendment – REVISED for 2nd Reading**

The attached revised amendment to Chapter 33 of the Town Code of Ordinances, allows temporary outdoor sale of trees and fireworks associated with holidays in December, New Years Day, and Independence Day and temporary outdoor sale of pumpkins associated with Halloween. Presently these activities are not permitted. Adoption of the amendment allows temporary siting and sale of such products in non-residential zoning districts, a maximum of 30 days prior to the holiday. Due to the unique nature of Holliday tree sales, the 30 permitted days immediately prior to the holiday may in fact begin more than 30 days before the holiday as typically holiday tree sales are finished the week prior to the holiday. An adjustment in the language allows for the issuance of a permit to provide for this traditional sales behavior so as to enable the maximum level of opportunity to the permittee. The amendment incorporates limitations on hours of operation, types of display, signage, necessary permits, and when the use must be removed. The revised amendment also allows placement of a recreational vehicle on-site for the duration of the permit.

The permit will be issued by Town staff when in compliance with these requirements. An application will not be considered for property with pending code enforcement liens. Town staff believes that these regulations will provide the necessary safeguards to help mitigate the impacts of these uses on the community.

RECOMMENDATION

Approval of the amended version, which incorporates issues raised by the Council and the small business community.

ORDINANCE NO. 09- _____

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING SECTION 33-39.4 ENTITLED “TEMPORARY OUTDOOR SALES” OF THE TOWN CODE OF ORDINANCES TO PERMIT CERTAIN TEMPORARY OUTDOOR SALES WITHIN THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) staff finds it necessary regulate temporary outdoor sales within the Town in order to provide appropriate safeguards for the community; and

WHEREAS, the Town staff recommends approval of the proposed Ordinance in their staff report dated October 9, 2009; and

WHEREAS, the Town Council, in its capacity as the Local Planning Agency, has reviewed the proposed Ordinance and recommends approval; and

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

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

Section 1. Findings. The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment of Chapter 33. The Town Council of the Town of Cutler Bay hereby amends Chapter 33 “Zoning” of the Town Code of Ordinances as follows¹:

Section 33-39.4 Temporary Outdoor Sales

Temporary outdoor sale of trees and fireworks associated with holidays in December, New Years Day, ~~and~~ Independence Day, and pumpkins associated with Halloween, are permitted in non-residential zoning districts upon the issuance of a Temporary Use Permit. The Temporary Use Permit allows temporary siting and sale of such products for a maximum of ~~230~~ days. This Permit shall not be issued or be effective for more than 45 days prior to the actual holiday. The Temporary Use Permit shall expire and the use shall be removed by the 3rd day following the holiday. Trucks, trailers and flat beds are not permitted on the site except for short-term delivery of the products. A single recreational vehicle is permitted on-site for the duration of the use to monitor site activities and secure the property. In addition to the Director, the application shall

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.

be reviewed by the Building Department, County Department of Environmental Resources Management (DERM), and the Fire Department to determine if any additional permits or conditions of the Permit shall be required.

The Applicant shall provide written authorization from the property owner along with evidence of adequate on-site parking which safely manages the parking needs of the temporary use in association with existing site activities. Any and all activity shall operate only between the hours of 10 am and 10 pm and shall be of a non-permanent nature. The use is allowed one 24-square foot non-illuminated temporary sign.

No application will be considered for a property or Applicant that is the subject of a pending code enforcement action or lien.

Section 3. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Inclusion in the Code. It is the intention of the Town Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

PASSED on first reading this 21st day of October, 2009.

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

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

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

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

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