



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, January 20, 2010, 7:00 p.m.
South Dade Regional Library
10750 SW 211th Street,
Cutler Bay, Florida 33189

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

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

A. Florida Green Build Coalition Certification Presentation

3. APPROVAL OF MINUTES

- A. Regular Council Meeting – November 18, 2009
- B. Special Council Meeting – November 23, 2009
- C. Special Council Meeting – December 8, 2009

TAB 1

4. REPORTS

A. TOWN MANAGER'S REPORT

- 1. FGBC Certification Memo to the Town Council from the Town Manager

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, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH CORZO CASTELLA CARBALLO THOMPSON SALMAN P.A. TO PROVIDE DESIGN AND ENGINEERING SERVICES FOR THE OLD CUTLER ROADWAY IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE. TAB 2

- B. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA URGING THE SECRETARY OF THE ARMY TO GRANT A RE- TRIAL FOR LT. MICHAEL BEHENNA; TRANSMITTING THIS RESOLUTION TO CERTAIN PUBLIC OFFICIALS; AND PROVIDING AN EFFECTIVE DATE. **(MACDOUGALL)** TAB 3

- C. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN-BUILD SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH THE TOP RANKED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE. TAB 4

- D. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REPEALING RESOLUTION 07-41 RELATING TO THE CREATION OF THE CHARTER HIGH SCHOOL COMMITTEE; CREATING A NEW CHARTER SCHOOL COMMITTEE; APPOINTING A COUNCIL LIAISON AND PROVIDING FOR THE SELECTION OF COMMITTEE MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE. **(MACDOUGALL)** TAB 5

- E. A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING THE PROPOSED GREEN CORRIDOR LEGISLATION; TRANSMITTING THIS RESOLUTION TO CERTAIN PUBLIC OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE. **(VROOMAN)** TAB 6

- F. 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 CONTRACTING SERVICES FOR THE TOWN; APPROVING THE SELECTION OF TESCO PLUMBING TO PROVIDE ADDITIONAL CONTRACTING SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AMENDMENT TO THE EXISTING AGREEMENT WITH TESCO PLUMBING FOR THE ADDITIONAL WORK; AND PROVIDING AN EFFECTIVE DATE. TAB 7

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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

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

- A. AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AMENDING CHAPTER 30 "TRAFFIC AND MOTOR VEHICLES" TO PROVIDE COMPREHENSIVE REGULATIONS RELATING TO THE USE OF GOLF CARTS ON DESIGNATED STREETS WITHIN THE TOWN; AMENDING CHAPTER 8CC "CODE ENFORCEMENT" TO INCLUDE CIVIL PENALTIES RELATED TO GOLF CART USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. **(MEERBOTT)**

TAB 8

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

- 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 10

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. **Council Meeting**

Wednesday, February 17, 2009, at 7:00 p.m. at South Dade Regional Library, 10750 SW 211th ST

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, November 18, 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
Councilmember Ernest N. Sochin
Vice Mayor Edward P. MacDougall
Mayor Paul S. Vrooman

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

The mayor led the Pledge of Allegiance.

- 2. PROCLAMATIONS, AWARDS, PRESENTATIONS:**

A. The mayor presented Officer O'Riley with a proclamation and recognized him for his act of generosity towards a resident in need.

B. Luis Bielman of South Florida Water Management District presented the Town Council with a grant award check for \$210,000.

- 3. APPROVAL OF MINUTES:**

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

- 4. REPORTS**

A. TOWN MANAGER'S REPORT

The manager reported that the Town has received the proper permits for resurfacing of several roads, a project worth approximately \$900,000. He announced that the winners for RFQ 09-11 for the Design-Build Improvement Projects was KVC Contractors and second ranking firm was Biltmore

Construction. He stated that they will negotiate a contract very shortly. He was proud to announce that there was positive verbal feedback on the finalization of Lakes by the Bay Park. The next step is approval with the County's Park Committee and then the Board of County Commission. He expected that the committee approval would take place in early December.

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

C. BOARD AND COMMITTEE REPORTS, COUNCIL ANNOUNCEMENTS

Member Bell reported that the next Parks committee meeting would be November 30th at 7:00 p.m. at Cutler Ridge Park and another scheduled meeting on December 5th at 10:00 a.m. to tour the Town's parks.

Member Meerbott reported that the South Dade Coalition has made an impression with certain staff members of Miami-Dade County because more County staff are showing up to the Chamber South transportation committee meetings.

Vice Mayor MacDougall discussed the need of having a charter school in the Town. He mentioned that he would like to start a committee that will determine how and where would be the best place for a new charter school.

Mayor Vrooman discussed that the traditional unofficial Whispering Pines Halloween event is becoming an issue because of the amount of people it attracts. He reported that close to 2,000 people drive to the Whispering Pines area to bring their kids to trick-or-treat in the area. He mentioned he has spoken to many residents in the Whispering Pines area who have expressed unhappiness about the amount of people in their neighborhoods and that the event was causing major traffic problems. The mayor recommended that he and Mr. Sochin form a task force for the upcoming year to develop a sensible solution. In addition, the mayor thanked Alan Ricke, Parks Director, for his Halloween Haunted House event at Cutler Ridge Park.

5. CONSENT AGENDA:

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.

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.

- 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.

- 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.

Councilmember Meerbott pulled Item A, Vice Mayor MacDougall pulled Item C, and Mayor Vrooman added and pulled Item G from the Consent Agenda for discussion.

Vice Mayor MacDougall made a motion to approve the Consent Agenda as amended with Items A, C and G pulled for discussion. The motion was seconded by Councilmember Meerbott and Resolutions 09-80, 09-82 through 09-84 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:

- A.** 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.

Rafael Casals, Public Works Director, provided a brief explanation on the resolution. The town attorney stated that in Section 2 of the resolution that there is a Scrivener's error that should be corrected, he referred to the wrong firm name being printed.

Councilmember Meerbott made a motion to approve the resolution with the name correction in Section 2. The motion was seconded by Councilmember Bell and Resolutions 09-79 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following 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 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.

Vice Mayor MacDougall asked if the company had a Performance Bond for the contract. Mr. Casals addressed the Vice Mayor's question.

Councilmember Sochin made a motion to approve the resolution. The motion was seconded by Vice Mayor MacDougall and Resolutions 09-81 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following resolutions by title:

- 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)**

Mayor Vrooman provided a brief explanation on the Resolution. He expressed that this is optional to all the stores, it is not mandatory. He explained that it is a promise and a mutual agreement between the Town ensuring the arrest of the shoplifter and that a store will follow through with the prosecution of the shoplifter.

Councilmember Bell made a motion to approve the resolution. The motion was seconded by Councilmember Meerbott and Resolutions 09-85 was adopted by unanimous voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

6. QUASI-JUDICIAL HEARINGS (PUBLIC HEARING REQUIRED)

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

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

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

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

The town clerk read the following ordinance by title:

- 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)**

Councilmember Bell provided an explanation on the ordinance. She explained that it would be easier for citizens to sell their items and also providing for a cost savings for a resident who chooses to have a garage sale.

Councilmember Meerbott made a motion to approve the ordinance. The motion was seconded by Councilmember Sochin and the ordinance passed with a 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, 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, 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)**

Vice Mayor MacDougall provided an explanation on the ordinance. He provided background information and added that he wanted to help a business owner in need.

The mayor opened the public hearing. Ana Flores, 282 West 71 Place, addressed the Council.

Member Sochin requested that if the Council chooses to pass this Ordinance on first reading that it be heard at the Special Council Meeting on December 8th.

After some discussion, Councilmember Meerbott made a motion to approve the ordinance with second reading on December 8th at the Special Meeting. The motion was seconded by Councilmember Sochin and the ordinance passed with a 4-1 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall voting Yes; Mayor Vrooman voting No.

The Town Council requested that the venue be changed from Town Hall to the South Dade Regional Library in anticipation of a crowd for the public hearing of this item.

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

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

The town clerk read the following ordinance by title:

- 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.

The town clerk 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 Councilmember Sochin and the ordinance passed with a 5-0 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, 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, 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.

David Hennis, Community Development Director, provided an explanation on the ordinance.

The mayor opened the public hearing. Barbara Wilson, 8401 Southwest 124 Street, addressed the Council.

Councilmember Sochin made a motion to approve the ordinance. The motion was seconded by Councilmember Meerbott and the ordinance passed with a 5-0 roll call vote. The vote was as

follows: Councilmembers Bell, Meerbott, Sochin, 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: David Siegel, Southland Mall 20505 South Dixie Highway, Tom Condon, 19641 Holiday Road, Brian Trainor, 21311 Southwest 94 Avenue, Steve Zarzecki, 9640 Martinique Drive.

11. MAYOR AND COUNCIL COMMENTS:

Councilmember Meerbott mentioned that the Cutler Bay Boat Parade will take place on December 12th. He asked the Town Staff to try to coordinate with the parade organizers so that this event will be a safe and enjoyable one for everyone.

Councilmember Bell spoke of a memo she passed out earlier to Council which was to remind the Council about the principles of being an elected board and how important it is to be unified as a board regardless of opinions on certain issues.

Councilmember Sochin thanked all the members of the public and staff and wished everyone a happy and safe holiday.

Vice Mayor MacDougall addressed the hot dog vendor issue with staff. He said that there were certain things that were not discussed with him previously on this issue and that he was just informed of other routes that could have been taken just this evening. He also discussed the recent newspaper column on a code issue and mentioned there were many questions as far as the cost to the Town on proceeding with the case.

Mayor Vrooman addressed the recent newspaper column and requested the Council to direct staff to draft a response to the column with actual facts. The entire Council were all in favor of such direction. The mayor also discussed his recent visit to Berkley, California and meeting with the mayor of Berkley. He mentioned that the City of Berkley has implemented a program where the city will go into a residential home and install solar panels at no cost to the resident. He stated that in order to pay for such a program, the City was able to pass a special taxing district where people may voluntarily opt-in to the program. The program essentially eliminated the need for electricity which meant that the resident ended up not paying an electric bill or a very low bill. The mayor requested support from the Council directing staff to draft legislation in support of green corridor with sister cities, Palmetto Bay, Pinecrest and South Miami. All Councilmembers were in favor of the request.

12. OTHER BUSINESS:

13. ADJOURNMENT

The next council meeting will be held on January 20, 2010 at South Dade Regional Library.

The meeting was officially adjourned at 9:20 P.M.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 20th day of January, 2010.*

Paul S. Vrooman, Mayor

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

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

Monday, November 23, 2009, 5:00 p.m.
Town Hall Conference Room
10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189

1. CALL TO ORDER/ROLL CALL OF MEMBERS: The meeting was called to order by the mayor at 5:00 p.m. Present were the following:

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

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

Councilmember Timothy J. Meerbott was absent.

2. ACTION ITEM

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY RELATING TO THE TRANSFER OF THE LAKES BY THE BAY PARK PROPERTY AND ASSOCIATED FUNDING TO THE TOWN OF CUTLER BAY; AUTHORIZING THE MAYOR TO EXECUTE THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Bell made a motion to approve the resolution. The motion was seconded by Councilmember Sochin and Resolution 09-86 was approved by 4-0 voice vote. The vote was as follows: Councilmembers Bell, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

3. ADJOURNMENT

The meeting was officially adjourned at 5:29 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 20th day of January, 2009.*

Paul S. Vrooman, Mayor

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

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

Tuesday, December 8, 2009, 4:00 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 4:15 p.m. Present were the following:

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

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

The mayor led the pledge of allegiance.

2. ACTION ITEM

The town clerk read the following Resolution by title:

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

Rafael Casals, Public Works Director, made a brief presentation to the Council on the Resolution. He explained the process of the project.

Vice Mayor MacDougall made a motion to approve the Resolution. The motion was seconded by Councilmember Bell and Resolution 09-87 was approved by unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

The town clerk read the following Ordinance by title:

- C. 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)
(This Item is Second Reading Requires Public Hearing)**

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

Councilmember Sochin made a motion to approve the Ordinance. The motion was seconded by Councilmember Meerbott and Ordinance 09-20 was approved by 4-1 roll call vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall voting Yes; and Mayor Vrooman voting No.

The town clerk read the following Resolution by title:

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF SOLE SOURCE AVAILABILITY FOR THE SELECTION OF A REPRESENTATIVE TO PROVIDE UNIQUE AND SPECIALIZED CONSULTING SERVICES; APPROVING THE SELECTION OF WREN GROUP TO PROVIDE THOSE SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH WREN GROUP TO PROVIDE THOSE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Meerbott made a motion to approve the Resolution. The motion was seconded by Councilmember Bell and Resolution 09-88 was approved by unanimous 5-0 voice vote. The vote was as follows: Councilmembers Bell, Meerbott, Sochin, Vice Mayor MacDougall and Mayor Vrooman voting Yes.

3. ADJOURNMENT

The meeting was officially adjourned at 8:20 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, CMC
Town Clerk*

*Adopted by the Town Council on
this 15th day of April, 2009.*

Paul S. Vrooman, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL

NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TAB 2



Office of the Town Manager

Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: January 20, 2010

Re: **DESIGN AND ENGINEERING SERVICES – OLD CUTLER ROADWAY IMPROVEMENTS**

REQUEST

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

BACKGROUND AND ANALYSIS

At the December 9, 2010 Town Council meeting, Resolution # 09-87 was adopted approving the selection of Corzo, Castella, Carballo, Thompson, and Salman P.A. (C3TS) for Design and Engineering Services associated with the Town's Joint Project Agreement (JPA) with Miami-Dade County to facilitate the construction of roadway improvements on Old Cutler Road (between SW 97th AVE and SW 87th Ave).

In addition to meeting all of the requirements stated in the Town's RFQ #09-12, C3TS will be subject to the compliance review Process which will be conducted by Miami-Dade County Small Business Development Department, throughout the project. The purpose of the compliance review is to verify that each proposer meet the County's 30% sub-consultant goal, established for this project.

Town staff has completed the negotiations for the Professional Services Agreement: Design and Engineering Services – Old Cutler Roadway Improvements in the amount of \$ 475,500. The proposed fees are within the allotted construction budget, as stated in the executed Joint Project Agreement with Miami-Dade County.

RECOMMENDATION

Town staff recommends that the Council approve the attached Professional Services Agreement with Corzo, Castella, Carballo, Thompson, and Salman P.A. (C3TS) to provide Design and Engineering services for the Old Cutler roadway improvements, provided that Town Attorney determines that the terms of the Agreement are legally sufficient.

RESOLUTION NO. 10-__

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

WHEREAS, on March 19, 2008 the Town Council of the Town of Cutler Bay (the "Town") approved Resolution 08-17 which authorized a joint Project Agreement with Miami-Dade County (the "County") to plan, design, and construct roadway improvements for Old Cutler Road; and

WHEREAS, on October 6, 2009, the Town of Cutler Bay issued a Request for Qualifications (the "RFQ") 09-12 for Design and Engineering Services for the Old Cutler Roadway Improvements; and

WHEREAS, at the conclusion of the RFQ process the Town selected the highest-ranked firm, Corzo Castella Carballo Thompson Salmon P.A.. ("C3TS"), to provide design and engineering services for the Old Cutler roadway improvements; and

WHEREAS, on December 8, 2009 the Town Council passed Resolution 09-87 which authorized the Town Manger to negotiate a contract with C3TS to provide design and engineering services for the Old Cutler roadway improvements;

WHEREAS, the Town staff recommends that the Town adopt the agreement with C3TS to provide design and engineering services for the Old Cutler roadway improvements (the "Agreement") attached hereto as Exhibit "A", provided that Town Attorney determines that the terms of the Agreement are legally sufficient; and

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

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

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

Section 2. Authorization. The Town Council authorizes the Town Manager to enter into an agreement to provide design and engineering services for the Old Cutler roadway improvements (the "Agreement") with Corzo Castella Carballo Thompson

Salmon P.A.. (“C3TS”) in substantially the form attached hereto as Exhibit “A”, provided that Town Attorney determines that the terms of the Amendment are legally sufficient.

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

PASSED and ADOPTED this _____ day of _____, 2010.

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 _____



PROFESSIONAL SERVICES CONTRACT

DESIGN AND ENGINEERING SERVICES (OLD CUTLER ROADWAY IMPROVEMENTS – RFQ # 09-12)

THIS AGREEMENT, made and entered into this _____ day of _____, 2010 between the Town of Cutler Bay, hereinafter referred to as “the Town,” and, Corzo, Castella, Carballo, Thompson, Salman, P.A. (C3TS) hereinafter referred to as Consultant;

RECITALS:

Whereas, this shall constitute a continuing contract pursuant to Section 287.055, F.S.

Now therefore, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

1. The specific nature of the services to be provided by Consultant are outlined in Exhibit “A” attached hereto and incorporated herein, and are further outlined in the text of Town's RFQ # 09-12.
2. For services performed in accordance with the provisions of paragraph one above and Section II below, the Town shall pay Consultant in accordance with the terms and conditions more fully set out in Sections V and VI.

SECTION I — TOWN OBLIGATIONS

The Town agrees that the Town Manager or his authorized designee shall furnish to the Consultant any plans and other data readily available in the Town files pertaining to the work to be performed under this Agreement. Information shown on such plans or data shall be that which has been made available to the Town, and shall be provided to the Consultant. Such information is furnished by the Town without guarantee regarding its reliability and accuracy. The Consultant shall be responsible for independently verifying such information if it shall be used by the Consultant to accomplish the work undertaken pursuant to this Agreement. The Consultant may be compensated for any necessary verification work requested by Town, subject to the express written authorization of the Town.

The Town reserves the right to certify the accuracy of information provided by the Town to the Consultant. When such certification is provided in writing, the Consultant shall not be compensated for independent verification of said information.

SECTION II — PROFESSIONAL SERVICES

- (a) Consultant shall perform professional services for the benefit of the Town in connection with and as envisioned in the Town's RFQ # 09-12 Design and Engineering Services: Old Cutler Roadway Improvements. The consultant shall be issued a Purchase Order by the Town for professional services associated with RFQ # 09-12, covering in detail the scope, time for completion and compensation for the work to be accomplished. In case of emergency, the Town reserves the right to issue oral authorization to the Consultant with the understanding that written confirmation shall follow immediately thereafter. The Consultant shall submit a proposal upon the Project Manager's request prior to the issuance of a Notice to Proceed. No payment shall be made for the Consultant's time or

services in connection with the preparation of any such proposal. The Town shall confer with the Consultant before any Notice to Proceed is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

- (b) In connection with professional services to be rendered pursuant to this Agreement, the Consultant further agrees to:
1. Maintain an adequate staff of qualified personnel on the work at all times to ensure its completion within the term specified in the applicable Notice to Proceed.
 2. Comply with any Federal, State and local government laws, ordinances, processes, standards, rules, orders, etc. applicable to the work stated in the Town's RFQ # 09-12.
 3. Cooperate fully with the Town in the scheduling and coordination of all tasks and phases of the work.
 4. Prepare necessary documents, as required or requested, for all applicable agencies including regulatory requirements and permits.
 5. Report the status of the work to the Town upon request and hold pertinent data, calculations, field notes, records, sketches, procedures, proposals, records, and other work products open to inspection of the Town.
 6. Submit for Town review computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Notice to Proceed. Submit for Town approval the final work products upon incorporation of any modifications requested by the Town during any previous review.
 7. Be available at all reasonable times for general consultation and advice through the effective term of this Agreement.
 8. Confer with the Town at any time during the further development and implementation of improvements for which the Consultant has provided professional services as to interpretation of plans and other documents, correction of errors and omissions and preparation of any necessary plan thereof. The Consultant shall not be compensated for the correction of errors and omissions to the extent that those errors and omissions are the responsibility of the Consultant.
 9. Perform all services in a competent and skilled manner.

SECTION III — SCHEDULE OF WORK AND TIME FOR COMPLETION

- (a) The Town shall have the sole right to determine assignment of work and on which units or sections of the work the Consultant shall proceed and in what order. Written Purchase Orders issued by the Town shall cover in detail the scope, time for completion and intent of requested services and shall serve to authorize the assignment of work outlined in Exhibit "A" or referenced in paragraph 1 of the Recitals to this Agreement.
- (b) The services to be rendered by the Consultant for each section of the work or upon the assignment, shall commence upon receipt of a written executed Purchase Order and/or a notice to proceed (the "NTP") from the Town subsequent to the execution of the Agreement, and shall be completed within the time stated in the Purchase Order or the NTP.

- (c) A reasonable extension of time shall be granted in the event there is a delay on the part of the Town in fulfilling its part of the Agreement or should a Force Majeure, as defined in Section IV hereof, render performance of the Consultant's duties impossible. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

SECTION IV — FORCE MAJEURE

- (a) Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events **DO NOT INCLUDE** inclement weather (except as noted above) or the acts or omissions of subconsultants/subcontractors, third-party consultants/contractors, materialmen, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.
- (b) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the party or parties relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.
- (c) It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party or parties, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other party or parties.

SECTION V — COMPENSATION

- (a) The Town agrees to pay and the Consultant agrees to accept, for satisfactory performance, as determined solely by the Town of services rendered pursuant to this Agreement, including work as stipulated by Section II – Professional Services, and all preliminary and/or incidental work thereto, fees computed in accordance with Exhibit “B” the negotiated schedule of rates, a copy of which is attached hereto, or as otherwise set forth in the Purchase Order for the specific work.
- (b) Reimbursement for the reasonable and necessary expenses of the Consultant for postage, copying, long distance telephone calls, document reproduction, and authorized travel may be provided in accordance with the Purchase Order.

SECTION VI — PAYMENTS

Unless negotiated and otherwise agreed to, the Town shall make monthly fee payments to the Consultant, computed in accordance with Section V, for all work performed during the previous calendar month for work which has been assigned by Town to Consultant. The Consultant shall submit duly certified monthly invoices to the Town in the amount due for services performed to date and including any previously authorized reimbursable expenses incurred during the month. For lump sum assignments,

invoices shall be based upon the percentage of work completed at invoice date. Invoices shall be processed pursuant to Section 218.70, Florida Statutes.

SECTION VII — SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the Town. When applicable and upon receipt of such consent in writing, the Consultant shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data. Any sub-consultant shall be subject to all terms and conditions of this Agreement. All insurance certificates pertaining to such subconsultants shall be provided to the Town upon issuance of a Purchase Order or NTP.

SECTION VIII — EXTRA WORK

In the event extra work and/or expenses are necessary due to changes requested after the applicable portion of the work is approved by the Town, such extra work shall be the subject of an additional Purchase Order or a modification of the original Purchase Order.

SECTION IX — APPROVAL

The Town agrees, within thirty (30) days after delivery, to approve, reject, or return with indicated suggested revisions or recommendations, all schedules, submittals or other written communications submitted by the Consultant to the Town for approval. Such approval, revisions, or recommendations by the Town shall not relieve the Consultant of responsibility for the completeness or correctness of the work.

SECTION X — RIGHT OF DECISIONS

- (a) All services shall be performed by the Consultant to the satisfaction of the Town's Project Manager who shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement. The monitoring of the prosecution and fulfillment by the Consultant of the services hereunder, and the character, quality, amount and value thereof, are within the Project Manager's authority. The Project Manager's decision upon all claims, questions, and disputes shall be final, conclusive, and binding upon the parties hereto unless such determination is arbitrary or unreasonable.
- (b) Adjustments of compensation and time for completion of services hereunder because of any major changes in the work that might become necessary or be deemed desirable, as the work progresses shall be left to the absolute discretion of the Project Manager. In the event that the Consultant does not concur with the decisions of the Project Manager, the Consultant shall present any such objections in writing to the Town Manager. The Project Manager and the Consultant shall abide by the decisions of the Town Manager unless arbitrary or unreasonable. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, subject to the standards set forth above.

SECTION XI — OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, specifications, maps, contract documents, designs, and/or other data (the "Documents") developed by the Consultant pursuant to this Agreement shall become the property of the Town without restrictions or limitations upon their use and shall be made available by the Consultant at

any time upon request by the Town. Reuse of such Documents by the Town for any purpose other than that for which prepared shall be at the Town's sole risk. When each individual section or assignment of work requested pursuant to this Agreement is complete, all of the above Documents shall be delivered to the Town. The level of information required to be provided at the completion of an assigned task shall be specified within the Purchase Order authorizing the work.

SECTION XII — REUSE OF DOCUMENTS

The Consultant may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The Town shall not accept any reused data containing an excess of irrelevant material which has no substantial connection with the applicable portion of the work.

SECTION XIII — NOTICES

Any notices, reports or other written communications from the Consultant to the Town shall be considered delivered when posted by certified mail or delivered in person to the Project Manager. Any notices, reports or other communications from the Town to the Consultant shall be considered delivered when posted by certified mail to the Consultant at the last address left on file with the Town or delivered in person to said Consultant or the Consultant's authorized representative.

SECTION XIV — AUDIT RIGHTS, RETENTION OF RECORDS

The Town, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives reserves the right to audit the records of the Consultant related to this Agreement at any time during the prosecution of the work included herein and for a period of three years after final payment is made. The Consultant agrees to provide copies of any records necessary to substantiate payment requests to the Town.

The Consultant shall retain all records relating to this Contract for four (4) years after the Town makes final payment and all other pending matters are closed.

SECTION XV — PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that no companies or persons, other than bona fide employees working solely for the Consultant have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The Consultant also warrants that no Town personnel, whether full-time or part-time employees, or officers, has or shall be retained or employed in any capacity, by the Consultant or the Town authorized subconsultants, to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this warranty, the Town shall have the right to annul this Agreement without liability.

SECTION XVI — TERMINATION OF THIS AGREEMENT

- (a) This Agreement may be terminated, in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination. If termination for default of the Consultant

is effected by the Town pursuant to paragraph (a), Consultant shall be paid only for all work satisfactorily completed prior to the notice of termination. Consultant shall remain liable for the damages, if any, caused by its default.

- (b) This Agreement may be terminated, in whole or in part, in writing, by the Town for its convenience, provided that the Consultant is afforded the same notice and consultation opportunity specified in paragraph (a) above. Only Town has the unilateral right to terminate for its convenience. Consultant recognizes that other covenants of the Agreement serve as consideration for and support this unilateral right of Town.

If termination for convenience is effected by the Town, an equitable adjustment in compensation payable to Consultant shall be made, which equitable adjustment shall include a reasonable profit for services or other work already properly performed prior to the notice of intent to terminate for which profit has not been already included in an invoice. For any such termination for convenience, the equitable adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs directly and reasonably incurred by the Consultant relating to commitments (e.g., suppliers, subcontractors) which had become irrevocable prior to receipt of the notice of intent to terminate. Except as expressly stated above in this paragraph (b), Town shall have no further liability to compensate or pay Consultant.

- (c) Upon receipt of termination action under paragraphs (a) or (b) above, the Consultant shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the Town all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- (d) Prior to termination, the Town may take over the work and may award another party an Agreement to complete the work described in this Agreement.
- (e) If, after termination for failure of the Consultant to fulfill contractual obligations, under paragraph (a) above, it is determined that the Consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Town. In such event, adjustment of the contracted price shall be made as provided in paragraph (b) above.
- (f) The parties may also terminate this Agreement by mutual written agreement.

SECTION XVII — DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from execution and for an uncertain term thereafter with no time limitation and as a continuing contract, subject to termination under Section XVI.

SECTION XVIII — CLEAN AIR ACT

If any work order issued under this contract exceeds \$100,000, the Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Consultant shall include this clause in any subcontracts over \$100,000.

SECTION XIX — ENERGY POLICY AND CONSERVATION ACT

The Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

SECTION XX — TRUTH-IN-NEGOTIATION

Consultant certifies that the wage rates and other factual unit costs, supporting the compensation are accurate, complete and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

SECTION XXI — DRUG FREE WORK PLACE

The Consultant shall comply with all mandatory standards and policies relating to the Federal Drug-Free Workplace Act's Requirements.

SECTION XXII — SPECIAL PROVISIONS

- (a) The Consultant agrees to comply with Title VI of the Civil Right Act of 1964, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours Standard Act, the Health and Safety Standards Act, Section 109 of the Housing and Community Development Act of 1974, Section 3 compliance in the Provision of Training, Employment and Business Opportunities, and the Consultant further agrees not to maintain or provide for its employees any facilities that are segregated on a basis of race, color, creed, national origin, handicap, religion, ancestry, sex or age.
- (b) No officer or employee of the Town or its designees or agents, no member of the governing body, and no other public official of the Town who exercises any function or responsibility with respect to this contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds. Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (c) The Consultant shall perform the work herein above set out as an independent contractor free from direct control or supervision by the Town as to the means and methods of performing the

work and all persons engaged in the performance of the work shall be solely the servants or employees of the Consultant or its subcontractors, as the case may be.

- (d) The Consultant agrees to comply with Executive Order 11246, which prohibits discrimination in employment regarding race, color, creed, national origin, handicap, religion, ancestry, sex, or age. An excerpt of such Executive Order being attached hereto and made a part hereto by reference. The Consultant further agrees to comply with the filing of any and all information and reports required by the Executive Order and by the rules, regulations, and orders of the Secretary of Labor.

SECTION XXIII— INSURANCE AND INDEMNIFICATION

- (a) Consultant shall indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Consultant and persons employed or utilized by the Consultant in the performance of the Agreement.
- (b) The Consultant shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained. Consultant must have and provide to Town a Certificate of Insurance showing the Town of Cutler Bay as additional insured. The Consultant shall maintain during the term of this Agreement the following insurance coverage for services to be performed for Town Departments:

Workmen's Compensation Insurance — as required by law.

Employer's Liability Insurance — \$1,000,000.

Professional Liability Insurance — \$1,000,000.

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

Bodily Injury: \$1,000,000;

Property Damage: \$1,000,000 each occurrence.

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

\$1,000,000 each person;

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

\$1,000,000 each occurrence property damage;

The policy must provide coverage for any automobiles.

- (c) All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B" as to management and no less

than “Class V” as to strength by the latest edition of Best’s Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or, at Town's discretion, the companies must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to do Business in Florida,” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

- (d) The Consultant shall furnish certificates of insurance to the Public Works Department: 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189, prior to the commencement of operations, which certificates shall clearly indicate that the Consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of this insurance shall be effective without thirty (30) days prior written notice to the Town.
- (e) Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement, and the Town shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

SECTION XIV— ENTIRETY OF AGREEMENT; VENUE; NO JURY-TRIAL

- (a) This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Town. The Town Manager shall act for Town hereunder.
- (b) This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue for any litigation hereunder shall be made in Miami-Dade County, Florida.
- (c) Each party hereby expressly waives any right to trial by jury in any litigation hereunder or which is in any way related to the conduct or course of dealing between the parties.

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IN WITNESS WHEREOF the parties hereto have executed these presents this ____ day of _____ 2010.

Consultant Corzo, Castella, Carballo,
Thompson, Salman, PA. (C3TS)

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

By: _____
Signed _____
Name/Title _____

By: _____
Steven J. Alexander
Town Manager

Attest:

Attest:

Town Clerk

or

Approved as to form and legal sufficiency:

Witnessed:

By: _____

Name: _____

By: _____

Name: _____

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

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EXHIBIT "A"

SCOPE OF SERVICES:

Roadway improvement project along Old Cutler Road from SW 97th Avenue to SW 87th Avenue, which includes the reconstruction of the existing two (2) lanes, with curb & gutter, enhancements to the existing shared-use path, sidewalks, bus bays & shelters, continuous storm drainage system, street lighting, traffic signalization, landscaping, irrigation, street furniture and architectural features. In addition, the construction of two (2) traffic circles will be included with the project, one at SW 87th Avenue and Old Cutler Road, replacing the current signalized intersection, and the other at SW 97th Avenue and Old Cutler Road.

EXHIBIT "B"

SCHEDULE OF LUMP SUM FEES

The Lump Sum fee will not exceed \$ 475,500, as detailed below:

• Survey & Geotechnical.....	\$60,416
• Master Plan	\$59,600
• Final Design (60% Plans).....	\$142,194
• Final Design (90% Plans).....	\$159,968
• Final Design (100% Plans).....	\$35,548
• Permitting	<u>\$17,774</u>
Total	\$475,500



PUBLIC WORKS DEPARTMENT
PROJECT AGREEMENT

Between

TOWN OF CUTLER BAY, FLORIDA

And

Corzo, Castella, Carballo, Thompson, Salman, P.A.

(C3TS)

for

Design and Engineering Services

Old Cutler Roadway Improvements
(as described in Town RFQ # 09-12)

PUBLIC WORKS DEPARTMENT

PROJECT AGREEMENT

Between

THE TOWN OF CUTLER BAY, FLORIDA

And

Corzo, Castella, Carballo, Thompson, Salman, P.A.

(C3TS)

For

Design and Engineering Services

Old Cutler Roadway Improvements
(as described in Town RFQ 09-12)

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 Corzo, Castella, Carballo, Thompson, Salman, P.A. (C3TS), (“CONSULTANT” or “ENGINEER”) dated _____ 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

Roadway improvement project along Old Cutler Road from SW 97th Avenue to SW 87th Avenue, which includes the reconstruction of the existing two (2) lanes, with curb & gutter, enhancements to the existing shared-use path, sidewalks, bus bays & shelters, continuous storm drainage system, street lighting, traffic signalization, landscaping, irrigation, street furniture and architectural features. In addition, the construction of two (2) traffic circles will be included with the project, one at SW 87th Avenue and Old Cutler Road, replacing the current signalized intersection, and the other at SW 97th Avenue and Old Cutler Road.

Project will be funded by Miami-Dade County utilizing People's Transportation Plan (PTP) funds, and will be undertaken by the Town of Cutler Bay under a Joint Participation Agreement (JPA) with Miami-Dade County.

The Engineer agrees to perform professional services in connection with the project as indicated in the following:

A. Master Plan Phase

Upon receipt of authorization from the Director to proceed with the Master Plan Phase of the project, generally based on the Old Cutler Road Charette Plan. The Engineer shall visit the site of the proposed work and become thoroughly familiar with all conditions and Federal, State and Local laws, Development and Environmental issues affecting the work; prepare and submit to the County a Master Plan containing recommendations for "Typical Sections". Roadway alignment, drainage system, point of connection to adjacent roadways and prepare for an conduct up to six (6) Public Workshops and presentations to inform residents and neighborhood organizations of proposed construction, gain community input and gain approval by Town Council.

B. Design Phase

Upon receipt of authorization from the Director to proceed with the final design of the project, the Engineer shall prepare preliminary engineering data, including sketches and drawings, based on recommendations from the Master Plan Phase; perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the Town in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The Engineer shall prepare final complete construction plans for the project in accordance with current Miami-Dade County standards, to be used for the receipt of bids, which shall include, but not limited to, development of design plans for roadway, traffic roundabouts, bus bays and shelters, resurfacing, drainage, sidewalks, curb and gutter, street lighting, landscaping and irrigation, street furniture and architectural features, signalization, and pavement markings & signing.

Engineer will inform all utility owners with facilities in the vicinity of the proposed work and provide information relative to any required utility adjustments or relocations. The engineer will assist the Town in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The engineer shall provide two sets of prints for each utility company prior to the meeting. The Engineer shall be responsible for preparation and distribution of meeting minutes.

Engineer will prepare and apply for all required permits and approvals from the governmental agencies having jurisdiction. Town will be responsible for any permit fees.

The Engineer agrees that the quality of the work performed by the Engineer and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services, and agrees to guarantee compliance of the work with all applicable industry standards and regulations.

C. Public Involvement Services

The Town requires that proven public involvement strategies be conducted at all stages of the project design. We shall prepare and implement a Public Involvement Plan in accordance with the Miami-Dade County requirements, and also including the following:

- Conduct up to six (6) Public Workshops and presentation to inform residents and neighborhood organizations of proposed construction, gain community input and gain approval by Town Council;
- During design process, provide design engineer once per week for a half day to be at Town hall to meet with Town officials, residents or general public as needed to answer questions, address concerns and gain input;
- Plan and conduct public outreach to alert the public of the project and the design alternatives from lighting, sidewalks, drainage, and landscaping;
- Plan and conduct several public awareness campaigns that should include public outreach to inform the public of the Old Cutler Road construction project. This should include reaching out to all relevant stakeholders and the user community;
- Plan and conduct a public education campaign to provide citizens and businesses with information to assist them in understanding the issues and alternatives for addressing them;
- Plan and conduct public input campaign through surveys, open houses, visioning sessions and public meetings that comprise residents, homeowner's associations, and business owners of the impacted communities;
- Develop a Business Assistance Program (BAP) identifying methods to prevent business interruptions during the construction phase to the extent possible;
- Develop and implement public involvement activities through the use of social media, Internet, e-mail, Town's web page, and other available technology used to communicate with the public;
- Develop a schedule of public involvement activities which will take place throughout the project;

- Develop and implement a plan for personal interaction with the most impacted residents, homeowners association, and business owners;
- Develop and implement a plan for collecting and analyzing public comments;
- Develop and implement a plan for monitoring the effectiveness of outreach activities;
- Conduct monthly project updates to the Town Council and be available to meet, as needed, with the Town Manager, Public Works Director, and/or Council members;
- Develop a Media Outreach Plan (MOP) to include how the media will be utilized to keep residents and business owners informed at all stages of the project.

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:

Engineer will submit to the Director two final sets of check prints for the project at the 60%, 90% and 100% completion milestones. The quality and legibility of all prints shall meet the approval of the Director. At a minimum the construction Documents shall consist of the following:

- Cover sheet
- Typical Section
- Summary of Quantities
- Plan and Profiles
- Intersecting Street Profiles
- Drainage Structures
- Cross Sections
- Landscaping and Irrigation Plans
- Lighting Plans
- Marking and Signing Plans
- Signalization Plans
- Maintenance of Traffic / Construction Phasing Plans

Engineer will prepare and submit to the Town an opinion of probable construction cost, at the 15%, 60%, 90% and 100% completion milestones, of the proposed project design.

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: \$ 100 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 above, as per the CONSULTANT’S existing Continuing Professional Services Contract.

The Lump Sum fee will not exceed \$ 475,500, as detailed below:

• Survey & Geotechnical	\$60,416
• Master Plan	\$59,600
• Final Design (60% Plans)	\$142,194
• Final Design (90% Plans)	\$159,968
• Final Design (100% Plans)	\$35,548
• Permitting	<u>\$17,774</u>
Total	\$475,500

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 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 CONDITONS

7.1 This project agreement incorporates the terms and conditions set forth in the attached "Non-Exclusive Professional Services Agreement", dated January 17, 2008. Additionally, the agreement incorporates the terms and conditions set forth in RFQ # 09-12. In the event that any terms or conditions of this project agreement conflict with the RFQ # 09-12 provisions, the provisions of the Design and Engineering Services: Old Cutler Roadway Improvements (RFQ# 09-12) shall prevail and apply.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

TOWN OF CUTLER BAY

By: _____
Steven J. Alexander, Town Manager

Date: _____

CONSULTANT

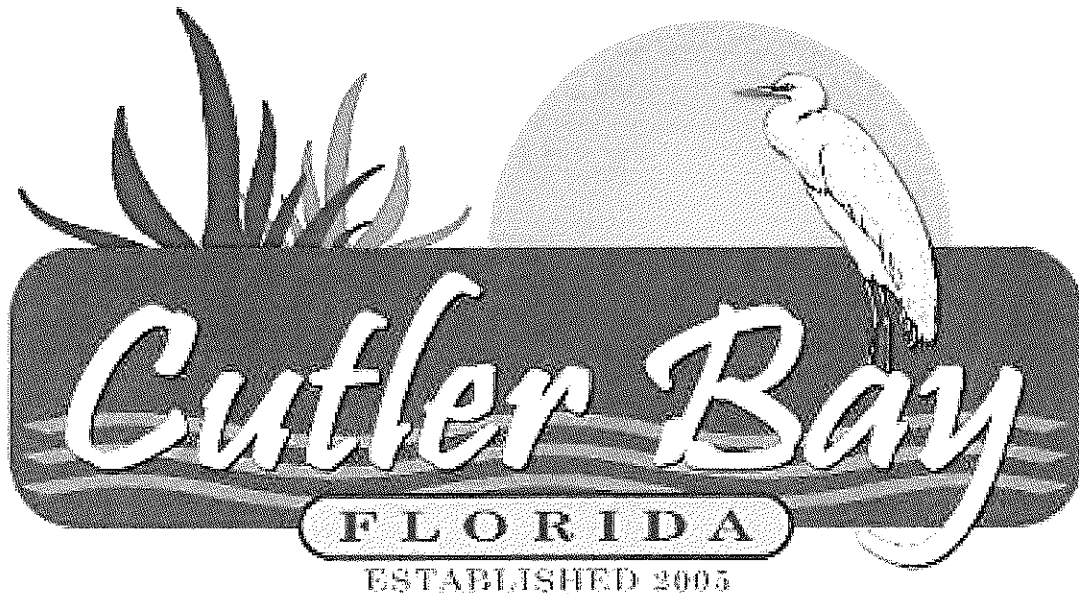
Corzo Castella Carballo Thompson Salman, P.A. (C3TS)

By: _____

Date: _____

Authorizing Town Resolution Number: 10 - XX

**TOWN OF CUTLER BAY
REQUEST FOR QUALIFICATIONS
RFQ# 09-12**



**DESIGN AND ENGINEERING SERVICES
OLD CUTLER ROADWAY IMPROVEMENTS**

SUBMITTAL DATE: October 26, 2009 (10:00 A.M.)



**TOWN OF CUTLER BAY
NOTICE OF REQUEST FOR QUALIFICATIONS
RFQ#: 09-12**

**DESIGN AND ENGINEERING SERVICES
OLD CUTLER ROADWAY IMPROVEMENT PROJECT**

The Town of Cutler Bay is currently advertising a Request For Qualifications for design and engineering services for the Old Cutler Roadway Improvement Project.

Sealed proposals will be received by the Town Clerk, 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, on or before **Monday, October 26, 2009 at 10:00 AM**, at which time they will be publicly opened. The Town will conduct a **Mandatory Pre-RFQ Response meeting on Tuesday, October 13, 2009 at 2:00 PM**. To be considered, all interested parties must acquire a copy of the RFQ documents and submit an original and eight (8) copies of the required information and documents in one (1) sealed package clearly marked "**RFQ # 09-12 Design and Engineering Services: Old Cutler Roadway Improvement Project.**" Late submittals and facsimile submissions will not be considered. The proposer shall bear all costs associated with the preparation and submission of the proposal.

The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services, or take any other such actions that may be deemed in the best interest of the Town.

Interested, qualified firms can obtain information by contacting the Town Clerk at (305) 234-4262 or at the Town's website at www.cutlerbay-fl.gov.

Erika Santamaria, CMC
Town Clerk



**REQUEST FOR QUALIFICATIONS
DESIGN AND ENGINEERING SERVICES
OLD CUTLER ROADWAY IMPROVEMENT PROJECT
RFQ# 09-12**

1.0 INTRODUCTION AND PROJECT BACKGROUND

The Town of Cutler Bay (the “Town”) incorporated as a municipality in 2005. As it has developed its first Comprehensive Plan it has placed a higher level of importance on sustainable development and multi-modal mobility. The Town has taken every effort to continue the hard work of Miami-Dade County, particularly in its “Charrette Areas”, one of which is Old Cutler Road. In doing so and as a part of that process, the Town established goals for this project that would improve public safety, ease traffic congestion, enhance traffic flow, enhance pedestrian mobility, vehicular volume, improve function and flow of mass transit and beautify the neighborhood business corridor with streetscape improvements.

The design and construction of a roadway improvement project along Old Cutler Road between SW 97 Avenue and SW 87 Avenue will include the reconstruction of the existing two (2) lanes, with curb & gutter, enhancements to the existing bike path (shared use path), continuous storm drainage system, street lighting, street signage enhancements, traffic signalization, and landscaping. In addition, the construction of two (2) planned traffic circles that are currently under design by the Miami-Dade Public Works Department will be included with the project. The traffic circles will be located at the following intersections: one at SW 87 Avenue and Old Cutler Road, replacing the current signalized intersection, and the other at SW 97 Avenue and Old Cutler Road. These will be designed to enhance the flow along the corridor to allow for greater vehicular mobility. The Town strongly encourages the design of additional traffic circles, along the project corridor’s key intersections.

The Old Cutler Road Charrette Area Plan grew out of the design Charrette held from June 21st through June 28th, 2002. The Miami-Dade Board of County Commissioners passed a resolution (R-439-04) on April 13th 2004, thereby adopting the Old Cutler Road Charrette Area Plan Report and its recommendations. The citizen’s requests that came out of the Charrette include, but are not limited to the following:

- Restore the historic character of Old Cutler Road
- Reduce congestion, improve traffic flow and safety
- Calm traffic along Old Cutler Road
- Improve existing intersections
- Improve landscaping on Old Cutler Road
- Maintain and improve sidewalks and bike path
- Connect existing streets and parking lots
- Promote civic identity
- Place an entrance features at the start of the civic district
- Improve drainage
- Create pedestrian-friendly environment



1.1 PURPOSE

The purpose of this document is to provide information on the Services needed by the Town, requirements and guidelines for submitting Response to this RFQ (Request for Qualifications), Consultant selection process and the schedule.

1.2 SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement and Distribution of RFQ# 09-12 <i>(Cone of Silence begins)</i>	10/6/09	9:00 AM
2	Mandatory Pre-RFQ-Response Meeting	10/13/09	2:00 PM
3	Deadline to Submit Questions	10/19/09	10:00 AM
4	Deadline for Town Responses to Questions	10/21/09	5:00 PM
5	Deadline to Submit RFQ# 09-12	10/26/09	10:00 AM
6	Announcement of short-listed Firms	10/30/09	4:00 PM
7	Oral presentations for short-listed Firms	11/2/09	10:00AM thru 3:00 PM
8	Announcement of selected Consultants <i>(Cone of Silence ends)</i>	11/19/09	10:00 AM

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



1.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Consultant must have successfully provided within the past five (5) years services similar to those in Section 2.2 of this RFQ. Each Consultant shall meet all legal, technical and professional requirements for providing the requested Services.

The respondents shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The Town reserves the right to make investigations of the respondents' qualifications or any of its agents, as it deems appropriate

1.4 MANDATORY PRE-RFQ-RESPONSE MEETING

The Town will conduct a Pre-RFQ-Response Meeting (the Meeting), on **October 13 2009** at **2:00 PM** Eastern Standard Time (EST) at the following address:

Town of Cutler Bay
Town Hall
Conference Room
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

ATTENDANCE AT THIS MEETING IS MANDATORY. Failure by a Consultant to attend and/or be represented at the Meeting shall result in its Response being deemed non-responsive, if submitted. Each attendee shall identify specifically only one firm he/she is representing. For persons with disabilities, auxiliary aids or services will be provided upon request with at least five (5) days notice prior to the date of the Meeting by calling the Town Clerk's Office at (305) 234-4262.

The purpose of this Meeting is to provide an open forum for the Consultants to review this document and respond to questions regarding this RFQ. The Consultants are encouraged to submit their questions in writing at least three (3) business days before the meeting. Questions arising before and after the Meeting will be addressed per the schedule given in Section 1.2 of this document.

1.5 CONE OF SILENCE

Communications between any proposer or its representatives and any Town Council Member, Town Officials, Staff and Town Consultants; and/or Technical Evaluation Committee Members on the subject of this RFQ are strictly prohibited from the date and time of the advertisement through the date of selection announcement. (See Section 1.2 for the time and dates), with the exception of the conditions stated below:



- A. Written requests regarding information or clarification made to the Town Clerk as described in Section 1.11, in reference to this RFQ within the timeframe identified in #3 of Section 1.2.
- B. Any official, recorded communication during the mandatory Meeting (see Section 1.4).

1.6 ADDENDA

If the Town finds it necessary to add to, or amend this document prior to the Response submittal deadline, the Town will issue written addenda/addendum after the Mandatory Pre-RFQ Meeting and distribute it to all the persons that attended the Meeting. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.

1.7 PRESENTATION COSTS

The Town shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, subsequent inquiries or presentations relating to its response.

1.8 CERTIFICATION

The signer of the Response (to this RFQ) must declare by signing Appendices A and B that the person(s), firm (s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.9 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Town in connection with responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

1.10 RETENTION OF RESPONSES

The Town reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.



1.11 QUESTIONS AND CLARIFICATIONS

All requests for information and/or clarification should be submitted in writing to:

Town of Cutler Bay
Erika Santamaria, Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
Phone: (305) 234-4262 / Fax: (305) 234-4251
Email: esantamaria@cutlerbay-fl.gov

1.12 TOWN AUTHORITY

The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services. The Town Manager shall make a recommendation to the Town Council who shall make a final determination and award of proposal(s). Proposals received after the deadline will not be considered.

All materials submitted in response to the Request For Qualifications become the property of the Town of Cutler Bay and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any response to the RFQ, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the Town Manager's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

2.0 SERVICES NEEDED BY THE TOWN

2.1 GENERAL BACKGROUND

The project is a result of a Joint Project Agreement ("JPA") between Miami-Dade County ("County") and the Town of Cutler Bay ("Town"). The objective of the proposed "JPA" is for the design and construction of a roadway improvement project along Old Cutler Road from SW 97 Avenue to SW 87 Avenue which includes the reconstruction of the existing two (2) lanes, with curb and gutter, enhancements to the existing bike path (share use path), continuous storm drainage system, street lighting traffic signalization, and landscaping. In addition, the construction of two (2) planned traffic circles that are currently under design by the Miami-Dade Public Works Department will be included with the project. The traffic circles will be located at the following intersections: one at SW 87 Avenue and Old Cutler Road, replacing the current signalized intersection, and the other at SW 97 Avenue and Old Cutler Road. These will be designed to enhance the flow along the corridor to allow for greater vehicular mobility. The Town strongly encourages the design of additional traffic circles, along the project corridor's key intersections



The County will utilize the resources of the Town to design, construct and administer the project subject to the terms and conditions of the approved “JPA”. The Town will secure engineering design and consulting services to develop the construction plans, technical specifications, special provisions, pay items and cost estimates in accordance with standard County and/or Town design criteria, as applicable.

The attached “JPA” includes language which states the Town agrees to comply with applicable County regulations including but not limited to the Community Business Enterprise (CBE), Community Small Business Enterprise (CSBE), and Community Workforce Programs (CWP) and the responsible Wages and Benefits (Ordinance No. 90-143).

MIAMI-DADE COUNTY PROJECT #. : E08-PW-04 (OCI Project No.)

FUNDING SOURCE: People’s Transportation Plan (PTP)

PROJECT COSTS: \$7,524,319.10

The executed Joint Project Agreement (“JPA”) provides the Town with the ability to Design and Administer the roadway improvement, with Miami-Dade County’s approval process. Additionally, the Town will process all of the Consultant’s invoices and then submit the required reimbursement documents to Miami-Dade County.

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DETAILED PROJECT DESCRIPTION/ADDITIONAL REQUIREMENTS:



**Dept. of Small Business Development
Project Worksheet**

Project/Contract Title: JOINT PARTICIPATION AGREEMENT (JPA) BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY, OLD CUTLER ROAD FROM SW 97TH AVENUE TO SW 87TH AVENUE DESIGN (SIC 571) RC Date: 12/23/2008
 1-01
 Project/Contract No: E08-PW-04 Funding Source: Item No:
 Department: PUBLIC WORKS DEPARTMENT PTP
 Estimated Cost of Project/Bid: \$519,794.00 Resubmittal Date(s):
 Description of Project/Bid: THE DESIGN AND CONSTRUCTION OF A ROADWAY IMPROVEMENT PROJECT ALONG OLD CUTLER ROAD FROM SW 97TH AVENUE TO SW 87TH AVENUE WHICH INCLUDES THE RECONSTRUCTION OF THE EXISTING TWO (2) LANES, WITH CURB & GUTTER, ENHANCEMENTS TO THE EXISTING SHARE USE PATH, CONTROLS STORMWATER DRAINAGE SYSTEM, STREET LIGHTING, TRAFFIC SIGNALIZATION, AND LANDSCAPING. IN ADDITION, THE CONSTRUCTION OF TWO (2) TRAFFIC CIRCLES WILL BE INCLUDED WITH THE PROJECT ALONG OLD CUTLER ROAD, ONE AT SW 87TH AVENUE, REPLACING THE CURRENT SIGNALIZED INTERSECTION, AND THE OTHER AT SW 97TH

Contract Measures Recommendation

Measure	Program	Goal Percent
Goal	CBE	30.00%

Reasons for Recommendation

This project meets all the criteria set forth in A.C. J-32, Section V.
 Funding Source: People's Transportation Plan
 SIC 871 - Architectural and Engineering Services

Analysis for Recommendation of a Goal

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
ENVIRONMENTAL ENG-STORMWATER DRAINAGE DESIGN SERV	CBE	\$93,562.92	18.00%	47
LANDSCAPE ARCHITECTURE	CBE	\$20,791.76	4.00%	8
SURVEYING AND MAPPING-LAND SURVEYING	CBE	\$41,583.52	8.00%	14
Total		\$155,938.20	30.00%	

Living Wages: YES NO
 Responsible Wages: YES NO

Ordinance 90-143 is applicable to all construction projects over \$100,000 that do not utilize Federal Funds

REVIEW COMMITTEE RECOMMENDATION

Tier 1 Set Aside _____
 Set Aside Level 1 _____ Level 2 _____ Level 3 _____
 Trade Set Aside (MCC) _____ Goal 30.00% Mid Preference _____
 No Measure _____ Deferred _____ Selection Factor _____
 Chairperson, Review Committee: *[Signature]* 12/23/08 Date
 SDB Director: *[Signature]* 12/23/08 Date



Old Cutler Road from SW 97 Avenue to SW 87 Avenue			
Technical Certification Categories:			
3.02	Highway Design (Prime)	50%	\$259,897.06
3.09	Signing, Pavement Markings and Channelization	4%	\$20,791.76
3.10	Lighting	6%	\$31,187.65
3.11	Signalization	4%	\$20,791.76
9.02	Geotechnical and Material Engineering Services	6%	\$31,187.65
10.01	Stormwater Water Drainage Design Engineering	18%	\$93,562.94
15.01	Land Survey	8%	\$41,583.53
20.00	Landscape Architecture	4%	\$20,791.76
		100%	\$519,794.11

Approved Community Business Enterprise (CBE) Participation: 30% or \$155,938.23

Pursuant to Chapter 287.055, Florida Statutes, the Town intends to retain consultants to provide professional services.

While pursuing this RFQ process, the Town reserves the right to award contracts to Consultants who will best serve the interests of the Town and whose Responses are considered by the Town to be the most responsive and most responsible.

The Town reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Town reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

NOTE: In addition to the above stated requirements, the Consultants must comply with the applicable provisions established in the Department of Small Business Development's – Community Business Enterprise Program (CBE) for Architectural, Landscape Architectural, Engineering, Surveying and Mapping Professional Services Participation. Detailed program requirements can be downloaded / viewed at the following web link:

[http://www.miamidade.gov/sba/library/CBE Participation Provisions.pdf](http://www.miamidade.gov/sba/library/CBE%20Participation%20Provisions.pdf)

The Town also reserves the right to waive minor variations or irregularities in the Responses.

2.2 SCOPE OF SERVICES

The selected Consultant can expect to provide services including, but not limited to the tasks identified below:

2.2.1 MASTER PLAN PHASE:

Upon receipt of authorization from the Town to proceed with the Master Plan Phase of the project, the Consultant shall visit the site of the proposed work and become thoroughly familiar with all conditions, Federal, State and Local laws, and Development and Environmental issues



affecting the work. The Consultant must prepare and submit to the Town a Master Plan containing recommendations for “Typical Sections”, Roadway alignment, drainage system and point of connection to adjacent roadways, as well as prepare for and conduct up to six (6) Public Workshops to inform residents, businesses, and neighborhood organizations of proposed construction, gain community input and gain approval by Town.

2.2.2 DESIGN PHASE

Upon receipt of authorization from the Town to proceed with the project, the Consultant shall prepare preliminary engineering data, including sketches and drawings based on recommendations from the master plan phase. The Consultant must perform such other services as are mutually agreed to be necessary or desirable to advance the project; and assist the Town in obtaining approval of preliminary design work from any local, state or federal agency having an interest in the project. The Consultant shall prepare final complete construction plans for the project in accordance with the current Miami-Dade County standards, to be used for the receipt of bids, which shall include, but are not limited to, development of design plans for roadway, resurfacing, drainage, sidewalks, curb and gutter, street lighting, landscaping, traffic signalization, pavement markings and signage.

The Consultant will inform all utility owners with facilities in the vicinity of proposed work and provide information relative to any required utility adjustments or relocations. The Consultant will assist the Town in conducting a utility coordination meeting with utility owners to resolve all utility conflicts and other utility issues. The Consultant shall provide two sets of prints for each utility company prior to the meeting. The Consultant shall be responsible for preparation and distribution of meeting minutes.

The Consultant will submit to the Town two final sets of check prints for the project at the 50%, 90%, and 100% completion milestones. The quality and legibility of all prints shall meet the approval of both the Town and the County. At a minimum, the construction documents shall consist of the following:

- Cover sheet
- Typical section
- Summary of Quantities
- Plan and Profiles
- Intersecting Street Profiles
- Drainage Structures
- Cross Sections
- Landscaping Plans
- Lighting Plans
- Marking and Signing Plans
- Signalization Plans
- Maintenance of Traffic / Construction Phasing Plans

The Consultant will prepare and submit to the Town an opinion of probable construction cost, at the 15%, 50%, 90%, and 100% completion milestones of the proposed project design.



The Consultant agrees that the quality of the work performed by the Engineer and by all subcontractors shall be in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar services, and agrees to guarantee compliance of the work with all applicable industry standards and regulations.

2.2.3 PUBLIC INVOLVEMENT SERVICES:

The Town will require that proven public involvement strategies be conducted at all stages of the project from design throughout construction. The selected consulting firm shall prepare and implement a PIP in accordance with the above-noted Relevant Requirements and also include the following:

- Plan and conduct public outreach to alert the public of the project and the design alternatives from lighting, sidewalks, drainage, and landscaping;
- Plan and conduct several public awareness campaigns that should include public outreach to inform the public of the Old Cutler Road construction project. This should include reaching out to all relevant stakeholders and the user community;
- Plan and conduct a public education campaign to provide citizens and businesses with information to assist them in understanding the issues and alternatives for addressing them;
- Plan and conduct public input campaign through surveys, open houses, visioning sessions and public meetings that comprise residents, homeowner's associations, and business owners of the impacted communities;
- Develop a Business Assistance Program (BAP) identifying methods to prevent business interruptions during the construction phase to the extent possible;
- Develop and implement public involvement activities through the use of social media, Internet, e-mail, Town's web page, and other available technology used to communicate with the public;
- Plan and conduct public meetings with the Town's engineering staff, contractor, and project manager to inform affected stakeholders on a monthly basis;
- Develop a schedule of public involvement activities which will take place throughout the project;
- Develop and implement a plan for personal interaction with the most impacted residents, homeowners association, and business owners;
- Develop and implement a plan for collecting and analyzing public comments;
- Develop and implement a plan for monitoring the effectiveness of outreach activities;
- Conduct monthly project updates to the Town Council and be available to meet, as needed, with the Town Manger, Public Works Director, and/or Council members;
- Develop a Media Outreach Plan (MOP) to include how the media will be utilized to keep residents and business owners informed at all stages of the project.



3.0 RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Only one firm shall be identified as the Prime Consultant for each Response. If other firms are part of the same Response, they shall be identified as subconsultants. A Prime Consultant shall submit only one Response for each Service Area and a separate Response is required for each Service Area, identified in Section 1.0.

A Prime Consultant shall not be a part of any other team as a subconsultant in the same Service Area. Subconsultants can join any number of Prime Consultants submitting a Response to this RFQ.

Nine (9), (one (1) original and eight (8) photo copies) Responses for each Service Area shall be submitted in one sealed package, clearly marked on the outside "**RFQ # 09-12, "Design and Engineering Services: Old Cutler Roadway Improvement Project"**". The outside of the sealed envelope shall also show the name of the Prime Consultant and those of the subconsultants, if any.

All sealed Qualification packages must be received at the receptionist's desk, within the Town Hall, located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189, by **10:00 a.m.** on **October 26, 2009**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

In accordance with Chapter 119, Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the RFQ and the responses thereto shall be public records. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting state or federal law.

All Responses must be received by the Town Clerk by the due date and time. All Responses received after the due date and time will be returned to the proposer unopened.

3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION

Each Consultant shall submit one (1) original and eight (8) bound photo copies of each Response. Each Response shall be limited to eighteen (18) pages (paper size, 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B, and C. The sections shall follow the order given on the next page. The eighteen (18) page limit is for items 1 to 9 on the next page. No material other than that listed in this Section shall be included in the Response.

1. A **one-page** cover letter indicating the Consultants' interest in providing the services to the Town and a statement on why the Consultant should be selected for the award. The letter shall include the name of the Prime Consultant and those of the subconsultants, explanation of the type of contractual agreement between them, if different from that of Prime and subconsultant. A representative who is authorized to contractually bind the Consultant shall sign this letter.
2. A **one-page** table of contents identifying the sections and page numbers.



3. A **one-page** proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. A **one-page** history of all the Consultant(s).
5. **Up to four (4), one-page** resumes of the persons, including the Project Manager that will be assigned to the Town projects, if the Town selects the Consultant.
6. **Up to two (2) pages** a table showing all current and recently completed (within the past five (5) years) private and public (local municipal, county, regional, and state) sector clients of all the Consultants. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Consultant team includes subconsultants, there must be at least one project for each subconsultant. The Consultant may select suitable clients/projects, if the list exceeds two-page limit.
7. **Up to two (2) pages**, a narrative on projects completed on time and within budget.
8. **Up to four (4) pages**, a description of projects providing services similar to those identified in the scope of services over the last five (5) years. The emphasis shall be given to the projects in Florida AND the tasks performed by the Engineers identified in the Response.
9. **Up to two (2) pages**, copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to the projects completed in Florida AND the projects of the Engineers identified in the Response.
10. **Up to four (4) pages**, completed Appendices A, B, and C

3.2 RESPONSE EVALUATION CRITERIA

The selection committee will evaluate the Responses based on the criteria listed below. The points assigned to each criterion are also given:

1. Credentials and accomplishments of the other (up to 3) members, **(25 Points)**.
2. Quality of the projects and accomplishments of the Consultant(s) in providing these services, **(25 Points)**.
3. Accomplishments of developing a Public Involvement Plan for similar roadway improvement projects, **(25 Points)**.
4. Consultant's track record of on time and within budget project performance, **(15 Points)**.
5. Credentials and accomplishments of the Consultant's Project Team, **(10 Points)**.

3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

Up to three (3) Consultants will be short-listed on the basis of the Responses and will be called for oral presentations. All Prime Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a ten (10) minute question-and-answer session. The Consultants are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The oral presentation will be worth 25% in the final selection (and the Response will be worth 75%)



4.0 OTHER CONDITIONS

4.1 TERM OF ENGAGEMENT

An agreement is contemplated for three (3) years or the completion of the Project.

4.2 PERMITS, TAXES, LICENSES

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all Town and/or County ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

4.3 LAWS, ORDINANCES

The Consultant shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional standards that would apply to this contract.

Furthermore, the selected consultant will be required to abide by all applicable federal, state and local laws and ordinances, as amended. Among the applicable local laws and ordinances are:

4.3.1 MIAMI-DADE COUNTY ORDINANCES

- 72-82 – Conflict of Interest, as amended by Ordinances 00-01, 00-46
- 77-13 – Financial Disclosure
- 82-37 – Affirmative Action Plan
- 90-133 – Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender
- 90-143 – Responsible Wages & Benefits (as applicable)
- 91-142 – Family Leave requirements are a condition of award
- 92-91 – Drug Free workplace requirements are a condition of award, as amended by Ordinance 00-30
- 92-91-Family Leave as amended, superseded by 93-118 (Family Leave Act) and amended by Resolution R-183-00
- 94-73 – Value Analysis and Life Cycle Costing
- 95-178 – Proposers are to verify that all delinquent and currently due fees or taxes have been paid as a condition of award
- 97-35 – Policy of Fair Subcontracting Practices
- 97-67 – Amending Chapter 11A Prohibiting Discrimination in Contracting, Procurement, Bonding and Financial Services
- 97-104 – Listing of Subcontractors and Suppliers on County Contracts
- 97-172 – Ordinance amending section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of service
- 97-215 – Establishing the office of the Inspector General
- 98-30 – County Contractors Employment and Procurement practices
- 99-5 – Domestic Violence Leave



- **99-152** – False Claim Ordinance
- **99-162** – Precluding entities who are not current in their obligations to the County from receiving new contract or purchase orders.
- **00-18** – Debarment Ordinance
- **00-67** – Prohibition of contracting with individuals and entities while in arrears with the County, as amended by Resolution R-531-00.
- **00-85** – Ordinance amending section 2-8.9 of the Code of Miami-Dade County (The Living Wage Ordinance).
- **01-96** – Code of Business Ethics: Ordinance amending Section 2-9.1(i) of the Miami-Dade County Code.
- **01-105**– Ordinance amending Section 2-10.4 of Miami-Dade County Code for the acquisition of professional architectural, engineering, landscape architectural or land surveying and mapping services.
- **02-3** – Cone of Silence

4.3.2 MIAMI-DADE COUNTY RESOLUTIONS

- **R-1049-93** – Affirmative Action Plan Furtherance and Compliance.
- **R-385-95** – Policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability A.D.A. requirements are a condition of award, as amended by Resolution R-182-00.
- **R-516-96** – Independent Private Sector Inspector General (IPSIG) Services
- **R-744-00** – Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the project.
- **R-185-00** – Domestic Violence Leave requirements are a condition of award.
- **R-702-98** – Resolution requiring certain entities that enter into contracts with Miami-Dade County to contribute to Project Fresh Start, the County’s Welfare-to-Work Initiative; creating waiver; repealing and superseding Resolutions R-1206-97 and as amended by R-358-99 (as applicable).

4.3.3 MIAMI-DADE COUNTY ADMINISTRATIVE ORDERS

- **3-20** – Independent Private Sector Inspector General (IPSIG) Services.
- **3-26** – Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services.
- **3-27** – Cone of Silence.
- **3-32** – Community Business Enterprise Program.
- **3-34** – Formation and Performance of Section Committee.

Copies of the aforementioned, Miami-Dade County Ordinances and Resolutions may be picked up at the Miami-Dade County’s Clerk of the Board Office.



4.3.4 TOWN OF CUTLER BAY ORDINANCES

- **06-11** – Vendor’s Campaign Contribution Disclosure (See 4.8 below for additional details)
- **07-02** – Lobbyist Registration and Disclosure Requirements
- **09-12** – Cone of Silence (See 4.7 below for additional details)

4.3.5 AFFIRMATIVE ACTION PLAN REQUIREMENTS

All firms properly licensed to provide engineering, architectural, landscape architectural and land surveying and, mapping services, regardless of their individual assignments in connection with this project, and responding to this solicitation, must have an Affirmative Action Plan filed and approved by Miami-Dade County’s Office of Capital Improvements (OCI), in accordance with Ordinance No. 82-37, by the response deadline of this solicitation.

In addition to the above, all firms with annual gross revenues in excess of \$5,000,000.00 are required by Miami-Dade County Ordinance No. 98-30 to have their Affirmative Action Plan and Procurement Policies filed with OCI as a condition to receive a County contract.

Therefore, if selected, all firms as identified above must have an active Affirmative Action Plan at time of award and must maintain their certification active throughout the duration of the Project.

For questions regarding Miami-Dade County’s Affirmative Action Plan Requirements not in connection with this project, please contact Ms. Nubia Jarquin of OCI at (305) 375-5637 or e-mail at Jarquin@miamidade.gov.

4.4 INSURANCE

Prior to execution of an agreement with the Town, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Consultant has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town's representative. Compliance with the foregoing requirements shall not relieve the successful Consultant of its liability and obligations under the agreement.

The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Town from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the Consultant.



The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Consultant shall also maintain other required insurance coverage specific to the services to be provided.

4.5 NEGOTIATIONS

Fees negotiated will be for the underlying contracts and will be negotiated in accordance with Florida Statutes.

4.6 PURCHASING ORDINANCE:

Firms are specifically advised that the Town of Cutler Bay's purchasing ordinance applies to this Request for Qualifications and to all Requests for Qualifications and is incorporated herein by reference. Firms are advised to familiarize themselves with its requirements.

4.7 CONE OF SILENCE PROVISION:

- A. Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request For Proposal ("RFP"), Request for Qualification ("RFQ") or proposal, between:

A potential vendor, service provider, proposer, lobbyist, or consultant, and:

The Town Council, Town's staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

- B. The Cone of Silence shall be imposed upon each RFP, RFQ and proposal after the advertisement of said RFP, RFQ, or proposal.
- C. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until



such time as the Manager makes a subsequent written recommendation to the Town Council.

D. The Cone of Silence shall not apply to:

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

E. Please contact the Town Attorney for any questions concerning Cone of Silence compliance.

F. Violation of the Cone of Silence by a particular proposer shall render any RFP award, RFQ award or proposal award to said proposer voidable by the Town Council and/or Town Manager.

4.8 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS:

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



Vendors' Campaign Contribution Disclosure:

1. General requirements:

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

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

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

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

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

2. Disqualification

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

4.9 PROTESTS, APPEALS AND DISPUTES:

All protests, appeals and disputes with respect to this RFQ shall be governed by the protest procedures of the Town purchasing ordinance which shall be strictly construed. In the event of a protest, the decision of the Town Council shall be final and conclusive.



APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFQ and the addendum/addenda nos.

C. Consultant warrants that it will not delegate or subcontract it's responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Town of Cutler Bay awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____



APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of _____

SS:

County of _____

_____ being first duly sworn, deposes and says that:

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

_____ the Consultant that has submitted the attached Proposal;

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

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

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

Signed, sealed and delivered
In the presence of:

By: _____
(Printed Name)

(Title)



ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 200 __, before me, the
Undersigned Notary Public of the State of Florida personally appeared
_____ and whose name(s) is/are subscribed to the within instrument,
and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
___ Personally known to me, or
___ Produced identification:

(Type of Identification Produced)
___ Did take an oath or
___ Did not take an oath.



APPENDIX C

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

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

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

By _____

For _____

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 - S.S. # _____)

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

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



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

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore 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 or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered

In the presence:

By:

(Printed Name)

(Title)

Appendix-C Page 2 of 3



ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 200____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)
____ Personally known to me, or
____ Produced identification:

(Type of Identification Produced)
____ Did take an oath or
____ Did not take an oath.

TAB 3

RESOLUTION NO. 10-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA URGING THE SECRETARY OF THE ARMY TO GRANT A RE-TRIAL FOR LT. MICHAEL BEHENNA; TRANSMITTING THIS RESOLUTION TO CERTAIN PUBLIC OFFICIALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the "Town") supports the brave men and women deployed by the armed forces, as well as those families who have loved ones serving abroad; and

WHEREAS, Michael Behenna is a Lieutenant with the United States Army, he is considered a son of Cutler Bay and he has family members that reside in the Town, and he is in need of support from his community; and

WHEREAS, Lt. Behenna and his family are urging and requesting a new trial from the Secretary of the Army due to certain irregularities during the first trial; and

WHEREAS, the Town Council supports Lt. Behenna's request for a re-trial and urges the Secretary of the Army, the Honorable John McHugh, to consider granting him his request; and

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

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

Section 1. Recitals. That the above stated recitals are true and correct and incorporated herein by this reference.

Section 2. Support. The Town hereby expresses its support for Lt. Michael Behenna and the Behenna family's request for a re-trial regarding Lt. Michael Behenna as a consequence of certain irregularities during his first trial. The Town Council urges the Honorable John McHugh to consider their request for a re-trial as soon as possible.

Section 3. Transmittal. Town Council hereby directs the Town Clerk to furnish a copy of the Resolution to the Secretary of the Army immediately upon its adoption.

Section 4. Effective Date. That this Resolution shall become effective immediately upon adoption hereof.

PASSED and ADOPTED this _____ day of _____, 2010.

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 4



Steven J. Alexander
Town Manager

MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: January 12, 2010

Re: **AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR
DESIGN-BUILD SERVICES AND TO NEGOTIATION AGREEMENT**

REQUEST

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN-BUILD SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH THE TOP RANKED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town of Cutler Bay (the "Town") recently concluded a lengthy negotiation process with Miami-Dade County (the "County") in order for the Town to assume ownership of a portion of Lakes by the Bay Park (the "Park"); and the Town Council adopted Resolution 09-47 on November 23, 2009 which approved the Interlocal Agreement conveying the Park to the Town (the "Interlocal Agreement").

In order to construct the planned improvements to the Park, utilizing preliminary designs that were funded and provided by the County, we need to contract with the most qualified and experienced consultant to provide professional design-build services to the Town to assist in completing the Park improvements, including, but not limited to: project design, completion of construction documents, permitting, construction and construction management.

In accordance with Chapter 287.055 of the Florida Statutes, a Request For Qualifications (RFQ) has been prepared to identify the best available consultant to provide professional design-build services in order to assist in completing the Park improvements. We have chosen a design-build format because that project delivery method will expedite completion of the project, while at the same time allow for certain reconfigurations and



Office of the Town Manager

re-engineering that would result in substantial cost savings and a more beneficial park design with regard to the Town's current needs.

FUNDING

The Town and the County Administration have agreed that the following funding will be transferred to the Town for development of the park:

- 1 \$4,100,000, representing the impact fees and Safe Neighborhood Parks Bond funds, which were allocated to construct and develop the park, in accordance with the schedule of values negotiated by the County and Landsource Holding Corporation, LLC (formerly, Lennar Land Partners);
- 2 \$4,500,000, representing the General Obligation Bond item that was intended for improvements to the park for building construction, athletic fields and courts, vehicular circulation, and utilities.

In addition, the Town and County administration have also agreed on a number of additional issues related to the park and the funding of the various improvement components. Firstly, the parties agreed that additional funding is required to achieve the full build out of the park as initially master planned by the County. Furthermore, each party has acknowledged that the Town is unable, due to the size of our budget, to absorb the expense of the full contemplated build out at this time. And finally, subsequent to taking title, the Town has the authority and sovereign right to re-design the park.

RECOMMENDATION

The Town Manager should be authorized, on behalf of the Town, to issue this RFQ for professional design-build services, and subsequently negotiate a Professional Services Agreement for design-build services with the first-ranked firm at the conclusion of the RFQ process. In the event the Town Manager is unable to negotiate a satisfactory agreement with the first ranked firm, then the Town Manager may negotiate an agreement with the next highest ranked firm(s), in order of ranking.

RESOLUTION NO. 10-____

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS (RFQ) FOR DESIGN-BUILD SERVICES; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH THE TOP RANKED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (the “Town”) recently concluded a lengthy negotiation process with Miami-Dade County (the “County”) in order for the Town to assume ownership of a portion of Lakes by the Bay Park (the “Park”); and

WHEREAS, the Town Council adopted Resolution 09-47 on November 23, 2009 which approved the Interlocal Agreement conveying the Park to the Town (the “Interlocal Agreement”); and

WHEREAS, the Town Council desires to construct certain improvements to the Park, utilizing preliminary designs that were funded and provided by the County; and

WHEREAS, the Town desires, and it is in the best interest of the Town, to contract with the most qualified and experienced consultant to provide professional design-build services to the Town to assist in completing the Park improvements, including, but not limited to: project design, completion of construction documents, permitting, construction and construction management; and

WHEREAS, in accordance with Chapter 287.055 of the Florida Statutes, a Request For Qualifications (RFQ) has been prepared to identify the best available consultant to provide professional design-build services in order to assist in completing the Park improvements; and

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

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

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

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

Section 2. Request For Qualifications Approved. The Town Manager is hereby authorized to advertise and issue a Request For Qualification for Professional Design-Build Services (the "RFQ") in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The Town Manager is authorized, on behalf of the Town, to negotiate a Professional Services Agreement for design-build services with the first-ranked firm. In the event the Town Manager is unable to negotiate a satisfactory agreement with the first ranked firm, then the Town Manager may negotiate an agreement with the next highest ranked firm(s), in order of ranking.

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

PASSED and ADOPTED this _____ day of _____, 2010.

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 _____

**TOWN OF CUTLER BAY
REQUEST FOR QUALIFICATIONS
10-01**



**PROFESSIONAL DESIGN-BUILD SERVICES FOR
LAKES BY THE BAY PARK IMPROVEMENTS**

SUBMITTAL DATE: FEBRUARY 26, 2010 3:00 P.M.

**REQUEST FOR QUALIFICATIONS
RFQ # 10-01 PROFESSIONAL DESIGN-BUILD SERVICES
TOWN OF CUTLER BAY**

Pursuant to Section 255.20 and 287.055 Florida Statutes, the Town of Cutler Bay (the "Town"), a municipality located in Miami-Dade County, Florida, desires to receive qualifications for the selection of a firm or a team of firms (the "Consultant") to provide Professional Design-Build Services (the "Services") to the Town for the Lakes By the Bay Park Improvements project.

The Town intends to execute an agreement with selected Consultant for providing these services. **Interested firms should visit the Town's website at info@cutlerbay-fl.gov to obtain the Request for Qualifications package. Packages may also be picked up at the following location:**

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

Sealed submittals must be received no later than 3:00 p.m. on February 26, 2010 and be clearly marked on the outside, "**RFQ # 10-01 Design-Build Services**". Late submittals and electronic submittals will **not** be accepted.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning this Town's' competitive purchasing process, which generally prohibits communications concerning the RFQ from the time of advertisement of the RFQ until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

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

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

Steven J. Alexander
Town Manager

Request For Qualifications

SUBJECT: Professional Design-Build Services for the Lakes By the Bay Park Improvements

PROPOSAL DUE DATE: On or before February 26, 2010 @ 3:00 P.M.

SUBMIT TO: **Office of the Town Clerk
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189**

RFQ NUMBER: 10-01

1.0 INTRODUCTION:

1.1 INTENT:

The purpose of this document is to provide information on the Services required by the Town for the Lakes By the Bay Park Improvements project, the requirements and guidelines for submitting a response to this RFQ (the Response or the Qualifications package), the Consultant selection process and the schedule.

1.2 BACKGROUND:

The Town of Cutler Bay has a diverse population of over 41,000, and desires to engage the services of qualified firms to provide Design-Build services as needed for various Public Works and Parks and Recreation department projects. The Town is located in the southeast corner of Miami-Dade County and is approximately 10 square miles in size. The Town delivers a majority of its public and community services by utilizing firms employing sound business practices with an emphasis on excellence and effective customer service principles.

1.3 SERVICES SOUGHT:

The Town is seeking qualified firms to provide Professional Design-Build services for the Lakes By the Bay Park Improvements project (the "Services"). It is estimated that the initial construction cost for the project will be \$4,100,000.00, and that the second phase of the project will have a construction cost of \$4,500,000.00. The project will likely include, but not be limited to, the following components:

- Various athletic fields, including two lighted baseball fields and three lighted soccer fields
- Restroom facilities consisting of a single structure
- Lighted parking lots
- All necessary site development work, including drainage and utilities

Additional information regarding the Services can be found under Attachment "A" to this RFQ.

The successful firm(s) will provide all Design-Build services including, but not limited to: project design, completion of construction documents, permitting, construction and construction management.

The successful firm(s) may supplement in-house resources with private individuals or companies, subject to prior Town approval. The successful firm(s) shall have the necessary financial resources to assume extensive and large expenditures.

All information and references submitted will be considered in the selection process. The Town reserves the right to request clarification of information submitted, to interview respondents and to request additional information of one or more respondents to assist in the evaluation of submittals and to establish, to the Town's satisfaction, the responsibility, qualifications, and financial ability of any proposer.

1.4 RFQ SCHEDULE:

Event	Date*	Time* (EST)
Advertisement/ Distribution of RFQ & Cone of Silence begins	01/22/2010	9:00 AM
Deadline to submit requests for clarification	02/10/2010	5:00 PM
Deadline to Submit RFQ-Response	02/26/2010	3:00 PM
Announcement of short-listed Consultants	03/03/2010	4:00 PM
Oral presentations (if necessary)	03/08/2010	9:00 AM – 4:00 PM
Announcement of selected Consultants/ Cone of Silence ends	03/18/2010	9:00 AM

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

1.5 EVIDENCE:

The submission of a Proposal shall be prima facie evidence that the Consultant is familiar with and agrees to comply with the contents of this RFQ.

1.6 CLARIFICATION AND ADDENDA TO RFQ SPECIFICATIONS:

If any person contemplating submitting a Proposal under this RFQ is in doubt as to the true meaning of the specifications or other RFQ documents or any part thereof, the Proposer must submit to the Town, by no later than February 10, 2010, a request for clarifications. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretations of the RFQ, if made, will be made only by Addendum duly issued by the Town. The Town shall issue an Informational Addendum if clarification or minimal changes are required. The Town shall issue a formal Addendum if substantial changes, which impact the technical submission of Proposals, are required. A copy of such Addendum will be delivered to each Proposer receiving the RFQ. In the event of conflict with the original Contract Documents, Addendum shall govern all other contract documents to the extent specified. Subsequent Addenda shall govern over prior addenda only to the extent specified.

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

Town representative.

1.7 QUESTIONS:

Questions concerning this RFQ should be directed in writing to:

Erika Santamaria, Town Clerk
Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Issues of substance that are brought to the attention of the Town will be responded to in writing, and copies provided to all firms who have received copies of the RFQ.

1.8 TOWN'S RIGHTS:

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services. The Town Manager shall make a recommendation to the Town Council who shall make a final determination and award of proposal(s).

All materials submitted in response to the RFQ become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any response to the RFQ, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the Town Manager's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

1.9 DEMONSTRATION OF COMPETENCY:

1. Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals will only be considered from firms which are regularly engaged in the business of providing the Services as described in this RFQ. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the Services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the Town.
2. The Town may, during the period that the contract between the Town and the successful Proposer is in force, review the successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this RFQ. Irrespective of the Proposer's performance on contracts awarded to it by the Town, the Town may place said contracts on probationary status and implement termination procedures if the Town determines that the successful Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the Proposal evaluation period in order to comply with this demonstration of competency section.

2.0 CONTENTS OF PROPOSAL:

The Proposal shall include the following information at a minimum:

1. Qualifications of firm and principals, including but not limited to: firm's history; number of years in business; local availability of key personnel; demonstrated ability to comply with all applicable laws and regulations; ability to plan, coordinate and construct a variety of public works and/or parks and recreation facilities of various size, scope and complexity. All Proposals shall be written in sufficient detail (on 8 1/2" X 11" paper) to permit the Town to conduct a meaningful evaluation of the Proposal. The Proposal must include the following information:

I) Cover Page

The attached Proposal Form (Section 5) is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the Proposal.

II) Table of Contents

The table of contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

III) Executive Summary

Provide a brief summary describing the Proposer's ability to perform the Services requested in this RFQ; a history of the Proposer's background and experience in providing similar services; a list of the Proposer's personnel to be assigned to this project; the subcontractors or subconsultants and a brief history of their background and experience; and, any other information called for by this RFQ which the Proposer deems relevant, including any exceptions to this RFQ. This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

IV) Work Plan

The Town is seeking proposals for design-build firms to construct the Lakes By the Bay Park Improvements project. The Services required to complete this work are more specifically defined in the following Work Plan. The following is to be used as a **guideline only**, creativity and innovative concepts are welcome.

A. Overview & Resources

1. Design-build Services including, but not limited to: project design, completion of construction documents, permitting, construction and construction management.
2. Coordination with government agencies as may be required to complete and implement the stated tasks is the responsibility of the Consultant.

B. Summary

The Proposal for design-build services should include at a minimum, the following information on how the prospective consultant will achieve the defined project deliverables.

1. The overall approach to the Plan, including project management and methodology.
2. A work plan detailing tasks needed to complete the project.
3. Competence of Firm, including experience with Design-Build projects
4. Experience of Personnel
5. Capacity to commence the project quickly/ experience with fast-tracked projects

V) Proposer's Experience and Past Performance

a) Describe the Proposer's organization; history and background; tax status; principals; officers; owners; board of directors and/or board of trustees; the primary markets served; the total current number of employees; the current number of professional employees by classification; and state the number of years that the Proposer has been in existence.

b) Provide a detailed description of a minimum of three (3) contracts (of varying scopes of service) which the Proposer has either ongoing or completed within the past three (3) years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities.

c) Describe any other experiences related to the work or services described in the Scope of Services and Attachment "A", and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training, etc.). Of particular interest is your experience with Green or sustainable projects, given that this project will incorporate a number of sustainable components.

VI) Key Personnel and Subcontractors Performing Services

(a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.

(b) List the names and addresses of all major first-tier subcontractors or subconsultants, and describe the extent of work to be performed by each first-tier subcontractor or subconsultant.

(c) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. All key personnel shall include all partners, managers, seniors and other professional staff that will perform work and/or services on this project.

d) Please describe your capacity for beginning this project quickly, including the availability of key personnel for pre-construction and construction services. Also describe the experience of your proposed team with similar fast-tracked projects.

VII) Licenses, Permits and Insurance

Provide all necessary Federal State, County, and local licenses and permits relating to providing the Services; and copies of insurance certificates indicating proof of insurance and extent of coverage as described in Section 4.6 herein.

Proposers must submit five (5) copies of the Proposal, one of which shall be an unbound original. All costs associated with the response to this RFQ shall be borne solely by the Proposer.

In accordance with Chapter 119, Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the RFQ and the responses thereto shall be public records. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting state or federal law.

3.0 EVALUATION OF PROPOSALS:

1. A Selection Committee consisting of the Town Manager or his designee, Parks and Recreation Director, Public Works Director and Town Consultant will evaluate written Proposals. Evaluation will include the following criteria:

<u>Criteria</u>	<u>Potential Points</u>
1. Work Plan	25
2. Experience & Past Performance	25
3. Personnel Expertise	20
4. Quality of Similar Projects	15
5. Capacity to Commence Work Quickly	10
6. Local Presence	5
7. Compliance With Submission Requirements	5
Total Points Available	100

2. The highest ranked Proposals will be identified and those firms may be requested to make a formal presentation before the Selection Committee (Tentative Date: March 8, 2010) Location: Town Hall, 10720 Caribbean Boulevard, Suite 105, Conference Room. The selected firms will then be ranked according to the content of their Proposals, presentations and any other relevant information. The Town Manager will then execute an agreement with the selected firms to provide the Services for the Town.

3.1 PROPOSAL TABULATIONS:

Proposers desiring a copy of the Proposal tabulation may request same by enclosing a self-addressed stamped enveloped with the Proposal.

3.2 PROTESTS, APPEALS AND DISPUTES:

All protests, appeals and disputes with respect to this RFQ shall be governed by the protest or procedures of the Town purchasing ordinance which shall be strictly construed. In the event of a protest, the decision of the Town Council shall be final and conclusive.

3.3 AWARD OF CONTRACT:

A contract may be awarded to the Proposer(s) whose Proposal(s), conforming to the RFQ, are most advantageous to the Town. The Town reserves the right to award to one or more than one Proposer(s), make no award based on this RFQ, or reject all Proposals and such decision shall not give rise to any claim by any person for any damages including but not limited to the costs of preparation of a Proposal.

3.4 NEGOTIATIONS:

The Town reserves the right to enter into negotiations with the selected respondent, and if the Town and the selected respondent cannot negotiate a mutually acceptable contract, the Town may terminate the negotiations and begin negotiations with the next selected respondent and this process may continue until a contract has been executed or all responses have been rejected.

4.0 OTHER CONDITIONS:

4.1 PURCHASING ORDINANCE:

Firms are specifically advised that the Town's purchasing ordinance (06-22) and the Town ordinance revising the Cone of Silence (09-12) apply to this RFQ and to all RFQ and are incorporated herein by reference. Firms are advised to familiarize themselves with their requirements.

4.2 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22, and Town Ordinance 09-12. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

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

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;

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

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

4.3 LOBBYIST REGISTRATION

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

4.4 PROTEST PROCEDURES

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

4.5 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

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

Vendors' Campaign Contribution Disclosure:

1. General requirements:

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

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

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

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

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

2. Disqualification

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

4.6 ADDITIONS/DELETIONS OF FACILITIES:

It is hereby agreed and understood that additional Design-Build projects and/or additional scope of services related to the project described herein may be added/deleted to/from the contract at the option of the Town.

4.7 INSURANCE:

Proposers must submit with their Proposal, proof of insurance meeting or exceeding the following requirements:

1. Workmen's Compensation Insurance – statutory requirement.
2. Employer's Liability Insurance - \$1,000,000.
3. Comprehensive General Liability Insurance – This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.
 - a. Bodily Injury: \$1,000,000;
 - b. Property Damage: \$500,000 each occurrence.
4. Comprehensive Automobile Liability Insurance – This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Combined Single Limit.
 - a. \$1,000,000 each person;
 - b. \$1,000,000 each occurrence bodily injury;
 - c. \$500,000 each occurrence property damage;
 The policy must provide coverage for non-owned and hired automobiles.

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

The successful proposer must submit, prior to commencement of any work, a Certificate of Insurance showing the Town as an additional insured. Contractor's insurance certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Town.

4.8 INDEMNIFICATION:

The Proposer shall agree to indemnify and hold harmless the Town, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, caused by a negligent act or omission, misfeasance, or malfeasance of the proposer, its agents, servants, or employees, including fines, fees, expenses, penalties, or suit proceedings, actions and costs of action, and attorney's fees for trial and on appeal, and any kind and nature arising or growing out of the actions of the Proposer connected with the performance of the agreement, whether by act or omission of the Proposer, its agents, servants, employees or others; unless said claim for liability is caused by the negligence, misfeasance or malfeasance of the Town or its agents or employees.

4.9 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Proposers are required to enter or go onto Town property to deliver materials or perform work or services as a result of a proposal award, the successful Proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and Town requirements.

The Proposer shall be liable for any damages or loss to the Town occasioned by negligence of the Proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her Proposal.

4.10 PAYMENT AND PERFORMANCE BOND:

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

As a part of their Proposal, Proposer must submit exhibits in the form of letter(s) of reference from bank(s) and a letter from a bonding agent confirming financial ability and bonding capacity of the Applicant. The surety company must also provide a copy of their current license. The firm shall be required to hold a 100% Performance and Payment Bond on the basis of the Guaranteed Maximum Price furnished pursuant to Section 255.05 F.S.

4.11 LIQUIDATED DAMAGES:

Substantial completion times will be mutually agreed upon between the successful contractor and the Town as part of the project agreement. Liquidated damages in an amount as yet to be determined will be deducted from the contract sum for each calendar day elapsing beyond the specified time for completion.

4.12 TERMINATION FOR DEFAULT:

If Consultant defaults in its performance under a Contract and does not cure the default within 30 days after written notice of default, the Town Manager may terminate the contract, in whole or in part, upon written notice without penalty to the Town. In such event the Consultant shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Consultant was not in default or (2) the Consultant's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Town under Section 4.11.

4.13 TERMINATION FOR CONVENIENCE:

The Town Manager may terminate a contract, in whole or in part, upon 30 days prior written notice. If the Contract is so terminated, the Town shall be liable only for payment in accordance with the payment provisions of the contract for those services rendered prior to termination.

4.14 GOVERNING LAW AND VENUE:

The validity and effect of the contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of the contract shall take place

in Miami-Dade County, Florida.

4.15 ATTORNEY'S FEES:

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

4.16 NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in the contract will be deemed or construed to create a partnership or joint venture between the Town and Contractor, or to create any other similar relationship between the parties.

4.17 PARTIAL INVALIDITY:

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

4.18 SECTION HEADINGS:

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

4.19 ENTIRE AGREEMENT:

The contract shall consist of this Town RFQ, Contractor's Response and any written project agreement entered into by the Town and Contractor, and shall represent the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the project agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the RFQ and/or response, first the project agreement, then the RFQ, and then the response shall control. The contract may be modified only by a written agreement signed by the Town and Contractor.

4.20 ASSIGNMENT:

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

5.0 Proposal Form

**TOWN OF CUTLER BAY
PROPOSAL FORM**

Deliver proposal to:

TOWN OF CUTLER BAY

Town Clerk

10720 Caribbean Blvd., Suite 105

Cutler Bay, FL 33189

Design-Build Services

RFQ # 10-01

Due on or before February 26, 2010 at 3:00 p.m. @ above address.

VENDOR NAME:

PHONE NUMBER:

()

VENDOR MAILING ADDRESS:

FAX NUMBER :

()

CITY, STATE AND ZIP CODE :

TOLL FREE NUMBER:

(800)

PROPOSAL CONTACT PERSON (PLEASE PRINT CLEARLY)

EMAIL ADDRESS:

F.E.I.D. NUMBER:

Proposer's Organizational Structure:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Please Explain): _____

If a Corporation:

Date Incorporated/Organized: _____

State Incorporated/Organized In: _____

State(s) Registered in as Foreign Corporation: _____

Proposer's Additional business activities other than Design-Build services:

List names of proposer's subcontractors or subconsultants on this project:

Printed Name & Title of Authorized Representative

Signature of Authorized Representative::

Date:

APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that it has read, understand and is willing to comply with all of the requirements of the RFQ and the addendum/ addenda nos.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not; pay a fee the amount of which is contingent upon the Town of Cutler Bay awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: _____

Name (typed or printed): _____

Title: _____

Consultant: _____

Date: _____

APPENDIX B

NON-COLLUSION AFFIDAVIT

State of _____

SS:

County of _____

_____being first duly sworn, deposes and says that:

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

_____,the Consultant that has submitted the attached Proposal;

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

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

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

Signed, sealed and delivered In the presence of

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 200__, before me, the undersigned Notary Public of the State of Florida, personally appeared

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

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

APPENDIX C

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

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

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

By _____

For _____

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 - S.S. # _____)

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

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

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

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

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, or pooling

of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered In the presence of

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 200__, before me, the undersigned Notary Public of the State of Florida, personally appeared

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

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

Appendix-D

DRUG-FREE WORKPLACE FORM

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

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

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

Proposers Signature

Date

TAB 5

RESOLUTION NO. 10-___

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REPEALING RESOLUTION 07-41 RELATING TO THE CREATION OF THE CHARTER HIGH SCHOOL COMMITTEE; CREATING A NEW CHARTER SCHOOL COMMITTEE; APPOINTING A COUNCIL LIAISON AND PROVIDING FOR THE SELECTION OF COMMITTEE MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 15, 2007, the Town of Cutler Bay (the "Town") Town Council created the Charter High School Committee in order to assist the Town Council in the feasibility of having a Charter High School for the benefit of the residents within the Town; and

WHEREAS, the committee has never convened since its inception and thus never reported back to the Town Council, as such, the Town Council finds it necessary to repeal Resolution 07-41 creating the Charter High School Committee; and

WHEREAS, the Town Council continues to desire to have a citizen committee of citizens with relevant knowledge and experience advise the Council as to the possible creation of a charter school, exploring the possibilities of having a chartered elementary school, middle school or high school for the benefit of citizens in the Town; and

WHEREAS, Vice Mayor Edward MacDougall has volunteered to serve as the Council liaison to the Committee due to his particular interest in the development of a charter school, and has begun studying the potential of establishing a charter school for the Town.

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

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

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

Section 2. Repeal of Resolution 07-41. The Town Council hereby repeals Resolution 07-41 relating to the Charter High School Committee.

Section 3. Charter School Committee Created. The Town Council hereby creates a citizen committee, to be known as the Charter School Committee to study, advise and make recommendations to the Town Council regarding the possible creation of a charter

school in the Town. Vice Mayor Edward MacDougall is hereby appointed Council liaison to the Committee and shall report to the Council as to the Committee's activities on a regular basis. The Council liaison shall not be considered a member of the Committee.

Section 4. Composition of Committee. The Committee shall consist initially of five (5) members who shall have some specific skill or knowledge relating to education. Members shall be chosen by the Council with each Council member selecting one Committee member from a list of persons who volunteer by advising the Town Manager of their interest in serving on said Committee. The members shall serve until the Committee's work is deemed complete and the Committee automatically dissolves pursuant to Section 5 below.

Section 5. Dissolution of the Committee. The Committee shall be automatically dissolved at such time as the Council accepts its recommendations and advises the Committee that its services are no longer required.

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

PASSED and ADOPTED this _____ day of _____, 2010.

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 6

RESOLUTION NO. 10-__

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, SUPPORTING THE PROPOSED GREEN CORRIDOR LEGISLATION; TRANSMITTING THIS RESOLUTION TO CERTAIN PUBLIC OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay (The “Town”) has previously stated in Resolution 09-24 that it finds climate change to be one of the most serious issues facing our planet today; and

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

WHEREAS, the Town Council is similarly concerned with the continued dependence of the United States and the State of Florida on conventional energy sources, whose use has been scientifically proven to contribute significantly to the threat of climate change; and

WHEREAS, the Town Council recognizes the importance of encouraging the expansion of the use of renewable energy sources in order to diversify the state's energy supplies, reduce dependence on foreign oil, and mitigate the effects of climate change; and

WHEREAS, the Town would like to encourage the increased use of renewable energy sources by its residents, but one of the most significant impediments to the purchase by home owners of products that produce energy from renewable sources, and solar panels in particular, is the upfront cost associated with those devices; and

WHEREAS, the Town supports the creation of a voluntary special assessment program that provides a local governing entity or entities the authority to finance the installation of renewable energy sources that are permanently fixed to real property, thereby eliminating the primary impediment to the purchase of devices that produce renewable energy; and

WHEREAS, the Town further supports the creation of special assessment districts to be named Green Corridors that can consist of a single municipality or several municipalities, a single county or several counties, or any other combination thereof; and

WHEREAS, these Green Corridors would be able to utilize the special assessment process to facilitate the financing and installation of renewable energy sources to be permanently attached to previously developed, private lots or parcels; and

WHEREAS, the Town Council supports the proposed legislation that would create the Green Corridor program, attached hereto as Exhibit “A”; and

WHEREAS, the Town Council believes that it is in the best interest of the health safety, and welfare of residents of the Town for the State of Florida to create a Green Corridor program.

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

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

Section 2. Support. The Town of Cutler Bay (the “Town”) hereby supports legislation that would create a special assessment program which would assist in the financing of renewable energy producing devices in substantially the form attached hereto as Exhibit “A”.

Section 3. Transmittal. That the Town Clerk is hereby directed to transmit copies of this Resolution to the Governor of the State of Florida, the President of the Florida Senate, the Speaker of the Florida House of Representatives, any Members of the Florida House of Representatives or Florida Senate introducing legislation in accordance with the terms of this Resolution, and the Mayors and Members of the governing bodies of the municipalities within Miami-Dade County.

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

PASSED and ADOPTED this _____ day of _____, 2010.

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 _____

Amendment to SB _____¹

Insert at Line __:

Section 1. Section 171.01, Florida Statutes, is amended to read:

170.01 Authority for providing improvements and levying and collecting special assessments against property benefited.--

(4) The Legislature of the State of Florida recognizes the importance of encouraging the expansion of the use of renewable energy sources in order to diversify the state's energy supplies, reduce dependence on foreign oil, and mitigate the effects of climate change. The Legislature declares that a public purpose will be served by a special assessment program that provides a local governing entity or entities the authority to finance the installation of renewable energy sources that are permanently fixed to real property.

(a) As used in this subsection, the term:

1. "Green Corridor" means a special assessment district composed of a single municipality or several municipalities, a single county or several counties, or any other combination thereof that is created to facilitate the financing and installation of renewable energy sources.

2. "Green Corridor Council" means the governing body of a Green Corridor that may levy and collect special assessments against property benefited by the installation of renewable energy sources to the property of the individually affected property owners.

(b) LEGISLATIVE INTENT.--It is the intent of this act to encourage the creation of special assessment districts to be named Green Corridors that can consist of a single municipality or several municipalities, a single county or several counties, or any other combination thereof. A Green Corridor utilizes the special assessment process to facilitate the financing and installation of renewable energy sources to be permanently attached to previously developed, private lots or parcels. The Green Corridor program is to be used in conjunction with the programs described in part III of chapter 377, Florida Statutes, entitled, "Renewable Energy and Green Government Programs."

(c) A Green Corridor may be created pursuant to section 4(a), subject to the approval, by a majority vote of the governing body each participating public entity, of an interlocal agreement that sets forth the terms and conditions of the Green Corridor and the selection of a Green Corridor Council to oversee the creation and operation of the Green Corridor.

(d) Individual property owners residing within public entities that have chosen to participate in the Green Corridor may voluntarily opt to participate in the Green Corridor. Individual property owners can not be compelled to participate in the Green Corridor program.

¹ Words ~~stricken~~ are deletions, words underlined are additions.

(e) The Green Corridor Council, subject to the voluntary approval of the individually affected property owners, may levy and collect special assessments against property benefited by the installation of renewable energy sources to the property of the individually affected property owners, for the purpose of reducing the dependence of the benefited property on non-renewable energy sources, increasing the benefited property's value, and reducing the carbon emissions from the use of those non-renewable energy sources which adversely impact the climate.

TITLE AMENDMENT

Insert at __:

...____; amending s. 170.01 F.S. to create Green Corridors and provide for the imposition of special assessments on homeowners that voluntarily approve of the addition of renewable energy sources to their property;

TAB 7



MEMORANDUM

To: Honorable Mayor, Vice Mayor and Town Council

From: Steven J. Alexander, Town Manager

Date: January 20, 2010

Re: EXECUTION OF CONTRACT AMENDMENT WITH TASCO PLUMBING CORPORATION 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, WAIVING COMPETITIVE BIDDING BASED ON THE MANAGER'S FINDING OF IMPRACTICABILITY FOR THE PROVISION OF CONTRACTING SERVICES FOR THE TOWN; APPROVING THE SELECTION OF TASCO PLUMBING CORP. TO PROVIDE ADDITIONAL CONTRACTING SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AMENDMENT TO THE EXISTING AGREEMENT WITH TASCO PLUMBING FOR THE ADDITIONAL WORK; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Town on May 6, 2009 issued an Invitation to Bid (ITB) # 09-08, for the Saga Bay Drainage Basins 1.3 and 1.4 projects; twenty five (25) bids were received. The purpose for the projects was to eliminate the amount of harmful pollutants, created by stormwater runoffs and 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 with a scheduled completion date of January 30, 2010. Tasco Plumbing Corporation is moving toward completion of the originally contracted scope of work by the scheduled completion date, and there is still funding remaining under the existing FDEP appropriation.

Therefore, the intent of this resolution is to issue an amendment to the existing agreement (the "Amendment") with Tasco Plumbing Corporation in an amount not to exceed the remaining amount of the FDEP appropriation (\$142,721.00) for the construction of improvements at the intersection of SW 85th Avenue and SW 203rd Street (the "Intersection"). This Intersection is part of the Saga Bay 1.5 Drainage Basin, which was identified in the Town's adopted Stormwater Utility Master Plan (Resolution #08-50) as one of several neighborhoods with localized flooding and roadway resurfacing concerns. The Intersection was also identified by residents of Saga Bay as one of the most significant localized flooding locations within the development.



As a 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 as an area that regularly experiences localized flooding. As a result, Town staff researched the costs associated with addressing the localized drainage problem at the Intersection and determined that design and construction services for improvements could be provided with the funds remaining in FDEP grant.

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, the Town has appropriated \$357,279 towards drainage basins 1.3 & 1.4 design and construction. Additionally, a Work Authorization, in the amount of \$ 18,000, was issued to Kimley-Horn and Associates as part of their continuing services agreement with the Town to complete the design & construction phase of the Intersection. Therefore, there is approximately \$142,721 remaining in available funds that can be used to correct the existing drainage deficiency in Saga Bay drainage sub-basin 1.5 at the Intersection. The Intersection will be completed at the same awarded units prices received from Tasco Plumbing Corporation in the original competitive bidding process for Saga Bay Drainage Basins 1.3 and 1.4 work.

The plans for the Intersection improvements are currently in the design and permitting phase. The intent of the Intersection project is to alleviate the existing drainage deficiencies by constructing exfiltration trenches and upgrading storm water piping and inlets. Upon completion of the stormwater improvements, SW 85th Avenue within the Intersection project area will be resurfaced. Special consideration will be made to minimize disruptions to the residents during this project. The Amendment will also include an additional 90 days of contract time for Tasco Plumbing Corporation to complete the Saga Bay 1.5 work from the issuance of a Notice to Proceed.

Because the Intersection project was not included in the original scope of services for the Invitation to Bid (ITB) # 09-08, for the Saga Bay Drainage Basins 1.3 and 1.4 projects, it is subject to an additional procurement process. However, Section 255.20 Florida Statutes allows for the waiver of competitive bidding for construction projects under certain circumstances, and the Intersection project satisfies those criteria.

Furthermore, Town staff has determined that it would be impracticable to select another contractor for this project because the Tasco is already mobilized at the site, they have become very familiar with the Saga Bay area, and they have direct, immediate experience with the nature of the work entailed.

RECOMMENDATION

We recommend that the attached resolution be adopted waiving competitive bidding requirements as impracticable, approving the selection of Tasco Plumbing to provide construction services for the Intersection, and authorizing the Town Manager to negotiate and enter into an Amendment to the existing agreement for contracting services to include the additional scope of work at the Intersection at a cost not to exceed \$143,000.00, provided that Town Attorney determines that the terms of the Amendment are legally sufficient.

RESOLUTION NO. 10-___

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 CONTRACTING SERVICES FOR THE TOWN; APPROVING THE SELECTION OF TASCO PLUMBING TO PROVIDE ADDITIONAL CONTRACTING SERVICES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AMENDMENT TO THE EXISTING AGREEMENT WITH TASCO PLUMBING FOR THE ADDITIONAL WORK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay's (the "Town") adopted 2009-10 fiscal year Stormwater Utility Fund budget includes funding obtained from the Department of Environmental Protection (DEP) – LP8912 for stormwater drainage improvement projects; and

WHEREAS, the purpose for the projects was to eliminate the amount of harmful pollutants created by stormwater runoffs and alleviate the identified roadway flooding concerns; and

WHEREAS, on May 6, 2009 the Town issued an Invitation to Bid (ITB) # 09-08, for the Saga Bay Drainage Basins 1.3 and 1.4 projects, for which twenty five (25) bids were received; and

WHEREAS, pursuant to the ITB competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council selected the first-ranked firm, Tasco Plumbing (the "Contractor"), to provide paving and drainage improvements in the Saga Bay area and Town Resolution 09-38 awarded the Saga Bay projects to the Contractor; and

WHEREAS, the Contractor is nearly finished with the originally-contracted scope of work by the scheduled completion date, performing capably in terms of adhering to the budget and the schedule, and there is still funding remaining under the existing FDEP appropriation for additional paving and drainage improvements in the Saga Bay; and

WHEREAS, during the course of the work on Saga Bay Drainage Basins 1.3 and 1.4, Town staff met with the Saga Bay residents to discuss the progress of the work, and those residents identified the intersection of SW 85th Avenue and SW 203rd Street, which is part of the Saga Bay 1.5 Drainage Basin, (the "Intersection") as an additional, significant drainage problem; and

WHEREAS, Town staff researched the costs associated with addressing the localized drainage problem at the Intersection and determined that design and construction services to improve the Intersection could be provided with the funds remaining in FDEP grant; and

WHEREAS, Town staff recommends that the additional money be utilized to construct paving and drainage improvements at the Intersection, and

WHEREAS, Town staff recommends that the existing Contractor be utilized to construct paving and drainage improvements at the Intersection because they are already mobilized at the site, have become very familiar with the Saga Bay area, and have direct, immediate experience with the nature of the work entailed, and therefore it would be impracticable to select another Contractor; 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 for the reasons stated above; and

WHEREAS, Contractor has agreed to enter into an amendment to their existing agreement with the Town for contracting services to provide construction services for the Intersection project (the “Amendment”); and

WHEREAS, Town staff has determined that the Intersection can be completed at a cost not to exceed \$143,000.00, and 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 Amendment; and

WHEREAS, Section 255.20 Florida Statutes allows for the waiver of competitive bidding for construction projects under certain circumstances, and the Intersection project satisfies those criteria; and

WHEREAS, the Town Council desires to authorize the Town Manager, on behalf of the Town, to negotiate and enter into the Amendment, provided that the Town Attorney determines that the terms of the Amendment 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 255.20 Florida Statutes, Section 3(D) of Town of Cutler Bay Ordinance 06-22, and Section 3.10 of the Town Charter, the Town Council waives competitive bidding requirements as impracticable, approves the selection of Tasco Plumbing to provide construction services for the drainage improvements at the intersection of SW 85th Avenue and SW 203rd Street, which is part of the Saga Bay 1.5 Drainage Basin (the “Intersection”), and authorizes the Town Manager to negotiate and enter into an amendment to the existing agreement for contracting services to include the additional

scope of work at the Intersection (the "Amendment") at a cost not to exceed \$143,000.00, provided that Town Attorney determines that the terms of the Amendment are legally sufficient.

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

PASSED and ADOPTED this _____ day of _____, 2010.

PAUL S. VROOMAN, Mayor

Attest:

ERIKA GONZALEZ-SANTAMARIA, CMC
Town Clerk

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

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

Moved By:
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman _____

Vice Mayor Edward P. MacDougall _____

Councilmember Peggy R. Bell _____

Councilmember Timothy J. Meerbott _____

Councilmember Ernest N. Sochin _____

TAB 8

ORDINANCE NO. 10-___

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AMENDING CHAPTER 30 “TRAFFIC AND MOTOR VEHICLES” TO PROVIDE COMPREHENSIVE REGULATIONS RELATING TO THE USE OF GOLF CARTS ON DESIGNATED STREETS WITHIN THE TOWN; AMENDING CHAPTER 8CC “CODE ENFORCEMENT” TO INCLUDE CIVIL PENALTIES RELATED TO GOLF CART USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has given municipalities the right to designate streets within its boundaries for Golf Cart use; and

WHEREAS, the Town Council recognizes the needs of many citizens who enjoy the recreational advantages of Golf Cart use; and

WHEREAS, the Town Council also recognizes the environmental benefits associated with its citizens utilizing Golf Carts for trips within the Town rather than automobiles; and

WHEREAS the Town Council has determined 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 FOLLOWS¹:

Section 1. Findings. The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Amendment to Chapter 30 of the Town Code. The Town Council of the Town of Cutler Bay hereby amends Chapter 30 “Traffic and Motor Vehicles” of the Town Code of Ordinances by adding a new Section 30-422 as follows:

Section 30-422 GOLF CARTS

Sec. 30-422.1 Legislative Intent

It is the intent of this section to permit and regulate the use of Golf Carts within the Designated Streets of the Town.

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.

Sec. 30-422.2 Definitions.

Designated Streets. All streets within the Town, except for those streets listed in Exhibit “A” as well as the entirety of Old Cutler Road, US 1, and the Florida Turnpike.

Golf Cart. A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes as defined in Florida Statutes Chapter 316.003(68).

Permit. An official authorization designating that the Golf Cart to which the authorization is affixed meets the requirements of state law and the Town Code.

Prohibited Streets. Those streets listed in Exhibit “A” as well as the entirety of Old Cutler Road, US 1, and the Florida Turnpike.

Slow Moving Vehicles. Any vehicle designed for use and speeds less than 25 miles per hour.

Sec. 30-422.3 Authorized use.

(a) Licensed drivers may operate Golf Carts which have been issued Permits by the Town Police Department or a neighboring jurisdiction on all Designated Streets within the Town.

(b) A Permit to use a Golf Cart on a Designated Street does not allow entry onto private property or semi-private property, including retail parking lots, private roads or common areas in condominiums. Access to these areas may be regulated by the property owners and/or property managers.

(c) The storage of the Golf Carts shall not occur within ten feet of any property line that faces a street.

Sec. 30-422.4 Prohibited use.

The operation in the Town of any Golf Cart in the following manner or under the following conditions is prohibited:

(1) Without a valid, current driver's license;

(2) During hours between sunset and sunrise without being equipped with headlights, brake lights, turn signals, and a windshield;

(3) Without a valid, Permit issued by the Town Police Department or neighboring jurisdiction and registration sticker affixed to the Golf Cart on the rear fender.

(4) In violation of State or County traffic regulations;

(5) Anywhere on the roadway surface of the Prohibited Streets, except to cross those thoroughfares at marked intersections or intersections regulated by a traffic signal upon the Prohibited Streets solely for the purpose of reaching the immediate next intersection. The operation of Golf Carts upon Prohibited Streets pursuant to this subsection (5) shall be subject to authorization from Metro-Dade County pursuant to section 316.212(1) Florida Statutes;

(6) On the parks, bicycle paths, sidewalks, or swales of the Town;

(7) Parking in violation of posted regulations;

(8) Obstructing or interfering with normal traffic flow; and

(9) Carrying more passengers than those for which the Golf Cart was designed.

Sec. 30-422.5 Registration.

(a) All Golf Carts operated on Town Designated Streets must first be registered through the Town's Police Department or through a neighboring jurisdiction and a registration sticker must be placed on the rear fender of the golf cart.

(b) Registration of Golf Carts must be made by the owner who is at least 18 years of age.

(c) The owner of the Golf Cart will be charged an permit application/registration fee of \$60.00.

(d) Driving a Golf Cart without proper registration will result in a fine of \$150.00.

(e) A list of all Golf Cart registrations will be maintained by the Town's Police Department.

Sec. 30-422.6 Affidavit.

(a) Each Golf Cart owner shall provide an affidavit to the Town demonstrating that the Golf Cart meets all State law requirements prior to operating on a Designated Street

(b) Upon submitting a completed Permit application, affidavit, proof of insurance and the payment of a \$60.00 application fee, the Town Police Department shall issue a Permit to operate a Golf Cart.

Sec. 30-422.7 Required equipment.

A Golf Cart must be equipped with:

- (1) Efficient brakes;
- (2) Reliable steering apparatus;
- (3) Safe tires;
- (4) Rear view mirrors;
- (5) Red reflectorized warning devices, both in the front and the rear;
- (6) Rear stop lamps meeting the minimum standards of F.S. §316.234(1);
- (7) Turn signals meeting the minimum standards of F.S. § 316.234(2); and
- (8) Safety belts.

Sec. 30-422.8 Slow Moving Vehicles.

Golf Carts meeting the definition of Slow Moving Vehicle must also have a "SMV" triangular emblem attached to the Golf Cart.

Sec. 30-422.9 Operators.

Drivers must hold a current, valid driver's license in order to operate a Golf Cart upon the streets of the Town.

Sec. 30-422.10 Traffic laws.

(a) Operators of Golf Carts using Designated Streets within the Town are required to observe all traffic laws as if they were operating any other motor vehicle.

(b) While traveling on Designated Streets, operators and passengers of Golf Carts must comply with applicable State law as to the requirements and usage of safety belts and child restraint equipment.

(c) Owners and operators of Golf Carts shall comply with applicable State law pertaining to insurance requirements.

Sec. 30-422.11 Enforcement.

The Town Police Department shall be responsible for enforcing this section.

Section 3. Schedule of civil penalties amended. That the Town Code of the Town of Cutler Bay is hereby amended by amending Chapter 8CC "Code Enforcement", Section 8CC-10 "Schedule of civil penalties", to read as follows:

Sec. 8CC-10. Schedule of civil penalties.

<i>Code Section</i>	<i>Description of Violation</i>	<i>Civil Penalty</i>
***	***	***
<u>30-422.5</u>	<u>Driving a Golf Cart without current Town registration</u>	<u>\$150.00</u>
***	****	***

Section 4. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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

PASSED on first reading this _____ day of _____, 2010.

PASSED AND ADOPTED on second reading this _____ day of _____, 2010.

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 Vrooman _____

Vice Mayor Edward MacDougall _____

Council Member Timothy J. Meerbott _____

Council Member Ernest Sochin _____

Council Member Peggy Bell _____

TAB 9



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. 10- _____

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 18th day of November, 2009.

PASSED and ADOPTED on second reading this ____ day of _____, 2010.

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.

TAB 10

ORDINANCE NO. 10- _____

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 18th day of November, 2009.

PASSED AND ADOPTED on second reading this _____ day of _____, 2010.

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 _____