



1 the Village's stormwater management plan; and

2  
3 **WHEREAS**, as per Resolution No. 2014-33, adopted April 7, 2014,  
4 the Village of Palmetto Bay Council approved the selection of Adventure  
5 Environmental, Inc. to provide annual canal maintenance services include  
6 debris removal from culverts and canal, above and below water, herbicide  
7 treatment above water and along the canal banks, and obstruction  
8 removal from SW Maral Estates Canal and the Belaire Section Canal for  
9 a period of three (3) years with the option to renew for an additional two  
10 (2), one (1) year terms; and

11  
12 **WHEREAS**, in FY 2017-2018 the Department anticipates expending  
13 \$23,000 for canal maintenance services as described in the bid scope of  
14 services; and

15  
16 **WHEREAS**, the Department of Public Services recommends that it  
17 is in the best interest of the Village to continue the contract with  
18 Adventure Environmental, Inc. as they procure superior qualifications  
19 knowledge, and experience and provided the Village of Palmetto Bay with  
20 a comprehensive plan inclusive of exceptional availability and capacity for  
21 provision of annual for canal maintenance services in accordance with the  
22 scope of work under Request for Proposal No. 1314-11-002; and

23  
24 **WHEREAS**, Adventure Environmental, Inc. has agreed to continue  
25 providing the Village with annual canal maintenance services include  
26 debris removal from culverts and canal, above and below water, herbicide  
27 treatment above water and along the canal banks, and obstruction  
28 removal from SW Maral Estates Canal and the Belaire Section Canal in  
29 FY 17-18 in accordance with the terms and conditions detailed in contract  
30 #000027.

31  
32 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF**  
33 **PALMETTO BAY, FLORIDA, THAT:**

34  
35 **Section 1:** The Village Council approves the contract  
36 agreement with Adventure Environmental, Inc. in an amount not to  
37 exceed \$23,000.00 for the provision of annual canal maintenance  
38 services to include debris removal from culverts and canal, above and  
39 below water, herbicide treatment above water and along the canal banks,

1 and obstruction removal from SW Maral Estates Canal and the Belaire  
2 Section Canal.

3  
4 **Section 2:** The Village Manager is authorized to continue the  
5 agreement with Adventure Environmental, Inc. for the provision of annual  
6 canal maintenance services to include debris removal from culverts and  
7 canal, above and below water, herbicide treatment above water and along  
8 the canal banks, and obstruction removal from SW Maral Estates Canal  
9 and the Belaire Section Canal.

10  
11 **Section 3:** This Resolution shall take effect immediately upon  
12 approval.

13  
14  
15 **PASSED** and **ADOPTED** this 5<sup>th</sup> day of February, 2018.

16  
17 Attest:

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19  
20 DocuSigned by:  
21 *Missy Arocha*  
22 \_\_\_\_\_  
23 6EDC211E5E8C48C...  
24 Missy Arocha  
25 Village Clerk

20 DocuSigned by:  
21 *Eugene Flinn*  
22 \_\_\_\_\_  
23 3B8854AD569F404...  
24 Eugene Flinn  
25 Mayor

26  
27 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
28 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA  
29 ONLY:

30  
31  
32 DocuSigned by:  
33 *Dexter W. Lehtinen*  
34 \_\_\_\_\_  
35 1B1D06E71321445...  
36 Dexter W. Lehtinen  
37 Village Attorney

1 **FINAL VOTE AT ADOPTION:**

2

3 Council Member Karyn Cunningham YES

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5 Council Member David Singer YES

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7 Council Member Larissa Siegel Lara YES

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9 Vice-Mayor John DuBois ABSENT

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11 Mayor Eugene Flinn YES

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RESOLUTION NO. 2015-88

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO 000027 CANAL MAINTENANCE; AUTHORIZING ADVENTURE ENVIRONMENTAL, INC. TO CONTINUE PROVIDING MAINTENANCE SERVICES FOR SECONDARY SYSTEM CANAL SW MARAL ESTATES AND BELAIRE SECTION CANAL IN SECTIONS 28 & 33, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$20,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and,

**WHEREAS**, on July 11<sup>th</sup>, 2005 as per Resolution No. 05-50 the Village of Palmetto Bay exercised its option to be exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County, and to establish a stormwater utility within the boundaries of the Village of Palmetto Bay and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes; and,

**WHEREAS**, the Village of Palmetto Bay entered into an Interlocal Agreement with Miami-Dade County for Stormwater Management on October 1, 2006 and renewable every five (5) years thereafter; and,

**WHEREAS**, the term of the attached Interlocal Agreement is for a period of five (5) years commencing on October 1, 2011 through September 30, 2016; and,

**WHEREAS**, under this Agreement the Village shall maintain and repair the existing right-of-ways, maintenance and drainage easements for a secondary system canal in Sections 28 & 33, Township 55 South, Range 40 East, and Miami-Dade County, Florida; and,

**WHEREAS**, there are three (3) canals within the boundaries for the Village of Palmetto Bay, SW Maral Estates, BelAire Section and SW 160<sup>th</sup> St Ditch canal as illustrated in the attached map titled "Village of Palmetto Bay, Canals and Drainage Areas"; and,

**WHEREAS**, the Village is responsible for maintaining aesthetic conditions of the following two small canals: SW Maral Estates Canal and the Belaire Section Canal in accordance with the Village's stormwater management plan; and,

**WHEREAS**, as per Resolution No. 2014-33, adopted April 7, 2014, the Village of Palmetto Bay Council approved the selection of Adventure Environmental, Inc. to provide annual canal maintenance services include debris removal from culverts and canal, above and below water, herbicide treatment above water and along the canal banks, and obstruction removal from SW Maral Estates Canal and the Belaire Section Canal for a period of three (3) years with the option to renew for an additional two (2), one (1) year terms; and

1  
2       **WHEREAS**, in FY 2015-2016 the Department anticipates expending \$20,000 for canal  
3 maintenance services as described in the bid scope of services; and  
4

5       **WHEREAS**, the Department of Public Services recommends that it is in the best interest of  
6 the Village to continue the contract with Adventure Environmental, Inc., as they procure superior  
7 qualifications knowledge, and experience and provided the Village of Palmetto Bay with a  
8 comprehensive plan inclusive of exceptional availability and capacity for provision of annual for  
9 canal maintenance services in accordance with the scope of work under Request for Proposal No.  
10 1314-11-002; and  
11

12       **WHEREAS**, Adventure Environmental, Inc., has agreed to continue providing the Village  
13 with annual canal maintenance services include debris removal from culverts and canal, above and  
14 below water, herbicide treatment above water and along the canal banks, and obstruction removal  
15 from SW Maral Estates Canal and the Belaire Section Canal in FY 15-16 in accordance with the  
16 terms and conditions detailed in contract #000027; and  
17

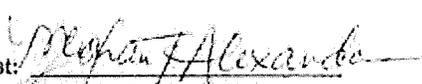
18       **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
19 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
20

21       **Section 1:** The Village Manager is authorized to continue the agreement with Adventure  
22 Environmental, Inc. for the provision of annual canal maintenance services include debris removal  
23 from culverts and canal, above and below water, herbicide treatment above water and along the  
24 canal banks, and obstruction removal from SW Maral Estates Canal and the Belaire Section Canal  
25 for the Village of Palmetto Bay in an amount not to exceed \$20,000.  
26

27       **Section 2:** This resolution shall take effect immediately upon approval.  
28

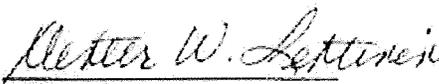
29       **PASSED and ADOPTED** this 2<sup>nd</sup> day of November 2015.  
30

31  
32 Attest:

  
33 Meighan J. Alexander  
34 Village Clerk  
35

  
36 Eugene Flinn  
37 Mayor  
38

39       **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**  
40 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:**  
41

  
42 Dexter W. Lehtinen  
43 Village Attorney  
44  
45  
46

1 FINAL VOTE AT ADOPTION:  
2  
3 Council Member Karyn Cunningham YES  
4  
5 Council Member Tim Schaffer YES  
6  
7 Council Member Larissa Siegel Lara YES  
8  
9 Vice-Mayor John DuBois YES  
10  
11 Mayor Eugene Flinn YES  
12

Contract # 000027

**SECTION 9.0: Exhibits**

**Exhibit A**

**VILLAGE OF PALMETTO BAY**

**CANAL MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 10 day of March, 2014, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and Adventure Environmental, Inc. authorized to do business in the State of Florida, (hereinafter referred to as "Vendor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on Monday, January 13<sup>th</sup>, 2014, and

WHEREAS, Vendor submitted a Proposal dated Wednesday, February 12<sup>th</sup>, 2014 in response to the Village's request, and

WHEREAS, at a meeting held on Tuesday, January 21<sup>st</sup>, 2014, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFP and Vendor's Proposal submitted in response to the RFP ("Services"),

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

**Article 1      Incorporation by Reference.**

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the Village for Canal Maintenance Services RFP No. 1314-11-002 (Exhibit 1).

(ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated Wednesday, February 12<sup>th</sup>, 2014 (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

**Article 2      Scope of Work**

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A. Vendor agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1.

#### Article 3     Qualifications

Vendor and the individual executing this Agreement on behalf of the Vendor warrant to the Village that the Vendor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Vendor possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Vendor acknowledges that due to the nature of this contract, that Vendor must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Vendor shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

#### Article 4     Payment and/or Fees

The Vendor shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Works Department, 9495 S. W. 180 Street, Palmetto Bay, FL 33157.

#### Article 5     Reports

A. Prior to commencement of operations under this Agreement, the Vendor shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Vendor under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

#### Article 6     Termination

##### **A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract. **COPY**

include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Vendor's performance). Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the contract.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

**Article 7     Hold Harmless and Indemnification of the Village**

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Vendor agrees that in the event this Contract is terminated for the Village's breach, the damages that Vendor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

**Article 8     Term**

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two, one year (12 months) terms. In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement.

**Article 9     Audit and Inspection Rights**

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under this Agreement. Vendor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The

COPY

Village may, at reasonable times during the term hereof, inspect Vendor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Vendor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Vendor shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 10    Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Vendor authorized to use the Village's Tax Exemption Number in securing such materials.

The Vendor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 11    Indemnification

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 12    Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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- Comprehensive General Liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage - designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Vendor liability insurance - \$1,000,000

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 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.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13    Modification/Amendment

COPY

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 14 Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 15 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 16 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Vendor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Vendor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Vendor, whether or not similar to the act so consented to or approved.

Article 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

**Village:**

Ron E. Williams, Village Manager  
Village of Palmetto Bay  
9705 E. Hisbiscus Street  
Palmetto Bay, FL 33157

**Vendor:**

Christopher Colarusso, President  
Adventure Environmental, Inc.  
12895 SW 87<sup>TH</sup> Avenue  
Miami, FL 33176

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein

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**Article 18**    **Independent Vendor**

Vendor is and shall remain an independent Vendor and is not an employee or agent of the Village. Services provided by Vendor shall be by employees of Vendor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Vendor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Vendor. The rights granted to Vendor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Vendors to perform services including those hereunder.

**Article 19**    **Assignment**

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this 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 Village. The Vendor 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 Vendor 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 Vendor to the Village. None of the work or services under this Contract shall be subcontracted unless the Vendor obtains prior written consent from the Village. Approved subVendors shall be subject to each provision of this Contract and the Vendor shall be responsible and indemnify the Village for all subVendors' acts, errors or omissions.

**Article 20**    **Prohibition Against Contingent Fees**

Vendor warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a bond fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**Article 21**    **Attorneys Fees**

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

**Article 22**    **Conflict of Interest**

Vendor agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

**Article 23**    **Binding Effect**

**COPY**

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24    Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25    Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26    Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27    Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28    Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29    Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30    Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, 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 in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement,

each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 31    Permits, Licenses and Filing Fees

The Vendor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Vendor's work.

Article 32    Safety Provisions

The Vendor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33    Public and Employee Safety

Whenever the Vendor's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34    Preservation of Village Property

The Vendor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Vendor's operations, it shall be replaced or restored at the Vendor's expense. The facilities shall be replaced or restored to a condition as good as when the Vendor began work.

Article 35    Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 36    Vendor Non-Discrimination

In the award of subcontracts or in performance of this work, the Vendor agrees that it will not engage in, nor permit such sub-Vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37    Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Vendors are cautioned to undertake

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an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Vendor and all sub-Vendors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Vendor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Vendor or sub-Vendors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Vendor to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Vendor shall immediately notify the Village in writing, and the Vendor and all sub-Vendors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Vendor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

**Article 38**    Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

**Article 39**    Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued on next page.

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IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

BY

Ron E. Williams  
Print Name

Village Manager  
Title

ATTEST

Meighan J. Alexander  
Meighan J. Alexander  
Village Clerk

APPROVED AS TO FORM BY

[Signature]  
Village Attorney

VENDOR

Adventure Environmental Inc.

ADDRESS

12895 SW 87 Avenue  
Miami, Florida 33176

BY

Christopher Colarusso  
Print Name

President  
Title

[Signature]  
Witness

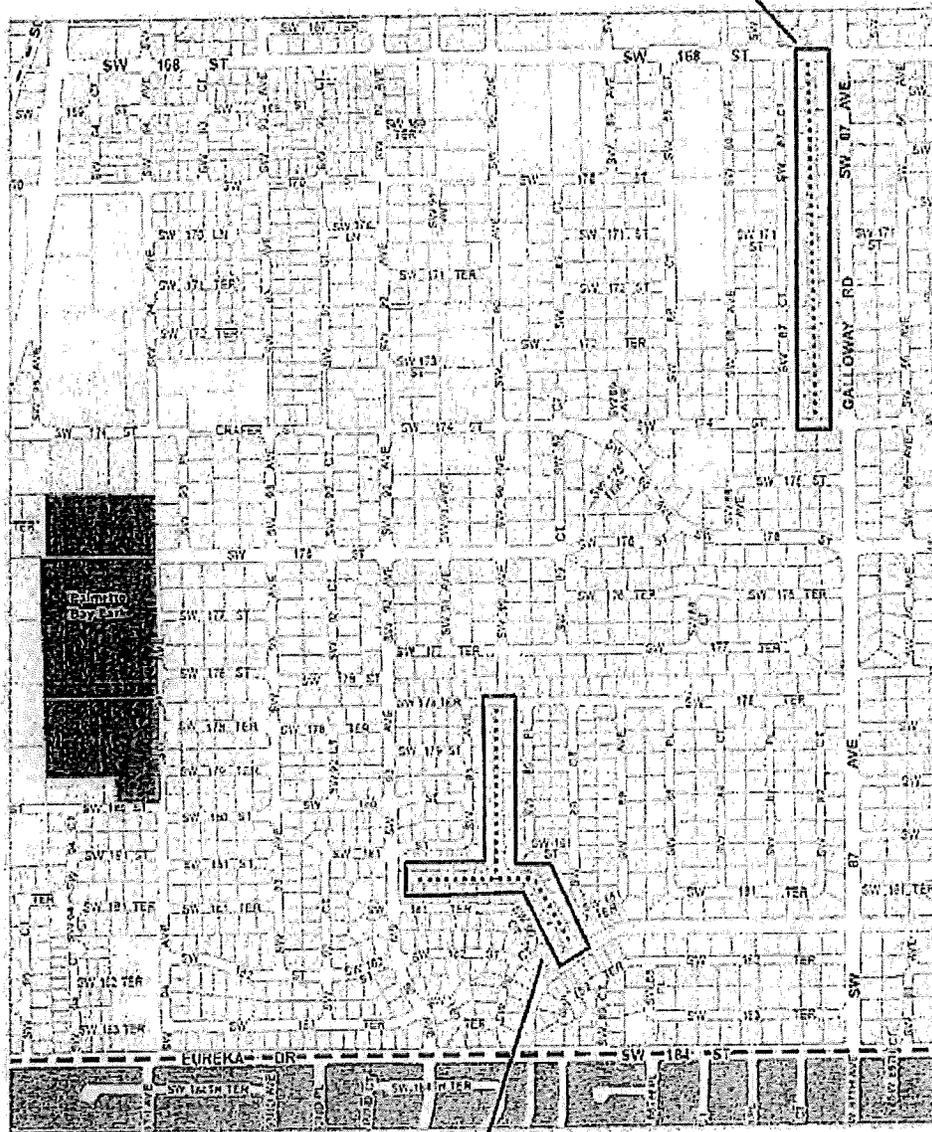
Carolyne Tolpin  
Print Name

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Exhibit B

CANAL MAP

SW MARAL  
SECTION



BelAire  
Section

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**SECTION 8.o: Required Proposal Submission Forms**

**CANAL MAINTENANCE SERVICES PROPOSAL FORM**

NAME	LOCATION	SIDE OF ROAD	FROM	TO	WIDTH	LENGTH	MILES	SQUARE FEET	ACRES	COST PER VISIT	TOTAL COST	
<b>ITEM IV: DEBRIS REMOVAL FROM GRASSY AREAS AND CANALS - ABOVE WATER ONCE ANNUALLY</b>												
BelAire Section	SW 91 Avenue / SW 161 Terrace	East / North	C-1000 Canal	SW 174 Terrace / SW 91 Avenue	60	1,375	0.43	81,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							<b>TOTAL:</b>	0.83	204,000	4.69	\$	\$
<b>ITEM V: DEBRIS REMOVAL FROM GRASSY AREAS AND CANALS - BELOW WATER ONCE ANNUALLY</b>												
BelAire Section	SW 91 Avenue / SW 161 Terrace	East / North	C-1000 Canal	SW 174 Terrace / SW 91 Avenue	60	1,375	0.43	81,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							<b>TOTAL:</b>	0.83	204,000	4.69	\$	\$
<b>ITEM VI: DEBRIS REMOVAL FROM CONTAINERS ABOVE WATER ONCE ANNUALLY</b>												
BelAire Section	SW 91 Avenue / SW 161 Terrace	East / North	C-1000 Canal	SW 174 Terrace / SW 91 Avenue	60	1,375	0.43	81,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							<b>TOTAL:</b>	0.83	204,000	4.69	\$	\$
<b>ITEM VII: HERBICIDE TREATMENT - CANAL BANKS TWICE ANNUALLY</b>												
BelAire Section	SW 91 Avenue / SW 161 Terrace	East / North	C-1000 Canal	SW 174 Terrace / SW 91 Avenue	60	1,375	0.43	81,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							<b>TOTAL:</b>	0.83	204,000	4.69	\$	\$
<b>ITEM VIII: OBSTRUCTION REMOVAL - ONCE ANNUALLY</b>												
BelAire Section	SW 91 Avenue / SW 161 Terrace	East / North	C-1000 Canal	SW 174 Terrace / SW 91 Avenue	60	1,375	0.43	81,500	1.9	\$	\$	
SW Maral Section	SW 87 Avenue	West	SW 168 ST	SW 174 ST	60	2,025	0.4	121,500	2.79	\$	\$	
							<b>TOTAL:</b>	0.83	204,000	4.69	\$	\$
										<b>TOTAL ITEMS I - V:</b>	\$	\$

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

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RESOLUTION NO. 2014-16

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CANAL MAINTENANCE; AUTHORIZING ADVENTURE ENVIRONMENTAL, INC. TO PROVIDE MAINTENANCE SERVICES FOR SECONDARY SYSTEM CANAL SW MARAL ESTATES AND BELAIRE SECTION CANAL IN SECTIONS 28 & 33, TOWNSHIP 55 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$44,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 403.0893, Florida Statutes (F.S.), authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems; and,

**WHEREAS**, on July 11, 2005 as per Resolution No. 05-50 the Village of Palmetto Bay exercised its option to be exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County, and to establish a stormwater utility within the boundaries of the Village of Palmetto Bay and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes; and,

**WHEREAS**, the Village of Palmetto Bay entered into an interlocal agreement with Miami-Dade County for Stormwater Management on October 1, 2006 and renewable every five (5) years thereafter; and,

**WHEREAS**, the term of the attached Interlocal Agreement is for a period of five (5) years commencing on October 1, 2011 through September 30, 2016; and,

**WHEREAS**, under this agreement the Village shall maintain and repair the existing right-of-ways, maintenance and drainage easements for a secondary system canal in Sections 28 & 33, Township 55 South, Range 40 East, and Miami-Dade County, Florida; and,

**WHEREAS**, there are three (3) canals within the boundaries for the Village of Palmetto Bay, SW Maral Estates, BelAire Section and SW 160<sup>th</sup> St Ditch canal as illustrated in the attached map titled "Village of Palmetto Bay, Canals and Drainage Areas"; and,

**WHEREAS**, the Village is fully responsible for maintaining aesthetic conditions of the following two small canals; SW Maral Estates Canal and the Belaire Section Canal in accordance with the attached Agreement and the Village's stormwater management plan; and,

**WHEREAS**, a competitive bid process was followed for canal maintenance services with the issuance of Request for Proposal No. 1314-11-002; and,

**WHEREAS**, after a thorough analysis of the responses, the Administration recommends Adventure Environmental, Inc. the second lowest most responsive and responsible bidder; and,

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WHEREAS, during the evaluation of the proposal submittals, it was found that Adventure Environmental, Inc. procures superior qualifications, knowledge, and experience as compared to that of SFM Services, Inc. (lowest bidder); and,

WHEREAS, Adventure Environmental, Inc. provided the Village of Palmetto Bay with a comprehensive plan inclusive of exceptional availability and capacity; and,

WHEREAS, annual canal maintenance services include debris removal from culverts and canal, above and below water, herbicide treatment above water and along the canal banks, and obstruction removal; and,

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

**Section 1:** The Village Manager is authorized to enter into an agreement with Adventure Environmental, Inc. regarding canal maintenance services for the Village of Palmetto Bay in an amount not to exceed \$44,000.

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

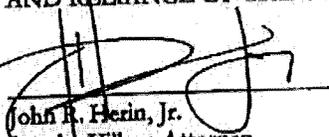
PASSED and ADOPTED this 3rd day of March 2014.

Attest

  
Meighan J. Alexander  
Village Clerk

  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

  
John R. Herin, Jr.  
Interim Village Attorney

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1 FINAL VOTE AT ADOPTION:  
2  
3 Council Member Patrick Fiore YES  
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5 Council Member Tim Schaffer YES  
6  
7 Council Member Joan Lindsay YES  
8  
9 Vice-Mayor John DuBois YES  
10  
11 Mayor Shelley Stanczyk YES

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