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RESOLUTION NO. 09-73

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH AUTO ELECTRIC SERVICE TO PROVIDE VEHICLE REPAIR AND MAINTENANCE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$10,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, to date, the Village fleet is made up of fourteen (14) vehicles consisting of eleven (11) trucks and three (3) shuttle buses; and,

**WHEREAS**, the Department of Public Works acknowledges the importance of ensuring that all of its vehicles operate smoothly and efficiently at the lowest possible cost and highest possible quality for the Village; and,

**WHEREAS**, The Village of Palmetto Bay is responsible for all repairs and maintenance of the eleven (11) trucks in the Village fleet and requires a contractor to repair and maintain all vehicles in the fleet; and,

**WHEREAS**, the Department of Public Works finds that it is both necessary and appropriate to retain a contractor to provide vehicle repair and maintenance; and,

**WHEREAS**, The Town of Cutler Bay issued Request for Proposals No. 09-03: Vehicle Repair and Maintenance Services; and,

**WHEREAS**, The Town of Cutler Bay selected Auto Service Electric to perform all the necessary work in the manner and form provided in the attached Bid Document RFP No. 09-03 dated February 2009 (see attached); and,

**WHEREAS**, pursuant to the Village's purchasing procedures, the Village may enter into contracts for services with Contractors when another public agency has already followed proper bid procedures; and,

**WHEREAS**, the Village has received authorization from Auto Service Electric to "piggy back" onto the existing Town of Cutler Bay, Vehicle Repair and Maintenance Services contract; and,

**WHEREAS**, Auto Electric Service has agreed to provide the necessary services and resources to the Village utilizing the same pricing, terms and conditions set forth in the agreement with the Town of Cutler Bay dated on the 20<sup>th</sup> day of February, 2009; and,

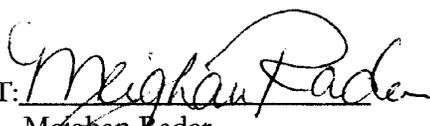
1           **WHEREAS**, the Administration is requesting authorization from the Village Council to  
2 enter into an agreement with Auto Service Electric to provide vehicle repair and maintenance  
3 services for the Village of Palmetto Bay; and,  
4

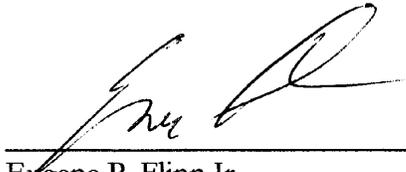
5           **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
6 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
7

8           Section 1: The Village Manager is authorized to enter into an agreement with Auto Service  
9 Electric regarding vehicle repair and maintenance for the Village fleet for Fiscal Year 2009-2010 in  
10 an amount not to exceed \$10,000.  
11

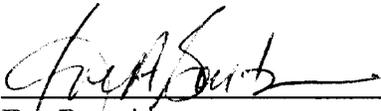
12           Section 2: This resolution shall take effect immediately upon approval.  
13

14  
15           **PASSED and ADOPTED** this 14th day of September, 2009.  
16

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19  
20           ATTEST:   
21                           Meighan Kader  
22                           Village Clerk  
23

  
\_\_\_\_\_  
Eugene P. Flinn Jr.  
Mayor  
24

25           **READ AND APPROVED AS TO FORM:**  
26

27  
28             
29                           Eve Boutsis  
30                           Village Attorney  
31

32  
33  
34           **FINAL VOTE AT ADOPTION:**  
35

- |  |            |
|--|------------|
| 36           Council Member Ed Feller          | <u>YES</u> |
| 37   |            |
| 38           Council Member Howard J. Tendrich | <u>YES</u> |
| 39   |            |
| 40           Council Member Shelley Stanczyk   | <u>YES</u> |
| 41   |            |
| 42           Vice-Mayor Brian W. Pariser       | <u>YES</u> |
| 43   |            |
| 44           Mayor Eugene P. Flinn, Jr.        | <u>YES</u> |
| 45   |            |

**Auto Electric Service**  
8950 SW 129 Terrace  
Miami, FL 33176  
Ph: 305.233.2888  
Fx: 305.238.3301

September 3, 2009

Village of Palmetto Bay  
Department of Public Works  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, FL 33157

Re: "Piggyback" Town of Cutler Bay

To Whom It May Concern:

Auto Electric Service authorizes the Village of Palmetto Bay to "piggyback" from Town of Cutler Bay Request for Proposals No. 09-03, titled "Vehicle Repair and Maintenance Services", dated Friday, February 10, 2009. Auto Electric Service will honor the Town of Cutler Bay contract pricing, terms and conditions for Village of Palmetto Bay vehicle repair and maintenance services. It will be a pleasure to do business with you.

If you have any questions please do not hesitate to contact me.

Sincerely,



Oscar Garcia  
President

**TOWN OF CUTLER BAY  
CONTRACT DOCUMENTS  
RFP# 09-03**

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**VEHICLE REPAIR AND MAINTENACE SERVICES**

**AUTO ELECTRIC SERVICE, INC.**

<b>1</b>	<b>ADVERTISEMENT FOR BIDS</b>
<b>2</b>	<b>GENERAL CONDITIONS</b>
<b>3</b>	<b>BID FORM</b>
<b>4</b>	<b>FIRM'S QUALIFICATIONS</b>
<b>5</b>	<b>AGREEMENT</b>
<b>6</b>	<b>TOWN RESOLUTION # 09-38</b>
<b>7</b>	<ul style="list-style-type: none"><li>• <b>CAMPAIGN FINANCE RESTRICTIONS</b></li><li>• <b>CONE OF SILENCE</b></li><li>• <b>LOBBYIST REGISTRATION</b></li></ul>
<b>8</b>	<ul style="list-style-type: none"><li>• <b>PUBLIC ENTITY CRIMES</b></li><li>• <b>NON-COLLUSION AFFIDAVIT</b></li><li>• <b>ANTI-KICKBACK AFFIDAVIT</b></li></ul>
<b>9</b>	<b>INSURANCE AND LICENSES</b>
<b>10</b>	<b>TOWN FLEET SCHEDULE</b>



**CONTRACT  
DOCUMENTS**

**AUTO ELECTRIC  
SERVICE**

**SECTION 1  
ADVERTISEMENT FOR  
BIDS**

**TOWN OF CUTLER BAY  
REQUEST FOR PROPOSALS  
09-03**

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**VEHICLE REPAIR AND MAINTENANCE SERVICES**

**SUBMITTAL DATE: FRIDAY, FEBRUARY 20, 2009  
TIME: 10:00 AM**

## REQUEST FOR PROPOSALS

09 - 03

### VEHICLE REPAIR AND MAINTENANCE SERVICES TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting proposals from qualified firms to provide for the Vehicle Repair and Maintenance Services for the Town of Cutler Bay. Interested firms should visit the Town's website at [www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov) to obtain the Request for Proposal package. Packages may also be picked up at the following location:

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

Sealed submittals including one (1) original and four (4) copies of the submittals must be received no later than 10:00 a.m. on Friday, February 20, 2008 and be clearly marked on the outside, "RFP 09-03 Vehicle Repair and Maintenance Services", by Erika Gonzalez-Santamaria, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189. Late submittals and electronic submittals will not be accepted.

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

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

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

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Steven J. Alexander  
Town Manager





**CONTRACT  
DOCUMENTS**

**AUTO ELECTRIC  
SERVICE**

**SECTION 2  
GENERAL CONDITIONS**

**PUBLIC WORKS DEPARTMENT**  
**RFP # 09-03**  
**VEHICLE REPAIR AND MAINTENANCE SERVICES**

**Scope of Work (summary):** The work covered by this specification consists of furnishing all material, labor, and equipment in performing all operations necessary in connection with the repair and maintenance of Town of Cutler Bay vehicles.

**General Provisions:** The successful Contractor(s) must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The Town's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted or the Town may select more than one contractor. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

**Quality Assurance:** The Town of Cutler Bay may inspect work and reject unsatisfactory or defective material or work at any time during progress of work. The contractor is expected to correct any deficiencies as soon as possible after notification.

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

## SCOPE OF WORK (detailed)

**General Provisions:** The successful contractor must be able to perform general and preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The Town's preference is to have a primary Contractor that has the ability to perform all required services if possible. However, work may be sub-contracted. When sub-contractors are used, the Contractor is primarily responsible for performance including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

The Contractor must have the ability to provide required preventative maintenance and repair service listed below:

**A. Preventative Maintenance**

The Town vehicles are routinely driven in short distance; frequent start/stop; and long idle periods. The average annual usage is normally around 10,000 miles for general purposes vehicles.

**B. Repairs and Maintenance**

Provide service/repairs to all common mechanical and electrical systems as needed.

**C. Transport of Vehicles for Service**

- Contractor is responsible for transport (pickup and deliver) of vehicles for all preventative and scheduled services from the following location: Town Hall 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189
- For non-scheduled emergency service, courtesy transportation for customer to and from Town facilities and other locations within Town limits.
- For vehicles not drivable, additional towing charge may be billed upon approval of authorized Town staff.

**D. Conditions on Required Services**

- 24-hour turn-around on common repairs (including brakes, etc.) and routine maintenance.
- Provide adequate inventory on special parts to ensure minimum turn-around on non-common repairs.
- Wash and vacuum vehicle after each service.

**E. Repair Order Content and Procedure**

The Contractor shall provide repair orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimate cost signed by the Town staff upon pick-up/drop-off. A confirming copy with final cost shall be mailed to Town upon completion, and a billing copy shall be sent to the Town with the monthly statement.
- Actual work/cost above written estimate requires Town approval prior to work start.
- Authorization of work by designated Town's Fleet Coordinator or designee is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - Date work performed
  - Vehicle and/or license #, make/model
  - Vehicle mileage at time of service/repair
  - Date in/ date out/ time completed
  - Detail type of service, hours, material used, and cost associated with each
  - Subcontracted repair orders containing same information shall be attached to contractor repair order.
- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 90 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within two (2) working days

after notification by the Town's Fleet Coordinator.

- Warranty and subcontracted repair orders need to be provided by the Contractor. Contractor is prime contractor; however, subcontractors may be used by Contractor. Contractor assumes responsibility for work of subcontractors. The charges for such services to the Town shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less.

**F. Hours of Operation**

The Town has a number of services that are active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.

**G. Quarterly Reports of Repairs/Maintenance**

The Contractor shall submit a quarterly report listing all repairs and maintenance performed on each vehicle within 30 calendar days at the end of each quarter.

The report shall contain, at a minimum, the following information for each service provided in table format, submit one (1) hard copy and also one (1) copy of an electronic file (excel or access preferred):

- Work order number, vehicle number, and current mileage
- Service order, date and time
- Service completion, date and time
- Vehicle pick-up and return, date and time
- Service provided and costs (breakdown by labor and material)

**EVALUATION OF PROPOSALS – SELECTION CRITERIA**

**Criteria.....Weight**

1. Price.....50%

Proposers should complete section 13 of the attached agreement, enclose in an opaque envelope, and submit as part of their RFP. Price will be evaluated once the other two criteria listed below are completed.

2. Ability, experience, financial resources, location, availability.....30%

History of successfully completing contracts of this type, location of company and ease of

access, meeting projected deadlines and experience in similar work, location, hours of operation, the character, integrity, reputation, judgment and efficiency of the Contractor. The Town may ask to inspect proposer's facilities as part of this evaluation.

3. Responsiveness of the written proposal.....20%  
 Completeness and clarity of all required submittal information contained in RFP package and any supplemental information provided by Contractor that will demonstrate the quality of services. All addenda must be acknowledged as well.

**Total Criteria Weight.....100%**

**Each proposal will be independently evaluated on Factors 1 through 3.**

Below is a list of all Town vehicles that shall be maintained under this bid/contract. Changes to the list may be made at any time such as additional vehicles or replacement vehicles.

YEAR	MAKE	MODEL	VIN#
2009	FORD	ESCAPE (HYBRID)	1FMCU49399KA17883
2009	FORD	ESCAPE (HYBRID)	1FMCU49379KA17882
2008	FORD	PICKUP (F-250 DIESEL)	1FTSX21R78ED85942
2007	CHEVY	TAHOE	1GNFK13077R344346
2007	CHEVY	PICKUP (2500)	1GCHK29K67E506300
2007	CHEVY	PICKUP (1500)	1GCEC14C97Z642875
2007	CHEVY	PICKUP (1500)	1GCEC14C67Z638637
2001	DODGE	PICKUP (2500)	1B7HF13YO1J601283
2000	FORD	CROWN VICTORIA	2FAPP71W8YX102635
1996	DODGE	PICKUP (1500)	1B7HC16X7TS717914
1996	INTL	71 PASS SCHOOL BUS	1HVBDNOTH383207
1996	INTL	71 PASS SCHOOL BUS	1HVBDABNOTH383191
1996	INTL	29 PASS SCHOOL BUS	1HVBBABK5TH383327
1996	INTL	71 PASS SCHOOL BUS	1HVBDABN2TH383189
1996	INTL	29 PASS SCHOOL BUS	1HVBRABK3TH383326



**CONTRACT  
DOCUMENTS**

**AUTO ELECTRIC  
SERVICE**

**SECTION 3  
BID FORM**

**CONTRACTOR'S SCHEDULE OF FEES**

**OIL CHANGE**

\$ 14.95

Must include:

- Change the vehicle's oil with required by manufacturer quarts of top quality motor oil\*
- Replace the oil filter with top quality filter\*
- Inspect the wiper blades and replace, if needed (do not include price of parts)
- Vacuum the interior floors
- Clean the exterior windows
- Lubricate all grease fittings (if needed)
- Check & fill (if needed) brake fluid
- Check & fill (if needed) transmission / transaxle fluid
- Check & fill (if needed) differential and coolant fluid
- Check & fill (if needed) power steering fluid
- Check & fill (if needed) windshield wash fluid
- Check & fill (if needed) battery water
- Check & inflate the tires to proper pressure and condition
- Check all exterior lights

\* Both must meet manufacturer recommendations. Specify product details in proposal. This proposal will include all disposal and environmental fees.

**OTHER MAINTENANCE (Include any and all shop supply fees & labor costs)**

REPLACEMENT OF PVC VALVE

\$ 3.85

REPLACEMENT OF FUEL FILTER

\$ 7.42

**REPLACEMENT OF BRAKES/BRAKE PARTS**

- Front Slotted Disc Brakes (full: - all parts and labor)
- Rear Disc Brakes (full: - all parts and labor)
- Rear Drum Brakes (full: - all parts and labor)
- Turn Brake Drums (per pair)
- Turn/Cut Rotors (per pair)
- Replace Rotors (per pair; full: - all parts and labor)
- Rebuild Wheel Cylinders (each)
- Rebuild Master Cylinder
- Flush Brake Fluid

\$ 69.95

\$ 69.95

\$ 100.00

\$ 8 -

\$ 8 -

\$ 80 -

\$ 25.50

\$ 89. -

\$ 19.95

REPLACEMENT OF AIR FILTER	\$ <u>10-</u>
RADIATOR FLUSH (Include Fluid)	\$ <u>19.95</u>
AIR CONDITIONING SERVICE (Include 1 lb of Freon)	\$ <u>15-</u>
SERPENTINE BELT REPLACEMENT	\$ <u>29.95</u>
TRANSMISSION (Drain/Replace Fluid/Replace Filter)	\$ <u>24.95</u>
TUNE-UP (Including Plugs) any and all shop fees & labor costs)	
• Specify price when bidding for each:	
Four (4) cylinder	\$ <u>39.95</u>
Six (6) cylinder	\$ <u>49.95</u>
Eight (8) cylinder	\$ <u>59.95</u>
Diesel motors (international engines)	\$ <u>230.-</u>
BATTERY (HD)- HEAVY DUTY	
• Replacement (Must meet manufacturer AMP specifications for vehicle)	\$ <u>59.75</u>
• On-board diagnostic inspections	\$ <u>19.95</u>
ALTERNATOR REPLACEMENT	\$ <u>150-</u>
ALIGNMENTS	
• Front Pair (2 Wheel)	\$ <u>35-</u>
• Rear Pair (2 Wheel)	\$ <u>39.95</u>
• Front and Rear (4 Wheel)	\$ <u>49.95</u>
SHOCKS	
• Front	\$ <u>92.80</u>
• Rear	\$ <u>92.80</u>
TIRES	
• Repair (specify type of repair: interior patch or equivalent)	\$ <u>9.95</u>
• Remove & Replace	\$ <u>5-</u>
• Balance	\$ <u>5-</u>
• Rotate (with inspection of brakes)	\$ <u>9.95</u>

- Road repair service for tire repairs/replacement \$ 5-
- COMPUTER DIAGNOSTIC ASSESSMENT \$ 19.95
- LABOR RATE/HOUR FOR NON-LISTED REPAIRS \$ 67.50
- EMERGENCY ROAD SERVICE-DURING NORMAL BUSINESS HOURS 25-
- EMERGENCY TOWING CHARGE (Flat Rate) \$ 60-
- PERCENTAGE DISCOUNT OFF LIST PRICE OF PARTS 10 %

SECTION 14. SERVICE LEVEL

The CONTRACTOR agrees to provide services according to the vehicle manufacturer's recommended service levels.

SECTION 15. SPECIAL SERVICE

Specify any special service provided to expedite the maintenance of repairs of police vehicles such as priority service, pickup and delivery, etc.

We offer Road Service, Pick up & Delivery, Tow Service

SECTION 16. LICENSING

The CONTRACTOR must maintain a current occupational license to conduct a vehicle repair facility in the Town of Cutler Bay or other jurisdiction where the maintenance facility is actually located and comply with any requirements of such license.

SECTION 17. ENTIRE AGREEMENT

This Agreement, together with all pertinent documentation including bid specifications and related materials shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.



**CONTRACT  
DOCUMENTS**

**AUTO ELECTRIC  
SERVICE**

**SECTION 4  
FIRM'S  
QUALIFICATIONS**

**Technical Expertise and Specialized Equipment:** As a part of the evaluation of this proposal, the effectiveness of the equipment or techniques being proposed to do this service shall be evaluated by the Town's Representative. Please specify the number of maintenance employees, any special certifications or ratings that they have and any special equipment that is available to service Town Vehicles such as electronic service monitors, diagnostic scanners/computers, front end alignment equipment, etc.

Fuel Analyzer, Charge System, (2) Computer Diagnostic Analyzer, A/C Charging System R134 (3) - Cooling System Flush - Trans Flush service - Fuel Injector Cleaning Unit - Brake Fluid Flush Unit - Engine Oil Flush - Computerized Alignment - Lathe Machine - High Speed Balance up to 24" Rims - Milling Machine  
(3) ASE Certificate Mechanics (5) Apprentice Mechanics  
(3) Road Services Vehicles.

**References:-** All qualified bidders must submit a list of at least three firms, organizations, or major customers to which they have supplied Vehicle Maintenance Services on a regular basis within the past three years. Along with this information should be supplied the name, address and the phone number of each reference listed.

Reference #1: United State Postal Service  
2250 N.W. 72 Ave  
Miami, Fl. 33152-9891  
(305) 470-0200

Reference #2: Department of Transportation  
District Six Maintenance  
1000 N.W. 111 Ave  
Miami, Fl. 33172  
(305) 470-6713

Reference #3: TRULY NOLEN  
8777 SW 134 ST  
Miami, Fl. 33176  
(305) 257-2420

Any other information that is relevant to the selection criteria described in the RFP may be



**CONTRACT  
DOCUMENTS**

**AUTO ELECTRIC  
SERVICE**

**SECTION 5  
AGREEMENT**

## AGREEMENT FOR PROFESSIONAL SERVICES

### Vehicle Maintenance and Services

THIS AGREEMENT, made and entered into on the ~~14~~<sup>20</sup> day of ~~FEB~~<sup>MAY</sup> 2009 by and between the Town of Cutler Bay, Dade County, Florida, party of the first part (hereinafter called "TOWN"), and Auto Electric, party of the second part (hereinafter called "CONTRACTOR");

#### RECITALS:

The TOWN wants to engage the CONTRACTOR to perform certain professional services as described in this Agreement in specific accordance with the Contractors Fee Schedule and with SECTION 2, Scope of Services, in this Agreement. The CONTRACTOR wants to provide such Specified Services in connection with the Maintenance and Repair of Cutler Bay Vehicles.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

#### SECTION 1. DEFINITIONS

- a) Repairs: Shall mean any non-warranty or non-emergency repairs.
- b) Town Vehicle: Shall mean any Town owned or leased vehicle for which the Town is responsible for providing maintenance.
- c) Town: Shall mean the Town of Cutler Bay, Miami-Dade County, Florida.
- d) Town's Representative: The Town's representative for the administration of this agreement shall be the Town Manager or his designee.
- e) Contractor: The company selected to perform commercial Town Vehicle Repair and Maintenance Services, other than warranty repairs or emergency repairs.

#### SECTION 2. SCOPE OF SERVICES

This AGREEMENT is a franchise to do all commercial Town Vehicle Repair and

Maintenance Services, other than warranty repairs or emergency repairs.

**SECTION 3. TERM**

- a) The duration of this AGREEMENT shall be three (3) years from the date of signing of the AGREEMENT by all parties.
- b) This AGREEMENT may be extended for one (1) subsequent year by mutual written consent of both parties given ninety (90) days prior to the expiration of the AGREEMENT.

**SECTION 4. ASSIGNMENT**

This Agreement shall not be assignable by the CONTRACTOR.

**SECTION 5. PROHIBITION AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement unless approved by the Manager of the Town of Cutler Bay.

**SECTION 6. TERMINATION**

This Agreement may be terminated by the TOWN upon five (5) days' written notice with or without cause and by the CONTRACTOR upon 30 days' written notice with or without cause. If this Agreement is terminated, the CONTRACTOR shall be paid in accordance with the provisions of SECTION 13 of this contract for all acceptable work performed up to the date of termination.

**SECTION 7. LOCATION**

The actual repair facility shall be located either within the corporate limits of the Town of Cutler Bay or no further than six (6) miles outside such limits. Timely and efficient access to the maintenance facility by being located closer to the Town may be a consideration in award of this

contract.

**SECTION 8. ADMINISTRATION**

Any and all forms, records and reports required by this AGREEMENT shall be of a form and nature determined by the TOWN and shall be maintained or provided in whatever manner dictated by the TOWN. Such records as may be required to be maintained by the CONTRACTOR, including repair invoices broken down by, vehicle number, labor and parts charges, shall be open to inspection by the TOWN, without notice, at anytime during normal business hours.

All reports required pursuant to this AGREEMENT shall be maintained by the CONTRACTOR and are subject to inspection for at least one (1) year after the termination date of this AGREEMENT. The service records are to be kept by vehicle number for the duration of the contract with copies provided to the TOWN with each invoice.

**SECTION 9. SERVICE AVAILABILITY**

The CONTRACTOR shall provide Vehicle Repair Services a minimum of six (6) days a week, from at least 8:00 a.m. to 5:00 p.m. on normal business weekdays and at least 9:00 a.m. to 1:00 p.m. on normal business Saturdays. Specify the hours and days that service is provided.

DAYS OF SERVICE M-F 7 TO 7 SAT 8-1  
HOURS OF SERVICE 12 Hrs.

**SECTION 10. INSURANCE REQUIREMENTS**

During the term of this AGREEMENT the CONTRACTOR shall be required to maintain the following insurance coverage:

Bodily Injury	\$250,000 each person
Bodily Injury	\$500,000 each accident
Property Damage	\$100,000 each occurrence
Automobile Liability	\$100,000 each person
Bodily Injury	\$300,000 each occurrence
Property Damage (Fire/Theft)	\$100,000 each accident
Workers' Compensation	As required by law employer's liability \$100,000 each employee, each accident and \$100,000 each employee/\$500,000 policy limit for disease.

Completed Operations Coverage     \$1,000,000 each occurrence

#### SECTION 11. APPEALS

The Town Manager or his designee, shall serve as the TOWN'S Representative in all matters concerning the administration of this AGREEMENT. Any disputes concerning the legitimacy of charges under this AGREEMENT may be appealed to the TOWN'S Representative who shall be authorized to resolve them and whose decision shall be final. Nothing in this provision shall preclude any party from appealing any decision of the TOWN'S Representative to a court of competent jurisdiction.

#### SECTION 12. PERFORMANCE REQUIREMENTS

The CONTRACTOR shall be required to:

- A. Comply with all of the terms and conditions of this AGREEMENT.
- B. Maintain accessibility to the maintenance facility pursuant to the requirements of this AGREEMENT.
- C. Maintain the same level of performance as proposed in the proposal throughout the term of the contract.
- D. Maintain all vehicles per manufacturer's suggested service intervals using only factory recommended parts and products.
- E. Earn and retain their ASE (Automotive Service Excellence) certification.

#### SECTION 13. FEES

The CONTRACTOR shall agree to bill the TOWN, on a monthly basis detailing the specific services provided, for the collection of all authorized fees allowable under this AGREEMENT. Copies of all signed invoices must be submitted with this bill. The original invoice must be kept on file by the contractor pursuant to SECTION 8.

The CONTRACTOR agrees that the following schedule of fees shall be the maximum amount which CONTRACTOR may charge for Vehicle Repair and Maintenance Services provided by CONTRACTOR as set forth in this AGREEMENT.

CONTRACTOR'S SCHEDULE OF FEES

**OIL CHANGE**

\$ 14.95

**Must include:**

- Change the vehicle's oil with required by manufacturer quarts of top quality motor oil\*
- Replace the oil filter with top quality filter\*
- Inspect the wiper blades and replace, if needed (do not include price of parts)
- Vacuum the interior floors
- Clean the exterior windows
- Lubricate all grease fittings (if needed)
- Check & fill (if needed) brake fluid
- Check & fill (if needed) transmission / transaxle fluid
- Check & fill (if needed) differential and coolant fluid
- Check & fill (if needed) power steering fluid
- Check & fill (if needed) windshield wash fluid
- Check & fill (if needed) battery water
- Check & inflate the tires to proper pressure and condition
- Check all exterior lights

\* Both must meet manufacturer recommendations. Specify product details in proposal. This proposal will include all disposal and environmental fees.

**OTHER MAINTENANCE (Include any and all shop supply fees & labor costs)**

**REPLACEMENT OF PVC VALVE**

\$ 3.85

**REPLACEMENT OF FUEL FILTER**

\$ 7.42

**REPLACEMENT OF BRAKES/BRAKE PARTS**

- Front Slotted Disc Brakes (full: - all parts and labor)
- Rear Disc Brakes (full: - all parts and labor)
- Rear Drum Brakes (full: - all parts and labor)
- Turn Brake Drums (per pair)
- Turn/Cut Rotors (per pair)
- Replace Rotors (per pair; full: - all parts and labor)
- Rebuild Wheel Cylinders (each)
- Rebuild Master Cylinder
- Flush Brake Fluid

\$ 69.95  
\$ 69.95  
\$ 100.00  
\$ 8-  
\$ 8-  
\$ 80-  
\$ 25.50  
\$ 89.-  
\$ 19.95

REPLACEMENT OF AIR FILTER

\$ 10-

RADIATOR FLUSH (Include Fluid)

\$ 19.95

AIR CONDITIONING SERVICE (Include 1 lb of Freon)

\$ 15-

SERPENTINE BELT REPLACEMENT

\$ 29.95

TRANSMISSION (Drain/Replace Fluid/Replace Filter)

\$ 24.95

TUNE-UP (Including Plugs) any and all shop fees & labor costs)

- Specify price when bidding for each:

Four (4) cylinder

\$ 39.95

Six (6) cylinder

\$ 49.95

Eight (8) cylinder

\$ 59.95

Diesel motors (international engines) \$ 230.-

BATTERY (HD)- HEAVY DUTY

- Replacement  
(Must meet manufacturer AMP specifications for vehicle)
- On-board diagnostic inspections

\$ 59.95

\$ 19.95

ALTERNATOR REPLACEMENT

\$ 150-

ALIGNMENTS

- Front Pair (2 Wheel)
- Rear Pair (2 Wheel)
- Front and Rear (4 Wheel)

\$ 35-

\$ 39.95

\$ 49.95

SHOCKS

- Front
- Rear

\$ 92.80

\$ 92.80

TIRES

- Repair (specify type of repair: interior patch or equivalent)
- Remove & Replace
- Balance
- Rotate (with inspection of brakes)

\$ 9.95

\$ 5-

\$ 5-

\$ 9.95

- Road repair service for tire repairs/replacement \$ 5-
- COMPUTER DIAGNOSTIC ASSESSMENT \$ 19.95
- LABOR RATE/HOUR FOR NON-LISTED REPAIRS \$ 67.50
- EMERGENCY ROAD SERVICE-DURING NORMAL BUSINESS HOURS 25-
- EMERGENCY TOWING CHARGE (Flat Rate) \$ 60-
- PERCENTAGE DISCOUNT OFF LIST PRICE OF PARTS 10 %

SECTION 14. SERVICE LEVEL

The CONTRACTOR agrees to provide services according to the vehicle manufacturer's recommended service levels.

SECTION 15. SPECIAL SERVICE

Specify any special service provided to expedite the maintenance of repairs of police vehicles such as priority service, pickup and delivery, etc.

We offer Road Service, Pick up & Delivery, Tow Service

SECTION 16. LICENSING

The CONTRACTOR must maintain a current occupational license to conduct a vehicle repair facility in the Town of Cutler Bay or other jurisdiction where the maintenance facility is actually located and comply with any requirements of such license.

SECTION 17. ENTIRE AGREEMENT

This Agreement, together with all pertinent documentation including bid specifications and related materials shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

SECTION 18. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws necessary to perform the Specified Services.

CONTRACTOR:

AUTO Electric Service  
8745 SW 129 TER.  
MIAMI, FL. 33176  
Phone: (305) 233-2888 Fax: (305) 238-3301

SECTION 14: INDEMNIFICATION

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

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

SECTION 15. GOVERNING LAW

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

fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONTRACTOR:

*AVTD Electric Service*  
*8745 SW 129 Ter*  
*MIAMI, FL 33176*  
Phone: ~~233-238~~ Fax: ~~305-238-3301~~

By:

*Susomo Defino*  
*Noel Becerra*

Attest:

*Eun O'Donnell*

TOWN:

TOWN OF CUTLER BAY  
Steven J. Alexander, Town Manager  
10720 Caribbean Blvd., Suite #105  
Cutler Bay, Florida 33189

By:

*[Signature]*  
Steven J. Alexander  
Town Manager

Attest:

*[Signature]*  
Erika Gonzalez-Santamaria  
Town Clerk





**CONTRACT  
DOCUMENTS**

**AUTO ELECTRIC  
SERVICE**

**SECTION 6  
TOWN RESOLUTION  
#09-38**

**RESOLUTION NO. 09-38**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AWARDED CONTRACT FOR VEHICLE REPAIR AND MAINTENANCE TO AUTO ELECTRIC SERVICE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST RANKED COMPANY AUTO ELECTRIC SERVICE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Cutler Bay ("Town") finds that it is both necessary and appropriate to retain a contractor to provide vehicle repair and maintenance services to the Town; and

**WHEREAS**, the Town Council acknowledges the importance of ensuring that all of its vehicles operate smoothly and efficiently at the lowest possible cost to, and highest possible quality for, the Town; and

**WHEREAS**, the Town Council authorized the issuance of a Request for Proposals (RFP) for Vehicle Repair and Maintenance Service; and

**WHEREAS**, sealed proposals were received by the published deadline; and

**WHEREAS**, pursuant to the RFP competitive selection process utilized by the Town and the recommendation of the Town Manager, the Town Council desires to utilize the services of first ranked firm, Auto Electric Service (the "Contractor"), to provide vehicle repair and maintenance service; and

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

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

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

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

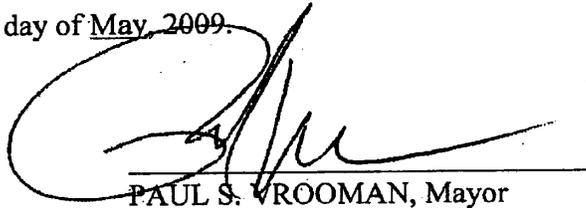
**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of the Agreement.** The Town Council hereby approves the contract with the first ranked contractor, Auto Electric Service, for vehicle repair and maintenance services, in substantially the form attached hereto as Exhibit "A" (the "Agreement").

**Section 3. Town Manager Authorized.** The Town Manager is authorized, on behalf of the Town, to negotiate and execute the vehicle repair and maintenance services contract with Auto Electric Service, for vehicle repair and maintenance services, in substantially the form attached hereto as Exhibit "A". The Town Manager is authorized to execute the Agreement without further Town Council action and once approved by the Town Attorney as to form and legal sufficiency.

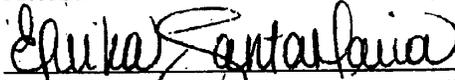
**Section 4. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 20<sup>th</sup> day of May, 2009.



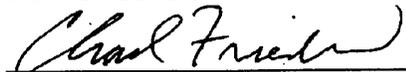
PAUL S. VROOMAN, Mayor

Attest:



ERIKA GONZALEZ-SANTAMARIA, CMC  
Town Clerk

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF THE  
TOWN OF CUTLER BAY ONLY:



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

Moved By: Councilmember Meerbott  
Seconded By: Councilmember Bell



FINAL VOTE AT ADOPTION:

Mayor Paul S. Vrooman YES

Vice Mayor Edward P. MacDougall YES

Councilmember Peggy R. Bell YES

Councilmember Timothy J. Meerbott YES

Councilmember Ernest N. Sochin YES



# **CONTRACT DOCUMENTS**

## **AUTO ELECTRIC SERVICE**

### **SECTION 7**

- **CAMPAIGN FINANCE  
RESTRICTIONS**
- **CONE OF SILENCE**
- **LOBBYIST  
REGISTRATION**

**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.

### Cone of Silence

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

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

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

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

The Cone of Silence shall not apply to:

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

or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

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

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

#### **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). Please contact the Town Clerk at (305) 234-4262 for additional information.

[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]



# **CONTRACT DOCUMENTS**

## **AUTO ELECTRIC SERVICE**

### **SECTION 8**

- **PUBLIC ENTITY CRIMES**
  - **NON COLLUSION  
AFFIDAVIT**
  - **ANTI KICKBACK  
AFFIDAVIT**

**TOWN OF CUTLER BAY**  
**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**  
**SECTION 287.133(3)(a), FLORIDA STATUTES**

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

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

by SUSANA DELIMA, Service Manager  
[print individual's name and title]

for AUTO ELECTRIC SERVICE  
[print name of entity submitting sworn statement]

whose business address is

8745 SW 129 TER  
MIAMI, FL. 33176

and (if applicable) its Federal Employer Identification Number (FEIN) is 651074936

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

signing this sworn statement: Susana Delima)

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

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

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

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

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

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

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

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

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

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

Susana Defina  
Signature of Entity Submitting Sworn Statement

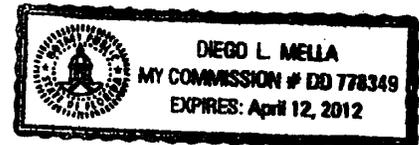
Sworn to and subscribed before me this 19 day of February, 2009.

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

OR produced identification  Notary Public - State of Florida

Drivers License My commission expires 4-12-2012  
(type of identification)

[Signature]  
(Printed, typed or stamped Commissioned name notary public)



**TOWN OF CUTLER BAY**  
**NON-COLLUSION AFFIDAVIT**

State of Florida }

} SS:

County of Miami-Dade

Susana Delima being first duly sworn, deposes and says that:

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

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

Signed, sealed and delivered

in the presence of:

Karissa Draxten  
Witness

Emmeline Rodriguez  
Witness

By: Susana Delima

SUSANA DELIMA

(Printed Name)

Service Manager

(Title)



attached to this document.

**TOWN OF CUTLER BAY  
ANTI-KICKBACK AFFIDAVIT**

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and Auto Electric Service or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Susana Defina  
Title: Service Manager

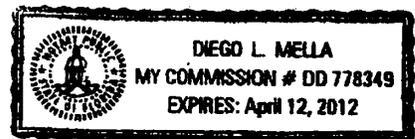
Sworn and subscribed before this

19 day of February, 2009

[Signature]  
\_\_\_\_\_  
Notary Public, State of Florida

Diego L. Mella  
\_\_\_\_\_  
(Printed Name)

My commission expires: 04-12-2011





**CONTRACT  
DOCUMENTS**

**AUTO ELECTRIC  
SERVICE**

**SECTION 9  
INSURANCE AND  
LICENSES**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID: <b>AM AUTOE02</b>	DATE (MM/DD/YYYY) <b>05/21/09</b>
<b>PRODUCER</b>  FILER INSURANCE, INC. 9440 S.W. 77 Avenue Miami, FL 33156 Phone: 305-270-2100 Fax: 305-270-2195		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b>  Auto Electric Service USA Inc. Mr. Oscar Garcia 8745 SW 129 Terrace Miami FL 33176		<b>INSURERS AFFORDING COVERAGE</b>  INSURER A: Business First Insurance Co.  INSURER B:  INSURER C:  INSURER D:  INSURER E:	<b>NAIC #</b>      

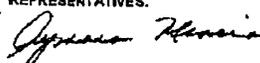
**COVERAGES**

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

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC-0705091	05/07/09	05/07/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b> Auto Repair Shop						

**CERTIFICATE HOLDER**

**CANCELLATION**

TOWNC03  Town of Cutler Bay 10720 Caribbean Blvd., #105 Cutler Bay FL 33189	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.   Aymara Mencia A269211
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/22/09PRODUCER Galloway Insurance  
12884 SW 87 Ave  
Miami, FL 33176  
Phone (305)255-1861 Fax (305)255-1767INSURED AUTO ELECTRIC SERVICE, INC.  
8750 S.W. 129th Terrace  
Miami, FL 33176  
2ND ADDRESS—8745 S.W 129TH TERRACE

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

INSURERS AFFORDING COVERAGE NAIC #  
INSURER A: \_\_\_\_\_  
INSURER B: \_\_\_\_\_  
INSURER C: GRANADA INS. CO. \_\_\_\_\_  
INSURER D: \_\_\_\_\_  
INSURER E: \_\_\_\_\_  
INSURER F: \_\_\_\_\_**COVERAGES**

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
B	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/>	<b>GARAGE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO	0185FL00013723	04/21/09	04/21/10	AUTO ONLY - EA ACCIDENT 1, million OTHER THAN EA ACC 1, million AUTO ONLY: AGG 1, million
D	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
E		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
F		<b>OTHER</b> <b>GARAGEKEEPERS</b>				60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE ACTUAL INSURANCE POLICY AT THE TIME OF ISSUANCE—ADDITIONAL INSURED: TOWN OF CUTLER BAY 10720 CARIBBEAN BLVD. SUITE #105, CUTLER BAY, FLORIDA 33189**CERTIFICATE HOLDER**TOWN OF CUTLER BAY  
10720 CARIBBEAN BLVD. SUITE #105  
CUTLER BAY, FLORIDA 33189**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) QF

© ACORD CORPORATION 1988

MIAMI-DADE COUNTY 2009 LOCAL BUSINESS TAX RECEIPT 2009  
TAX COLLECTOR MIAMI-DADE COUNTY - STATE OF FLORIDA  
140 W. FLAGLER ST. EXPIRES SEPT. 30, 2009  
14th FLOOR MUST BE DISPLAYED AT PLACE OF BUSINESS  
MIAMI, FL 33130 PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10  
THIS IS NOT A BILL-DO NOT PAY

173842-7 RENEWAL 622212-9  
RECEIPT NO.

BUSINESS NAME / LOCATION  
AUTO ELECTRIC SERVICE  
8745 SW 129 TERR  
33176 UNIN DADE COUNTY

OWNER  
NESTORS PROF SERVICE INC  
Sec. Type of Business  
214 RETAIL SALES EMPLOYEE/S  
2

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

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR:  
03/02/2009  
89010032001  
000193.75

SEE OTHER SIDE

DO NOT FORWARD

AUTO ELECTRIC SERVICE  
NESTORS PROF SERVICE INC  
8745 SW 129 TERR  
MIAMI FL 33176



MIAMI-DADE COUNTY 2009 LOCAL BUSINESS TAX RECEIPT 2009  
TAX COLLECTOR MIAMI-DADE COUNTY - STATE OF FLORIDA  
140 W. FLAGLER ST. EXPIRES SEPT. 30, 2009  
14th FLOOR MUST BE DISPLAYED AT PLACE OF BUSINESS  
MIAMI, FL 33130 PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10  
THIS IS NOT A BILL-DO NOT PAY

173842-7 RENEWAL 173842-7  
RECEIPT NO.

BUSINESS NAME / LOCATION  
AUTO ELECTRIC SERVICE  
8745 SW 129 TERR  
33176 UNIN DADE COUNTY

OWNER  
NESTORS PROF SERVICE INC  
Sec. Type of Business  
215 SERVICE BUSINESS EMPLOYEE/S  
1

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

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR:  
03/02/2009  
09010032802

DO NOT FORWARD

AUTO ELECTRIC SERVICE  
NESTORS PROF SERVICE INC  
8745 SW 129 TERR  
MIAMI FL 33176

MIAMI-DADE COUNTY 2009 LOCAL BUSINESS TAX RECEIPT 2009  
TAX COLLECTOR MIAMI-DADE COUNTY - STATE OF FLORIDA  
140 W. FLAGLER ST. EXPIRES SEPT. 30, 2009  
14th FLOOR MUST BE DISPLAYED AT PLACE OF BUSINESS  
MIAMI, FL 33130 PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10  
THIS IS NOT A BILL-DO NOT PAY

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

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

464885-4 RENEWAL  
BUSINESS NAME / LOCATION  
AUTO ELECTRIC SERVICE  
8745 SW 129 TERR  
33176 UNIN DADE COUNTY

RECEIPT NO. 485262-1

OWNER  
NESTORS PROF SERVICE INC

Sec. Type of Business  
215 SERVICE BUSINESS EMPLOYEE/S  
1

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

DO NOT FORWARD

AUTO ELECTRIC SERVICE  
NESTORS PROF SERVICE INC  
8745 SW 129 TERR  
MIAMI FL 33176

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX COLLECTOR:  
03/02/2009  
09010033001  
000193.75

SEE OTHER SIDE



AUTO ELECTRIC  
8745 SW 129 TERRACE  
MIAMI, FL 33176  
PHONE: (305) 233-2888  
FAX: (305) 238-3301  
E-MAIL AUTO\_SVC@BELLSOUTH.NET

Dear Valued Customer:

Auto Electric has been servicing the South Florida Community and United Post Office vehicles for the past 30 years. We also starting servicing the Department Of Transportation (district six) for Doral and DOT South , Miami-Dade County School Buses, The Pinecrest Village ,and Truly Nolen. We are registered as vendor for the Miami-Dade County.

We know you have many choices today, and we appreciate you choosing Auto Electric Services to meet your vehicle repair needs. Our goal is to make the experience as pleasant, easy and convenient for you as possible. Hopefully, we will achieve that for you, and you will choose Auto Electric for your future Electrical and Mechanical needs.

Sincerely,

Auto Electric Service Inc.

A handwritten signature in cursive script that reads "Susana Delima". The signature is written in dark ink and is positioned above the printed name and title.

Susana Delima  
Service Manager



**CONTRACT  
DOCUMENTS**

**AUTO ELECTRIC  
SERVICE**

**SECTION 10  
TOWN FLEET  
SCHEDULE**



**TOWN VEHICLES**

YEAR	MAKE	MODEL	VIN #	DEPARTMENT
2009	SATURN	VUE (Hybrid)	3GSCL93Z59S581041	Code Compliance
2009	SATURN	VUE (Hybrid)	3GSCL93Z49S570340	Code Compliance
2009	FORD	Pick -Up (F250 Diesel)	1FTSX21R99EA51722	Public Works
2009	FORD	ESCAPE (HYBRID)	1FMCU49399KA17883	Code Compliance
2009	FORD	ESCAPE (HYBRID)	1FMCU49379KA17882	Code Compliance
2008	FORD	PICKUP (F-250 DIESEL)	1FTSX21R78ED85942	Public Works
2007	CHEVY	TAHOE	1GNFK13077R344346	Administration
2007	CHEVY	PICKUP (2500)	1GCHK29K67E506300	Public Works
2007	CHEVY	PICKUP (1500)	1GCEC14C97Z642875	Code Compliance
2007	CHEVY	PICKUP (1500)	1GCEC14C67Z638637	Code Compliance
2001	DODGE	PICKUP (2500)	1B7HF13YO1J601283	Parks
2000	FORD	CROWN VICTORIA	2FAFP71W8YX102635	Code Compliance
2000	FORD	DEADLINE	2FAFP71W1YX190329	N/A
2000	FORD	DEADLINE	2FAFP71WXYX102569	N/A
1996	DODGE	PICKUP (1500)	1B7HC16X7TS717914	Public Works
1996	INTL	71 PASS SCHOOL BUS	1HVBDN0TH383207	Public Works
1996	INTL	71 PASS SCHOOL BUS	1HVBDABN0TH383191	Public Works
1996	INTL	29 PASS SCHOOL BUS	1HVBBABK5TH383327	Public Works
1996	INTL	71 PASS SCHOOL BUS	1HVBDABN2TH383189	Public Works
1996	INTL	29 PASS SCHOOL BUS	1HVBRABK3TH383326	Public Works

\*AS OF 05/27/09\*

**VENDOR SERVICES AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, between the Village of Palmetto Bay, Florida, a municipal corporation located at 8950 SW 152nd Street, Palmetto Bay, FL 33157, and Auto Electric Service, as Vendor, whose address is 8950 SW 129<sup>th</sup> Terrace, Miami, Florida 33176.

**RECITALS:**

WHEREAS, the Village Manager is responsible for contracting; and,

WHEREAS, Vendor is amenable to providing services; and,

WHEREAS, the Village Manager consents, after council approval to the use of Vendor for services, subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. The above whereas clauses are incorporated and made a part of this contract. Village Manager and Vendor agree, to the use of Vendor's services and the scope of duties shall be as set forth in the attached Exhibit "A". The Vendor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, equipment, machinery and services for the proper repair and maintenance of Village fleet. Prior to the commencement of any work, the Vendor shall be responsible for investigating the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Vendor shall further acknowledge that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this document and subsequent contract, or any other information made available to them prior to receipt of bids. Any failure by the Vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating property the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Vendor on the basis of the information made available by the Village.

2. Vendor shall be entitled to a Vendor fee for services rendered as delineated in Exhibit "A."

3. This Agreement may be terminated for convenience of either the Village, or by Vendor, by giving written notice to the other party(ies) of such termination, which shall become effective 30 days following receipt by the other party of the written termination notice.

4. In the event of such termination for convenience of either party, the Vendor shall be paid a sum equal to all payments due to him up to the date of termination of this Agreement, provided Vendor is continuing to provide all services pursuant to the Agreement up to the date of termination.

5. None of the work or services under this contract shall be subcontracted unless contractor obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this contract and contractor shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

6. The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the contractor from the Village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the contractor to the Village.

7. During the term of this Agreement, the parties agree and acknowledge that Vendor shall be acting under the direction and control of the Village Manager. Accordingly, during the term of this Agreement, the Village agrees to indemnify, defend, and hold harmless the Vendor, and its officers, employees, and agents from and against any and all actions, claims, liabilities, losses, and expenses, including but not limited to, attorney's fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the Vendor in connection with the Vendor's performance of services pursuant to the Agreement, and/or otherwise pursuant to Vendor's duties and/or other acts while performing services.

8. All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the Village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

To Village: Ron E. Williams, Village Manager  
8950 SW 152nd Street  
Palmetto Bay, FL 33157

And

Village: Eve Boutsis, counsel for Village  
18001 Old Cutler Road, Suite 556  
Palmetto Bay, Florida 33157-6416

(305) 854-5353

To Vendor:

Auto Electric Service  
8950 SW 129<sup>th</sup> Terrace  
Miami, Florida 33176  
Ph: (305)233-2888  
Fx: (305)238-3301

11. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

It is further agreed that this Agreement may be altered, extended and amended only upon the written consent of both parties and Vendor hereto, provided any amendment as to price complies with the Village Charter and Code of Ordinances.

12. BY ENTERING INTO THIS AGREEMENT, VILLAGE AND VENDOR EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

13. The Village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

14. Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

15. The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

16. Vendor shall warrant the workmanship, installation, and materials for one year subsequent to installation. If work under this contract is not performed in accordance with the terms hereof, the Village has the right to withhold any payment due to the Vendor, of any sums as the Village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the Village may apply the sums in the manner as the Village may deem proper to secure itself or to satisfy the claims. The Village will provide Vendor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

17. The Village shall make payment to Vendor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the Village. Interest shall accrue on unpaid invoices as provided by Florida Statutes Section 218.74. Vendor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

18. The Vendor, Subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

19. The Vendor is furnishing its services as an independent Vendor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

20. Insurance. The Village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the Vendor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Vendor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Vendor or Subcontractors. The Vendor shall not commence work under this contract until it has obtained all insurance required by the Village. The Vendor shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the Vendor, or the Vendor's Subcontractors, suppliers and laborers incident to the performance of the Vendor's services under this contract. The Vendor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence. The Vendor shall maintain during the term of this contract the following insurance:

A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name Village as additional insured and shall reflect the hold harmless provision contained herein.

B. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended.

C. The policies shall contain waiver of subrogation against the Village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. The Village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Village.

D. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

The Vendor shall furnish certificates of insurance to the Village prior to the commencement of operations. The certificates shall clearly indicate that the Vendor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this contract.

21. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the Vendor agrees it Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Vendor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Vendor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with the rules, regulations, and orders.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized officers, have executed this contract as of the date first above written.

The Village of Palmetto Bay

Vendor

By: \_\_\_\_\_  
Ron E. Williams,  
Village Manager

By: \_\_\_\_\_  
Oscar Garcia  
President  
Auto Electric Service

ATTEST:

VILLAGE CLERK

By: \_\_\_\_\_  
Meighan J. Rader