

RESOLUTION NO. 2014-__

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF \$988.00; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay engaged the law firm of Lehtinen Schultz Riedi Catalano Fuente, PLLC to provide Village Attorney legal services for the Village; and,

WHEREAS, Lehtinen Schultz Riedi Catalano Fuente, PLLC, submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending March 31, 2014, in the amount of \$988.00; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

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

Section 2. Approval. The statements for attorneys' fees and costs received from Lehtinen Schultz Riedi Catalano Fuente, PLLC, in the total amount of \$988.00, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this __ day of May, 2014.

Attest: _____
Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

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2 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
3 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
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6 _____
7 Dexter W. Lehtinen
8 Village Attorney
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10 FINAL VOTE AT ADOPTION:

- 11
12 Council Member Patrick Fiore _____
13
14 Council Member Tim Schaffer _____
15
16 Council Member Joan Lindsay _____
17
18 Vice-Mayor John DuBois _____
19
20 Mayor Shelley Stanczyk _____

LSRCF
Lehtinen Schultz Riedi Catalano Fuente, PLLC
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

March 2014
Village of Palmetto Bay

Statement for Professional Legal Services
Statement Period: March 2014
Client: Village of Palmetto Bay, Florida

<u>Date</u>	<u>By</u>	<u>Subject</u>	<u>Time</u>	<u>Amount</u>
3/14	DL	Meeting with Director of Planning Department to review Pending issues and matters regarding Palmer Trinity Private Litigation and site plan submission; review documents for Signature	1.0	\$190.00
3/19	CR	Attend meeting of Committee of the Whole of the Village Council	2.3	\$437.00
3/24	DL	Attend agenda review meeting at Palmetto Bay; meeting With Director and Asst Director, Parks Department, Regarding construction contract performance at Thalatta Park; discussion Village Manager regarding Palmer Trinity Private School litigation and site plan submission	1.9	\$361.00
			Total amount due	\$988.00

Individuals and rates

CR – Claudio Riedi \$190.00
DL – Dexter Lehtinen \$190.00



To: Honorable Mayor and Village Council Date: April 28, 2014

From: Ron E. Williams, Village Manager Re: Landscaping Services
within Public Right of Ways

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH SUNCOAST NURSERY & TIKI HUTS, INC. FOR TREE PLANTING SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$15,000.00 TO PROVIDE VILLAGE-WIDE LANDSCAPING SERVICES IN THE PUBLIC RIGHT-OF-WAY IN FY 2013-14; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Village of Palmetto Bay is continuing its efforts to meet the annual requirements to receive Tree City USA recognition in FY13-14. The Department of Public Works would like to continue with its efforts by installing replacement tree canopy impacted by past storm events, selective tree trimming and installation in accordance with residents requests for tree planting. The benefit of being a Tree City USA portrays the image that residents desire for their communities. The Department of Public Works recognizes the need to enhance the landscape in neighborhoods throughout the Village of Palmetto Bay. Street trees improve the character, public image and level of neighborhood streetscapes, and soften otherwise continuous pavement in the public right-of-way.

The Department of Public Works is responsible for landscape maintenance of certain medians, swales and right-of-ways within the boundary of the Village. Landscaping Services for the Village (Contract No. 2011-PW-106) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right-of-way of various roadway and medians in the Village of Palmetto Bay.

As per Resolution No. 2012-04, adopted January 9, 2012, the Village of Palmetto Bay Council approved the selection of Suncoast Nursery & Tiki Huts, Inc. to provide

landscaping services for a period of three (3) years with the option to renew for one (1) additional twelve (12) month period.

The Department of Public Works recommends that it is in the best interest of the Village to continue the contract with Suncoast Nursery & Tiki Huts, Inc., which submitted the lowest, most inclusive and responsive bid to provide the requested landscaping services in accordance with Invitation to Bid No. 2011-PW-106. The Administration is requesting authorization from the Village Council to proceed with Suncoast Nursery & Tiki Huts, Inc. to provide landscaping services for the Village of Palmetto Bay in Fiscal Year 2013-2014.

FISCAL/BUDGETARY IMPACT

The Village budgets this item under “Special Revenue Fund- New Local Option Gas Tax (Easements/Swales)” for an amount of \$15,000.00 in Fiscal Year 2013-2014.

RECOMMENDATION

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH SUNCOAST NURSERY & TIKI HUTS, INC. FOR TREE PLANTING SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$15,000.00 TO PROVIDE VILLAGE-WIDE LANDSCAPING SERVICES IN THE PUBLIC RIGHT-OF-WAY IN FY 2013-14; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is continuing its efforts to meet the annual requirements to receive Tree City USA recognition in FY13-14; and

WHEREAS, the Department of Public Works would like to continue with its efforts by installing replacement tree canopy impacted by past storm events, selective tree trimming and installation in accordance with residents requests for tree planting; and

WHEREAS, the Department of Public Works Department is responsible for landscape maintenance of certain medians, swales and right-of-ways within the boundary of the Village; and

WHEREAS, landscaping services for the Village (Contract No. 2011-PW-106) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay; and

WHEREAS, a competitive bid process was followed for Village-wide landscaping services with the issuance of Invitation to Bid No. 2011-PW-106; and

WHEREAS, as per Resolution No. 2012-04, adopted January 9, 2012, the Village of Palmetto Bay Council approved the selection of Suncoast Nursery & Tiki Huts, Inc. to provide landscaping services for a period of three (3) years with the option to renew for one (1) additional twelve (12) month period; and

WHEREAS, in FY 2013-2014 the Department anticipates expending \$15,000 for planting Quercus Virginiana (Live Oak) and other miscellaneous landscaping services described in the bid scope of services; and

WHEREAS, the Department of Public Works recommends that it is in the best interest of the Village to continue the contract with Suncoast Nursery & Tiki Huts, Inc., which submitted the lowest, most inclusive and responsive bid to provide the requested landscaping services in accordance with Invitation to Bid No. 2011-PW-106; 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 continue the agreement with Suncoast Nursery & Tiki Huts, Inc. for landscaping services in the Village of Palmetto Bay in an amount not to exceed \$15,000.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of May, 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:

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____

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RESOLUTION NO. 2012-04

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TREE PLANTING SERVICES; AUTHORIZING SUNCOAST NURSERY & TIKI HUTS, INC. TO PROVIDE VILLAGE-WIDE LANDSCAPING SERVICES IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is continuing its efforts to meet the annual requirements to receive Tree City USA recognition, the Department of Public Works would like to continue with its efforts by installing replacement tree canopy impacted by past storm events, selective tree trimming and continuing to implement the findings of its Street Tree Master Plan; and,

WHEREAS, the Public Works Department is responsible for landscape maintenance of certain Medians, Swales and Right-of-Ways within the boundary of the Village; and,

WHEREAS, Landscaping Services for the Village (Contract No.2011-PW-106) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right-of-way of various roadways and medians in the Village of Palmetto Bay; and,

WHEREAS, a competitive bid process was followed for Village-wide Landscaping Services with the issuance of Invitation to Bid No. 2011-PW-106 on December 2nd, 2011; and,

WHEREAS, bids for Village-wide Landscaping Services were received and opened on December 21, 2011 with eight (8) contractors submitting a bid; and,

WHEREAS, after a thorough analysis of the responses Village Administration concluded that Suncoast Nursery & Tiki Huts, Inc. was the lowest, most inclusive and responsible bid; and,

WHEREAS, Suncoast Nursery & Tiki Huts, Inc. provided the Village of Palmetto Bay with a base bid of \$48,700. The base bid consists of 140 Quercus Virginiana (Live Oak) and 180 Elaeocarpus Decipiens (Japanese Blueberry) which includes delivery, installation, watering and warranty; and,

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

1 **Section 1:** The Village Manager is authorized to enter into an agreement with Suncoast
2 Nursery & Tiki Huts, Inc. regarding Village-wide Landscaping Services; in an amount not to exceed
3 \$50,000.
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5 **Section 2:** This resolution shall take effect immediately upon approval.
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7 **PASSED** and **ADOPTED** this 9th day of January, 2012.
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12 ATTEST: Meighan Alexander Shelley Stanczyk
13 Meighan Alexander Shelley Stanczyk
14 Village Clerk Mayor
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17 **READ AND APPROVED AS TO FORM:**
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20 Eve Boutsis
21 Eve Boutsis
22 Village Attorney
23

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27 **FINAL VOTE AT ADOPTION:**

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29 Council Member Patrick Fiore YES
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31 Council Member Howard J. Tendrich YES
32
33 Council Member Joan S. Lindsay YES
34
35 Vice-Mayor Brian W. Pariser YES
36
37 Mayor Shelley Stanczyk YES



April 21, 2014

Norys Hayes
Suncoast Nursery & Tiki Huts, Inc.
17350 SW 236 Street
Homestead, FL 33031

Re: Contract with Suncoast Nursery and Tiki Huts, Inc. for Village wide Landscaping Service

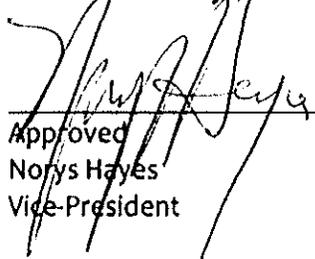
Dear Mrs. Hayes,

On January 9th, 2012, Village of Palmetto Bay Council approved Resolution No. 2012-04, relating to Villagewide Landscaping Services for the Village of Palmetto Bay.

Pursuant to Section 2.2. Term of Contract, the term of the agreement shall be for (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional one year (12 months). At this time, the Village is notifying Suncoast Nursery and Tiki Huts, Inc., Inc. of its obligation to provide services in accordance with the terms and conditions detailed in Contract No. 2011-PW-106 throughout the third year of the attached three year contract. If accepted, the continuance term of this subject contract is for Fiscal Year beginning October 1, 2013 through September 30, 2014.

Please indicate your company's concurrence of this contract continuance option below and return to our office with a copy of your company's most recent certificate of insurance. Should you need further information, please feel free to contact 305-259-1266.

Suncoast Nursery & Tiki Huts, Inc.



Approved
Norys Hayes
Vice-President

Disapproved
Norys Hayes
Vice-President

Sincerely,



Kristy Bada, Procurement Specialist

Cc: Corrice E. Patterson, Public Works Director

AGREEMENT ("CONTRACT") BETWEEN OWNER AND CONTRACTOR

THIS CONTRACTOR is dated as of the 10 day of February, in the year 2012, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the "OWNER" or VILLAGE"), and Suncoast Nursery & Tiki Huts, Inc. (hereinafter sometimes called the "CONTRACTOR").

Article 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract

Documents. The Work is generally described as follows:

Landscaping Services for the Village (Contract No.2011-PW-106) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to prepare site to final grade, install Landscaping trees, sod, tree removal, selective tree trimming, stump removal and stump grinding services within the right of way of various roadway and medians in the Village of Palmetto Bay. The specifications apply to all projects (work orders) throughout the Village of Palmetto Bay assigned to the Contractor under the Village's Annual Roadway Landscaping Contract.

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, transportation, and perform all of the work shown described in the Project Manual entitled:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

VILLAGEWIDE LANDSCAPING SERVICES

Article 2. CONTRACT TIME.

2.1 The Work will be completed within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.21 of the General Conditions.

2.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time.

CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Seven Hundred and Fifty and 00/100 dollars

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

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

6.2 The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to 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, river stages, tides, 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 Contractor further acknowledges 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 Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Village.

Article 7. CONTRACT DOCUMENTS.

8.6 The OWNER shall retain the ownership of all shop drawings and design drawings once payment therefore is made.

8.7 OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

IN WITNESS WHEREOF, the parties hereto have signed 3 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER

CONTRACTOR

Village of Palmetto Bay

Suncoast Nursery & Tiki Huts, Inc.

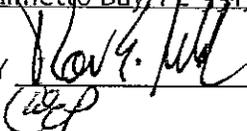
ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

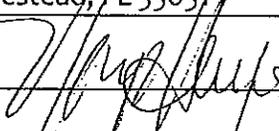
ADDRESS

17350 SW 236 Street
Homestead, FL 33031

BY



BY



Ron E. Williams

Print Name

Norys Hayes

Print Name

Village Manager

Title

Vice President

Title

ATTEST


Meighan J. Alexander
Village Clerk


WITNESS

APPROVED AS TO FORM BY


Eve A. Boutsis
Village Attorney

Margarita Finocchiaro
Print Name

(CORPORATE SEAL)

(CORPORATE SEAL)



To: Honorable Mayor and Village Council

Date: April 28, 2014

From: Ron E. Williams, Village Manager

Re: Village of Palmetto Bay
Drainage Improvements
Professional Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE-WIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE V PART 2 LOCATED AT (3) LOCATIONS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT OF DRAINAGE IMPROVEMENTS, AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$12,300.00; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Village Administration contracted with Stantec Consulting Services, Inc. (Stantec) to provide drainage engineering and planning for the preparation of drainage improvements in multiple areas in the Village, in accordance with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, Florida Department of Transportation and the Department of Environmental Resource Management. Stantec evaluated drainage improvements in eleven (11) localized areas with resident reported history of flooding and according to data collection and field evaluations, Stantec recommends implementing drainage improvements to reduce localized flooding during severe storm events. Stantec completed the design, bidding, and permitting phase of the drainage improvements for Phase V.

The Stormwater Utility budget in FY 12-13 was insufficient to fund the entire base bid of \$908,167.72 for construction of the eleven (11) localized areas identified in Bid No. 2012-PW-103. Stantec assigned three levels of priority (high, medium, and low) to the eleven (11) areas. Resolution No. 2013-02 authorized the Department to construct Phase V localized drainage improvements in two parts.

The Village contracted with Wrangler Construction, Inc. the lowest, most inclusive and responsible bid to provide construction services for the seven (7) areas assigned the highest priority by Stantec for an amount of \$678,755 via Resolution No. 2013-02. The seven (7) areas were constructed under the scope of Phase V, Part 1 Drainage Improvements. The remaining four (4) localized areas prioritized to be constructed by Wrangler Construction, Inc. in Phase V, Part 2 Drainage Improvements, more specifically, the areas of SW 92ND AVE (from SW 163RD TERR to middle of North Bend), SW 81ST AVE (from SW 151ST ST to 148TH DR), SW 73RD CT & SW 154TH TER, SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) were approved for construction via Resolution 2013-79. Area #5, more specifically, SW 81ST AVE (from SW 151ST ST to 148TH DR) was completed under the scope of the roadway resurfacing project in FY 13-14 as asphaltic reconfiguration was specified in the construction plans to improve drainage conditions in this area. Only three (3) localized drainage projects are prioritized to be constructed by Wrangler Construction, Inc. in Phase V Part 2 Drainage Improvements.

Stantec is currently under contract with the Village of Palmetto Bay to provide continuing professional services in Civil Engineering until June 20, 2015. Stantec provided civil engineering services and construction management support for Phase V Part 1(7 areas) localized drainage projects which were completed in accordance with drainage plans.

The Administration is requesting authorization from the Village Council to enter into an agreement with Stantec Consulting Services, Inc. to provide construction support for Phase V Part 2 Localized Drainage Improvements.

FISCAL/BUDGETARY IMPACT

Funding is available and budgeted for this item under “Special Revenue Funds – Stormwater Utility” in an amount not to exceed \$12,300.00.

RECOMMENDATION

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE-WIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE V PART 2 LOCATED AT (3) LOCATIONS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT OF DRAINAGE IMPROVEMENTS, AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$12,300.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Phase V drainage improvement projects consisting of eleven (11) localized drainage systems located at various locations throughout the Village, more specifically, SW 174TH ST (from SW 77TH AVE to Old Cutler Road)/SW 74TH CT (from 174TH Street to 176TH ST), SW 176TH ST (from 77TH AVE to 75TH AVE)/SW 74TH PL (from Cul de Sac)/SW 75TH AVE (from 178TH TER to 176TH ST)/ SW 178TH TER (from 77TH AVE to 75TH AVE), SW 92ND AVE (from 163RD TER to middle of North Bend), SW 91ST AVE (from SW 168TH ST to SW 164TH ST), SW 81ST AVE (from SW 151ST ST to 148TH DR), SW 73RD CT & SW 154TH TER, SW 74TH AVE & SW 145TH TER, SW 145 TER (from SW 68TH CT to SW 68TH AVE) SW 68TH CT (UP TO 144TH TER), SW 148TH ST (from SW 80TH AVE to SW 78TH AVE), SW 72ND AVE (from SW 144TH ST to SW 139TH ST), SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) consist of closed systems with small isolated drainage facilities, no existing drainage and/or several small exfiltration systems at low points in the roadway. The roadways reportedly flood heavily during major rainfall events; and

WHEREAS, Stantec evaluated drainage improvements in the eleven (11) localized areas with resident reported history of flooding and according to data collection and field evaluations Stantec recommended implementing drainage improvements to reduce localized flooding during severe storm events; and

WHEREAS, C3TS has provided the Village of Palmetto Bay with design, permitting and bidding support for the eleven (11) areas in Phase V Localized Drainage Improvements; and

WHEREAS, Resolution No. 2013-02 authorized the Department to construct Phase V localized drainage improvements in two (2) parts; and

WHEREAS, Stantec provided Civil Engineering services and construction management support for Phase V Part 1 for (7) localized drainage projects which were completed in accordance with drainage plans; and

WHEREAS, three (3) localized drainage projects prioritized to be constructed by Wrangler Construction, Inc. in Phase V Part 2 Drainage Improvements, more specifically, the areas of SW 92ND AVE (from SW 163RD TERR to middle of North Bend), SW 73RD CT & SW 154TH TER, and SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) were approved for construction via Resolution 2013-79; and

WHEREAS, the Village Administration desires to select Stantec to provide construction support for the three (3) localized drainage projects prioritized to be constructed by Wrangler Construction, Inc. in Phase V Part 2 Drainage Improvements; and

WHEREAS, the cost for construction support for Part 2 project areas (3, 6, and 11) is in the amount of \$12,300, which are three (3) areas approved for construction by Village Council via Resolution 2013-79; and

WHEREAS, Stantec is currently under contract with the Village of Palmetto Bay to provide continuing professional services in Civil Engineering until June 20, 2015; 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 Stantec Consulting Services, Inc. for construction support services for localized drainage improvements Phase V in an amount not to exceed \$12,300.00.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of May, 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:

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____



Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134
Tel: (305) 445-2900

March 24, 2014

Village of Palmetto Bay
9495 SW 180th Street
Palmetto Bay, FL 33157

Attention: Corrice Patterson

Reference: Villagewide Drainage Improvements Phase V

Dear Ms. Patterson,

Stantec previously completed the design of eleven (11) localized drainage areas throughout the Village. This proposal includes the construction administration of the final three (3) areas to be completed; Areas 3, 6, and 11.

SCOPE OF SERVICES:

Construction Assistance Phase

Attend pre-construction conference and prepare minutes, perform limited Construction Engineering Inspections (approximately 10 hrs/wk) and submit reports, review shop drawings, review the Contractor's Application for Payment and submit recommendation to the Village, perform project closeout with Contractor including final inspection, punch list, final Application for Payment review, and submit Letter of Completion.

Terms and Conditions:

All terms and conditions shall be per our Continuing Services Agreement for Engineering Services. Our fees for the above services shall be as per the following lump sum:

Construction Assistance Phase \$12,300

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



March 24, 2014
Corrice Patterson
Page 2 of 2

Thank you,

Stantec Consulting Services Inc.

A handwritten signature in black ink that reads "Sean Compel".

Sean Compel, P.E., LEED AP
Associate
Tel: 305-445-2900
sean.compel@stantec.com

Village of Palmetto Bay

Approved by:

Signature

Print Name

Date

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Stantec Consulting Services, Inc.

For

Work Order No. 1314-011

Village wide Drainage Improvements Phase V
Inspection Services

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Stantec Consulting Services, Inc.

For

Work Order No. 1314-011

Village wide Drainage Improvements Phase V
Inspection Services

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and Stantec Consulting Services, Inc., ("consultant") dated June 20th, 2013, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The consultant shall provide engineering services to the village for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the consultant for this project are those services and tasks as listed in Exhibit "2."

1.3 The village may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

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

Attend pre-construction conference and prepare minutes, perform limited Construction Engineering Inspections (approximately 10 hrs/wk) and submit reports, review shop drawings, review the Contractor's Application for Payment and submit recommendation to the Village, perform project closeout with Contractor including final inspection, punch list, final Application for Payment review, and submit Letter of Completion.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The village manager, in his sole discretion, may extend the term of this agreement through written notification to the consultant. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the village council.

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

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the consultant shall commence services to the village on the Commencement Date, and shall continuously perform services to the village, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$500.00 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving

completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** Village agrees to pay consultant as compensation for performance of all services described in Exhibit "2" \$12,300.00. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$12,300.00.]

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the village), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the village.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

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

5.3 **Suspension of Payment.** In the event that the village becomes credibly informed that any representations of the consultant, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the consultant is not in compliance with any term or condition of this project agreement, the village may withhold payment of sums then or in the

future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

5.4 **Retainage.** The village reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

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

SECTION 6. TERMINATION/SUSPENSION

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

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

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the consultant's work product shall become the property of the village and the consultant shall, within 10 working days of receipt of written direction from the village, transfer to either the village or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the consultant pertaining to this project agreement.

Further, upon the village's request, the consultant shall assign its rights, title and interest under any subcontractor's agreements to the village.

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

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated June 20th, 2013 between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

Village Clerk

By: _____
Ron E. Williams, Village Manager

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

Stantec Consulting Services, Inc.

By: _____
Ramon Castella, PE, LEED, AP
Vice President

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____



Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134
Tel: (305) 445-2900

March 24, 2014

Village of Palmetto Bay
9495 SW 180th Street
Palmetto Bay, FL 33157

Attention: Corrice Patterson

Reference: Villagewide Drainage Improvements Phase V

Dear Ms. Patterson,

Stantec previously completed the design of eleven (11) localized drainage areas throughout the Village. This proposal includes the construction administration of the final three (3) areas to be completed; Areas 3, 6, and 11.

SCOPE OF SERVICES:

Construction Assistance Phase

Attend pre-construction conference and prepare minutes, perform limited Construction Engineering Inspections (approximately 10 hrs/wk) and submit reports, review shop drawings, review the Contractor's Application for Payment and submit recommendation to the Village, perform project closeout with Contractor including final inspection, punch list, final Application for Payment review, and submit Letter of Completion.

Terms and Conditions:

All terms and conditions shall be per our Continuing Services Agreement for Engineering Services. Our fees for the above services shall be as per the following lump sum:

Construction Assistance Phase \$12,300

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



March 24, 2014
Corrice Patterson
Page 2 of 2

Thank you,

Stantec Consulting Services Inc.

A handwritten signature in black ink that reads "Sean Compel".

Sean Compel, P.E., LEED AP
Associate
Tel: 305-445-2900
sean.compel@stantec.com

Village of Palmetto Bay

Approved by:

Signature

Print Name

Date

V:\2156\business_development\215680211\PB Inspections\Village Phase V CA 03-24-2014.docx

Design with community in mind

RESOLUTION NO. 2013-40

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFICATION OF FIRMS TO PROVIDE TRANSPORTATION PLANNING & ENGINEERING SERVICES, ENGINEERING SERVICES FOR ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING & PLUMBING SYSTEMS, STRUCTURAL ENGINEERING, LANDSCAPE ARCHITECTURE, GENERAL PLANNING SERVICES, ARCHITECTURE, GENERAL CIVIL ENGINEERING SERVICES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH THE CORRADINO GROUP, INC., FLORIDA TRANSPORTATION ENGINEERING, INC., MARLIN ENGINEERING, WOLFBERG ALVAREZ AND PARTNERS, AMEC, PISTORINO & ALAM CONSULTING ENGINEERS, INC., STANTEC CONSULTING SERVICES, INC., NARMEL ENGINEERING, INC., O'LEARY RICHARDS DESIGN ASSOC., INC., KIMLEY-HORN & ASSOCIATES, INC., CALVIN, GIORDANO & ASSOC., INC., BERMELLO AJAMIL & PARTNERS, INC., AND KEITH & SCHNARS, P.A.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to implement recommended improvements to the Village as outlined in its Stormwater Master Plan, Transportation Master Plan, Parks Master Plan, and Comprehensive Master Plan, the need for quick response and professional expertise is required; and

WHEREAS, a Request for Qualifications (RFQ) 2013-PW-100 was issued for qualified firms or teams of firms to obtain Professional Services in 7 service areas; and

WHEREAS, pursuant to Chapter 287.055, Florida Statutes, the Village will retain consultants to provide professional services in Transportation Planning & Engineering Services, Electrical Engineering, Mechanical Engineering & Plumbing Systems, Structural Engineering, Landscape Architecture, General Planning Services, Architecture, and General Civil Engineering; and

WHEREAS, in order to fulfill the needs of quick response and professional expertise, the Village intends to retain three (3) Consultants in each Service Area; and

WHEREAS, the Village conducted a mandatory Pre-RFQ response meeting on February 25, 2013 at the Edward & Arlene Feller Community Room; in response to the Village of Palmetto Bay's RFQ # 2013-PW-100, a total of 59 responses were received from many experienced, talented and highly capable firms; and

WHEREAS, as a result of the two part screening process and deliberations, the selection committee is recommending and requesting Village Council approval of the 3 highest ranking firms in accordance with the attached evaluation tabulation for each service area; and

WHEREAS, it should be noted that, along with the Village's overall desire to continue to implement the recommendations of its Master Plans, there are also legislative requirements (Chapter 287.055, Florida Statute) that must be adhered to by municipalities; and

WHEREAS, the eventual contracting for these services is in the best interest of Village improvements and in certain instances their end products are mandated; 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 contract negotiations with the selected Consultants to provide professional engineering services.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 6th day of May, 2013.

Attest: 
Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUEROA & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>



June 25, 2013

Stantec Consulting Services, Inc.
901 Ponce de Leon Blvd. Suite 900
Coral Gables, Florida 33134

Re: Contract with Stantec Consulting Services, Inc. for Professional Services

Service Area(s): Structural Engineering, Architecture, and General Civil Engineering Services

Dear, Ramon Castella:

Enclosed is the signed and executed Continuing Services Contract agreement between the Village of Palmetto Bay and Stantec Consulting Services, Inc. This final agreement will serve as a contract for Professional Services required by the Village of Palmetto Bay.

For further information, please contact the Department of Public Works at 305-969-5011 or email me at cpatterson@palmettobay-fl.gov.

Sincerely,

Corrice E. Patterson
Director of Public Works
Village of Palmetto Bay

**Localized Flooding Drainage Improvements Phase V
(1,2,3,4,5,6,7,8,9,10 and 11)**

Project Area Prioritization and Construction Timeline

High Priority –

Location	Construction Cost	Construction Calendar Days
Area 1	\$93,618.00	22
Area 2	\$173,007.00	40
Area 8	\$100,480.00	23
Area 9	\$148,043.00	34
Sub Total	\$515,148.00	119 days

Medium Priority -

Location	Construction Cost	Construction Calendar Days
Area 4	\$50,547.00	12
Area 7	\$52,998.00	12
Area 10	\$60,062.00	14
Sub Total	\$163,607.00	38 days

Low Priority -

Location	Construction Cost	Construction Calendar Days
Area 3	\$58,964.25	14
Area 5	\$17,030.00	4
Area 6	\$76,969.00	18
Area 11	\$62,880.00	15
Sub Total	\$215,843.25	51 days

TOTAL	\$894,598.25	
Permit Fee	\$150.00	
AIPP Fee	\$13,418.97	
GRAND TOTALS	\$908,167.22	208 DAYS

VILLAGE OF PALMETTO BAY ■ VILLAGEWIDE DRAINAGE IMPROVEMENTS PHASE V

INVITATION TO BID RELEASE DATE: Sept. 19, 2012

BID OPENING DATE: Oct. 19, 2012

The purpose of this capital improvement project is to address current roadway flooding issues in localized areas throughout the Village of Palmetto Bay. The drainage improvements will consist of additional catch basins and exfiltration trenches at low points in the roadway and connect to drainage wells. Existing catch basins will be modified or reconstructed as required to provide sediment traps and pollution retardant baffles to protect the exfiltration trench and canal outfalls.

PROJECT CONSISTS OF THE FOLLOWING AREAS:

- SITE 1: SW 174TH ST FROM 77TH AVE. TO OLD CUTLER ROAD AND SW 74TH CT FROM 174TH ST TO 176TH ST
- SITE 2: SW 176TH ST FROM 76TH AVE TO SW 74TH PL, SW 178TH TERR FROM 77TH AVE TO 75TH AVE, SW 75TH AVE FROM SW 178TH TERR TO SW 176TH ST, SW 75TH AVE FROM SW 178TH TERR TO SW 176TH ST, SW 74TH PL FROM 176TH ST TO CUL-DE-SAC
- SITE 3: SW 92ND AVE FROM SW 163RD TERR NORTH TO MIDDLE OF CURVE IN ROAD
- SITE 4: SW 91 AVE FROM SW 168TH ST TO SW 164TH ST
- SITE 5: SW 81ST AVE FROM 151ST ST TO 148TH DR
- SITE 6: SW 73RD CT & SW 154TH TERR
- SITE 7: SW 74TH AVE AND SW 145TH TERR
- SITE 8: SW 145TH TERR FROM 68TH CT TO 68TH AVE, SW 68TH CT AND SW 68TH AVE UP TO SW 144TH TERR
- SITE 9: SW 148 ST FROM SW 80TH AV TO SW 78TH AV
- SITE 10: SW 72ND AV FROM SW 144 ST TO SW 139 ST
- SITE 11: SW 161 ST FROM SW 80TH AV TO SW 78TH AV

For a Site location map please [click here](#).

RESOLUTION NO. 2013-02

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGEWIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE V; APPROVING THE SELECTION OF WRANGLER CONSTRUCTION, INC., TO PROVIDE CONSTRUCTION SERVICES FOR DRAINAGE IMPROVEMENTS; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$678,755.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village administration contracted with Corzo, Castella, Carballo, Thompson, Salman, P.A. (C3TS, P.A.) to provide drainage engineering and planning for the preparation of drainage improvements in the area of SW 174 ST (from SW 77 AVE to Old Cutler Road)/SW 74 CT (from 174 Street to 176 ST), SW 176 ST (from 77 AVE to 75 AVE)/SW 74 PL (from Cul de Sac)/SW 75 AVE (from 178 TERR to 176 ST)/ SW 178 TERR (from 77 AVE to 75 AVE), SW 92 AVE (from 163 TER to middle of North Bend), SW 91 AVE (from SW 168 ST to SW 164 ST), SW 81 AVE (from SW 151 ST to 148 DR), SW 73 CT & SW 154 TER, SW 74 AVE & SW 145 TERR, SW 145 TER (from SW 68 CT to SW 68 AVE) SW 68 CT (UP TO 144 TER), SW 148 ST (from SW 80 AVE to SW 78 AVE), SW 72 AVE (from SW 144 ST to SW 139 ST), SW 161 ST (from SW 80 AVE to SW 78 AVE) in accordance with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, Florida Department of Transportation and the Department of Environmental Resource Management; and

WHEREAS, C3TS evaluated drainage improvements in eleven (11) localized areas with resident reported history of flooding following major rain events and according to data collection and field evaluations C3TS recommends implementing drainage improvements to reduce localized flooding during severe storm events; and

WHEREAS, a competitive bid process was followed for construction services for drainage improvements with the issuance of Invitation to Bid No. 2012-PW-103; and

WHEREAS, after a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Wrangler Construction, Inc. was the lowest, most inclusive, responsive and responsible bidder; and

WHEREAS, Phase V localized drainage improvements will be constructed in two (2) phases as the Stormwater Utility budget in FY 12-13 is insufficient to fund the entire base bid of \$908,167.72

WHEREAS, Construction of phase I projects in the amount the amount of \$678,755 is scheduled to commence in FY 2012-13 and phase II projects in the amount of \$229,412.72 will be completed in FY 2013-14; and

WHEREAS, C3TS assigned three levels of priority (high, medium, and low) to the eleven (11) areas; and

WHEREAS, construction of drainage improvements will be implemented in accordance with the project prioritization list attached; and

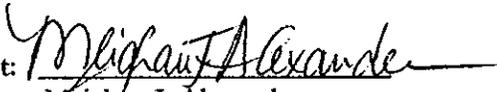
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to enter into an agreement with Wrangler Construction, Inc. for localized drainage improvements Phase V in an amount not to exceed \$678,755.00.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 7th day of January, 2013.

Attest:


Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

RESOLUTION NO. 2013-09

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGEWIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE V LOCATED AT VARIOUS LOCATIONS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT OF DRAINAGE IMPROVEMENTS, AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$31,400.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, currently, Phase V drainage improvement projects consisting of eleven (11) localized drainage systems located at various locations throughout the Village, more specifically, SW 174TH ST (from SW 77TH AVE to Old Cutler Road)/SW 74TH CT (from 174TH Street to 176TH ST), SW 176TH ST (from 77TH AVE to 75TH AVE)/SW 74TH PL (from Cul de Sac)/SW 75TH AVE (from 178TH TER to 176TH ST)/ SW 178TH TER (from 77TH AVE to 75TH AVE), SW 92ND AVE (from 163RD TER to middle of North Bend), SW 91ST AVE (from SW 168TH ST to SW 164TH ST), SW 81ST AVE (from SW 151ST ST to 148TH DR), SW 73RD CT & SW 154TH TER, SW 74TH AVE & SW 145TH TER, SW 145 TER (from SW 68TH CT to SW 68TH AVE) SW 68TH CT (UP TO 144TH TER), SW 148TH ST (from SW 80TH AVE to SW 78TH AVE), SW 72ND AVE (from SW 144TH ST to SW 139TH ST), SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) consist of closed systems with small isolated drainage facilities, no existing drainage and/or several small exfiltration systems at low points in the roadway. The roadways reportedly flood heavily during major rainfall events; and

WHEREAS, Corzo Castella Carballo Thompson Salzman, P.A. (C3TS) evaluated drainage improvements in the eleven (11) localized areas with resident reported history of flooding and according to data collection and field evaluations C3TS recommended implementing drainage improvements to reduce localized flooding during severe storm events; and

WHEREAS, C3TS has provided the Village of Palmetto Bay with design, permitting and bidding support for the eleven (11) areas in Phase V Localized Drainage Improvements; and

WHEREAS, the Village Administration desires to select C3TS under the name its new owner Stantec to provide construction support for Phase V Localized Drainage Improvements in accordance with the 100% construction plans and the established guidelines and procedures utilized by Miami- Dade County Public Works Department, Florida Department of Transportation and the Department of Environmental Resource Management; and

WHEREAS, Phase V localized drainage improvements will be constructed in two (2) phases; construction support of phase I projects is scheduled to commence in FY 2012-13; and

WHEREAS, the cost for construction support for phase 1 project areas (1, 2, 4, 7, 8, 9, and 10) in the amount of \$31,400, which are seven (7) areas approved for construction by Village Council on January 7, 2013 resolution No. 2013-02; and

WHEREAS, as per resolution No. 2010-36 approved on April 12, 2010, C3TS is qualified to provide ongoing general civil engineering services for the Village of Palmetto Bay; and

WHEREAS, C3TS is currently under contract with the Village of Palmetto Bay to provide continuing professional services in Civil Engineering until June 3, 2013; and

WHEREAS, as of November 30, 2012, Stantec Consulting Services Inc. ("Stantec") purchased certain assets of C3TS with the result that the ongoing business and affairs of C3TS is now wholly owned by Stantec; and

WHEREAS, therefore, assignment of all existing and future contracts with C3TS will be under Stantec; and

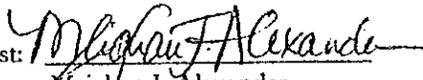
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

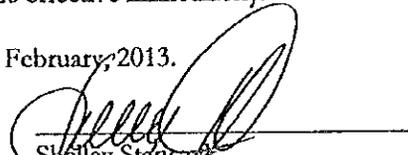
Section 1. The Village Manager is authorized to enter into an agreement with Stantec Consulting Services, Inc. for construction support services for localized drainage improvements Phase V in an amount not to exceed \$31,400.00.

Section 2. This Resolution shall become effective immediately.

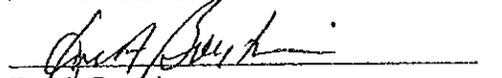
PASSED AND ADOPTED this 4th day of February, 2013.

Attest:


Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

RESOLUTION NO. 2013-79

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH WRANGLER CONSTRUCTION FOR VILLAGEWIDE LOCALIZED DRAINAGE IMPROVEMENTS PHASE V; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$229,412.72 TO CONSTRUCT THE RESIDUAL FOUR (4) LOCALIZED DRAINAGE AREAS PRIORITIZED IN PHASE V DRAINAGE IMPROVEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village contracted with Stantec Consulting Services to provide drainage engineering and planning for the preparation of drainage improvements in the area of SW 174TH ST (from SW 77TH AVE to Old Cutler Road)/SW 74TH CT (from 174TH Street to 176TH ST), SW 176TH ST (from 77TH AVE to 75TH AVE)/SW 74TH PL (from Cul de Sac)/SW 75TH AVE (from 178TH TERR to 176TH ST)/ SW 178TH TERR (from 77TH AVE to 75TH AVE), SW 92ND AVE (from 163RD TER to middle of North Bend), SW 91ST AVE (from SW 168TH ST to SW 164TH ST), SW 81ST AVE (from SW 151ST ST to 148TH DR), SW 73RD CT & SW 154TH TER, SW 74TH AVE & SW 145TH TERR, SW 145 TER (from SW 68TH CT to SW 68TH AVE) SW 68TH CT (UP TO 144TH TER), SW 148TH ST (from SW 80TH AVE to SW 78TH AVE), SW 72ND AVE (from SW 144TH ST to SW 139TH ST), SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) in accordance with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, Florida Department of Transportation and the Department of Environmental Resource Management; and

WHEREAS, a competitive bid process was followed for construction services for Phase V drainage improvements with the issuance of Invitation to Bid No. 2012-PW-103; and

WHEREAS, after a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Wrangler Construction, Inc. provided the lowest, most inclusive and responsible bid in an amount not to exceed \$908,167.72 for construction of Phase V drainage improvements in eleven (11) localized areas; and

WHEREAS, Phase V localized drainage improvements construction is scheduled to be completed in two (2) Parts; and,

WHEREAS, Stantec Consulting Services assigned three levels of priority to the eleven (11) areas; and

WHEREAS, the Village contracted with Wrangler Construction, Inc. the lowest, most inclusive and responsible bid to provide construction services in an amount of \$678,755 via Resolution No. 2013-02 for seven (7) drainage improvement areas identified as Phase V Part 1 Drainage Improvement; and,

WHEREAS, Wrangler Construction commenced construction of Phase V Part 1 Drainage Improvements in the area of SW 174TH ST (from SW 77TH AVE to Old Cutler

Road)/SW 74TH CT (from 174TH Street to 176TH ST), SW 176TH ST (from 77TH AVE to 75TH AVE)/SW 74TH PL (from Cul de Sac)/SW 75TH AVE (from 178TH TERR to 176TH ST)/ SW 178TH TERR (from 77TH AVE to 75TH AVE), SW 91ST AVE (from SW 168TH ST to SW 164TH ST), SW 74TH AVE & SW 145TH TERR, SW 145 TER (from SW 68TH CT to SW 68TH AVE) SW 68TH CT (UP TO 144TH TER), SW 148TH ST (from SW 80TH AVE to SW 78TH AVE), SW 72ND AVE (from SW 144TH ST to SW 139TH ST), in FY 12-13; and

WHEREAS, the Village desires to commence construction of Phase V Part 2 Drainage Improvements in the area of SW 92ND AVE (from SW 163RD TERR to middle of North Bend), SW 81ST AVE (from SW 151ST ST to 148TH DR), SW 73RD CT & SW 154TH TER, SW 161ST ST (from SW 80TH AVE to SW 78TH AVE) in FY 13-14; and,

WHEREAS, the Village would like to continue its contract with Wrangler Construction, Inc. for construction of Phase V Part 2 drainage improvement in the amount not to exceed \$229,412.72 in FY 2013-14 in accordance with Invitation to Bid No. 2012-PW-103.

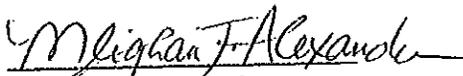
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

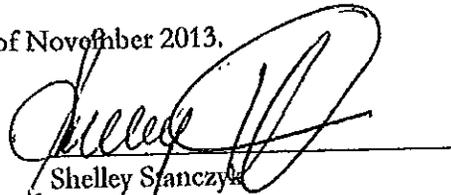
Section 1. The Village Manager is authorized to enter into an agreement with Wrangler Construction, Inc. for localized drainage improvements Phase V Part 2 in an amount not to exceed \$229,412.72.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this 4th day of November 2013.

Attest:


Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUEROA & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore YES

Council Member Tim Schaffer YES

Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>



To: Honorable Mayor and Village Council

Date: April 28, 2014

From: Ron E. Williams, Village Manager

Re: Selection of E. Sciences to
Provide Village-Wide Tree
Inventory

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO INVITATION TO BID 1314-11-005 VILLAGE-WIDE TREE INVENTORY; APPROVING THE SELECTION OF E. SCIENCES, INC., AS THE MOST RESPONSIVE BIDDER TO PROVIDE VILLAGE-WIDE TREE INVENTORY SERVICES IN ACCORDANCE WITH THE URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$38,556.00; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village Council approved Resolution No. 2013-29 authorizing the Department of Public Works to submit an application for an Urban Community Forestry Grant in an amount not to exceed \$20,000. A 50/50 match is required (50% grant/50% applicant). The application as submitted was selected and awarded a grant in the amount of \$15,000 funded through the Urban and Community Forestry Grant Program. The Urban and Community Forestry (U&CF) grant funds provided through the USDA Forest Service are administered in each of the fifty states through the Office of the State Forester of which these funds are nationally authorized by the 1995 Farm Bill. Grant awards are 100% funded by the federal government through the U.S. Forest Service. This grant in an amount of \$15,000, with the Village's \$15,000 match, will fund the development of a local tree inventory/hazardous tree inventory on nonfederal public properties (includes parks, right-of ways and preserves).

The Village-wide inventory will result in a complete survey of all trees on Village owned public right-of-ways, Village facilities, and Village Parks. This information will make known the location, age, and condition of each street tree species; provide guidelines for where new street tree planting can be implemented, provide a work program that is more efficient and cost effective to manage and maintain, and assist in the preparation for and recovery after storm events.

A competitive bid process was followed to identify a consultant that specializes in the development of street tree inventory master plan with the issuance of Request for Proposal

No. 1314-11-005. The bid was advertised in the Daily Business Review on February 14th, 2014. Bids for Village-wide Tree Inventory Services were received and opened and read aloud at a public meeting on March 18th, 2014 with two (2) contractors submitting a bid.

Members of the Village's Tree Advisory Board were selected to evaluate and make recommendations regarding RFP No. 1314-11-005 proposal submittals. The selection committee individually evaluated the bid packages and summarized the submittals based on pricing, qualifications, methodology/approach, and references. After a thorough analysis of the responses, the review committee ranked the second lowest bidder E. Sciences, Inc. as the highest ranked firm. The proposal submitted included all the required documentation and licenses. It was found that E. Sciences, Inc. procures superior qualifications, knowledge, and experience as compared to that of Ross GIS Consulting, Inc. (lowest bidder). E. Sciences Inc. provided the Village of Palmetto Bay with a comprehensive plan inclusive of exceptional references, cost per tree, extensive experience and the capacity to meet the requirements under the scope of Request for Proposal No. 1314-11-005 Village-wide Tree Inventory.

As a result of the selection committee's evaluation of each proposal, the highest ranking firm in accordance with the attached evaluation tabulation is being recommended for approval. The selection committee recommended and the Village concurs with the recommendation of award to E. Sciences, Inc. The second lowest bidder (E. Sciences, Inc.) submitted the most responsive and responsible bid to provide Village-wide Tree Inventory services in accordance with RFP No.1314-11-005 in an amount not to exceed \$38,556.

The Department of Public Works recommends that it is in the best interest of the Village to establish a contract with E. Sciences, Inc., the second lowest bidder that submitted the most responsive and responsible bid. The Administration is requesting authorization from the Village Council to negotiate a contract agreement with E. Sciences, Inc. for the provision of Village-wide Tree Inventory Services in an amount not to exceed \$38,556.

FISCAL/BUDGETARY IMPACT:

The Village budgets this item under "Special Revenue Funds Easements and Swales" in an amount not to exceed \$38,556 during Fiscal Year 2013-14; (\$15,000 will be reimbursed from (Urban and Community Forestry (U&CF)) grant funds in the Fiscal Year 2013-2014.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO INVITATION TO BID 1314-11-005 VILLAGE-WIDE TREE INVENTORY; APPROVING THE SELECTION OF E. SCIENCES, INC., AS THE MOST RESPONSIVE BIDDER TO PROVIDE VILLAGE-WIDE TREE INVENTORY SERVICES IN ACCORDANCE WITH THE URBAN AND COMMUNITY FORESTRY GRANT MEMORANDUM OF AGREEMENT; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$38,556.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council approved Resolution No. 2013-29 authorizing the Department of Public Works to submit an application for an Urban Community Forestry Grant in an amount not to exceed \$20,000; and

WHEREAS, the Urban and Community Forestry (U&CF) grant funds provided through the USDA Forest Service are administered in each of the fifty states through the Office of the State Forester, and these funds are nationally authorized by the 1995 Farm Bill; and

WHEREAS, 50/50 match is required (50% grant/50% applicant); and

WHEREAS, the Department of Public Works allocates \$50,000 on a yearly basis for the Village's forestry program in order to comply with the Tree City USA recognition requirements; therefore no additional allocation of funds is necessary for the Village's 50% match requirement;

WHEREAS, the application as submitted was selected and awarded a grant in the amount of \$15,000 funded through the Urban and Community Forestry Grant Program; and

WHEREAS, this grant in an amount of \$15,000, with the Village's \$15,000 match, will fund the development of a local tree inventory/hazardous tree inventory on nonfederal public properties (includes parks, right-of-ways and preserves); and

WHEREAS, the Village-wide inventory will result in a complete survey of all trees on Village owned public right-of-way, at Village facilities, and in Village Parks; and

WHEREAS, this information will make known the location, age, and condition of each street tree species; provide guidelines for where new street tree planting can be implemented, provide a work program that is more efficient and cost effective to manage and maintain that are healthy, and assist in the preparation for and recovery after storm events; and

WHEREAS, A competitive bid process was followed to identify a consultant that specializes in the development of street tree inventory master plan with the issuance of Request for Proposal No. 1314-11-005; and

WHEREAS, the bid was advertised in the Daily Business Review on February 14th, 2014; and

WHEREAS, Village-wide Tree Inventory Services were received and opened and read aloud at a public meeting on March 18th, 2014 with two (2) contractors submitting a bid; and

WHEREAS, members of the Village's Tree Advisory Board were selected to evaluate and make recommendations regarding RFP No.1314-11-005 proposal submittals; and

WHEREAS, the selection committee individually evaluated the bid packages and summarized the submittals based on pricing, qualifications, methodology/approach, and references; and

WHEREAS, as a result of the selection committee's evaluation of each proposal, E. Sciences, Inc., the highest ranking firm in accordance with the attached evaluation tabulation, is being recommended for approval; and

WHEREAS, the selection committee recommended and the Village concurs with the recommendation to award a contract to E. Sciences, Inc., the second lowest bidder, as they submitted the most responsive and responsible bid, to provide Village-wide Tree Inventory services in accordance with RFP No.1314-11-005 in an amount not to exceed \$38,556; 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 to negotiate a contract agreement with E. Sciences, Inc. to provide Village-wide Tree Inventory Services in an amount not to exceed \$38,556.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this ____ day of May, 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:

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____

**Village of Palmetto Bay
Finance Department Procurement Action
AWARD RECOMMENDATION**



To: Corrice E. Patterson, Public Works Director

From: Kristy Bada, Procurement Specialist

Date: April 18th, 2014

RFP/ITB#: 1314-11-005 Item/Service: Village-wide Tree Inventory Services

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portion(s) of this form for proper presentation and recommendations by your department for Council approval. Please return this form to the Procurement Specialist as soon as possible. An executed copy of this form will be returned to your department for resolution memo/item preparation.

I. Procurement Comments:

During the administrative review of bid submittals for Village-wide Tree Inventory Services, RFP 1314-11-005, it was found that E. Sciences Inc. was the lowest, most responsive, and responsible bidder. The proposal submittal included all of the required documentation, licenses, references, and addendum acknowledgements. The references listed provided positive feedback and further qualified their competence in completing projects of this nature.

II. Recommendation:

a. Which bid is being recommended? E. Sciences, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes No

If No, is the variance considered: Minor Major

Explain: N/A

c. Is the recommendation the lowest bid received? Yes No

List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary:

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The review committee, comprised of Rainer Schael, Don Pybas, and Henry Clifford of the Village's Tree Advisory Board evaluated all proposals received. Kristy Bada, Procurement Specialist, further reviewed all proposal submittals and tabulated the evaluations completed by the review committee, which resulted in E. Sciences, Inc. as the highest ranked contractor. Kristy Bada concurs with the results of the review committee evaluations, therefore it is recommended for award to the lowest, most responsive, and responsible bidder, which is E. Sciences, Inc.

IV. Recommendation Approval:

Signature/Date [Signature] 4/18/14
Kristy Bada, Procurement Specialist

Signature/Date [Signature]
Corrice E. Patterson, Public Works Director

Signature/Date [Signature] 4/21/14
Desmond Chin, Finance Director

Signature/Date [Signature] 4/21/14
Ron E. Williams, Village Manager

VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Village wide Tree Inventory Services
RFP 1314-11-005

Name of Bidder: E. Sciences, Inc.

To Whom it May Concern,

The above reference vendor has submitted a response to a bid solicitation that was issued by the Village of Palmetto Bay. The Bidder has provided your information as a reference with their Bid submission and by providing you with this document we are requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Environmental Impact Study for Dr. Martin Luther King Jr., Boulevard, Florida Department of Transportation Local Area Planning (LAP) Certification (State of Florida Discretionary Grant)

Initial Value of Contract: \$12,259.00 Final Value of Contract: \$12,259.00

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: 0 Were any contractor driven: N/A

Number of RFI's submitted by the vendor: 0

If you responded no to any of the above please provide details:

Comments: Over the past 4 years, the firm has provided similar services for numerous other sites throughout the CRA with

contract values ranging from \$2,500.00 to \$33,000.00. Scope of services varied from simple Phase I studies to complex Phase II related services. The firm has performed above my expectations and has demonstrated to be a classy vendor. I do not hesitate to recommend the firm to provide a full gamut of environmental services. I intend to continue using the firm in the future without reservation.

Name of Public Entity/Company: Pompano Beach Community Redevelopment Agency (CRA)

Name of Individual completing this form: Horacio Danovich

Signature: _____ Title: Director of Engineering - CRA Engineer

Telephone: (954) 786-7834 Email: horacio.danovich@copbf.com

Thank you for your support in helping us evaluate our solicitation responses. You may fax or email to (305)259-1290 or KBada@palmettobay-fl.gov.

Sincerely,
Kristy Bada, Procurement Specialist

VILLAGE OF PALMETTO BAY ■ REFERENCE FORM



Solicitation Information: Village wide Tree Inventory Services
RFP 1314-11-005

Name of Bidder: E. Sciences, Inc.

To Whom it May Concern,

The above reference vendor has submitted a response to a bid solicitation that was issued by the Village of Palmetto Bay. The Bidder has provided your information as a reference with their Bid submission and by providing you with this document we are requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: River Oaks Preserve - P11419

Initial Value of Contract: 119,000 Final Value of Contract: 109,000

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: 0 Were any contractor driven: N/A

Number of RFI's submitted by the vendor: ~3

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: City of Fort Lauderdale

Name of Individual completing this form: Lawrence Teich

Signature: Lawrence Teich By: Lawrence Teich, Environmental Resource Supervisor Title: Environmental Resource Supervisor

Telephone: 954-828-7844 Email: lteich@fortlauderdale.gov

Thank you for your support in helping us evaluate our solicitation responses. You may fax or email to (305)259-1290 or KBada@palmettobay-fl.gov.

Sincerely,
Kristy Bada, Procurement Specialist

VILLAGE OF PALMETTO BAY ■ REFERENCE FORM



Solicitation Information: Village wide Tree Inventory Services
RFP 1314-11-005

Name of Bidder: E. Sciences, Inc.

To Whom it May Concern,

The above reference vendor has submitted a response to a bid solicitation that was issued by the Village of Palmetto Bay. The Bidder has provided your information as a reference with their Bid submission and by providing you with this document we are requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information: City of Miami Beach

Title/Scope of Work: Tree Inventory GIS Work and i-Tree Canopy Analysis

Initial Value of Contract: \$9,023 Final Value of Contract: \$23,796

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: 0 Were any contractor driven: 0

Number of RFI's submitted by the vendor: 5

If you responded no to any of the above please provide details:

Comments:

Contractor performed the required work in a professional and expedient manner. Work was completed on-time and all required documents, invoices and products were provided and thoroughly explained. Any and all RFI's were answered quickly and showed that the contractor had a complete grasp of the project requirements.

Name of Public Entity/Company: City of Miami Beach Public Works Department Greenspace Management Division

Name of Individual completing this form: Mark Williams

Signature: *Mark Williams* Title: City Urban Forester

Telephone: 305-673-7000 ext)6391 Email: markwilliams@miamibeachfl.gov

Thank you for your support in helping us evaluate our solicitation responses. You may fax or email to (305)259-1290 or KBada@palmettobay-fl.gov.

Sincerely,
Kristy Bada, Procurement Specialist

Village of Palmetto Bay
Village-wide Tree Inventory Services
RFP 1314-11-005
Tabulation & Checklist



	Ross GIS Consulting, Inc.	E. Sciences, Inc.
Proposal Amount		
LSC1 - Lump Sum Cost - Inventory of all trees located within Village owned Public ROW	\$17,812.50	\$33,879.00
LSC2 - Lump Sum Cost - Inventory of all trees located within Village Facilities	\$937.50	\$408.00
LSC3 - Lump Sum Cost - Inventory of all trees located within Village Parks	\$11,250.00	\$4,269.00
CPT1 - Cost Per Tree	\$3.75	\$2.18
Amount of Trees included in Lump Sum Cost	8,000.00	15,000+
Total Bid (LSC1, LSC2, LSC3):	\$30,000.00	\$47,113.00 \$38,556.00
Proposal Checklist		
Pre-Bid Conference	✓	✓
Price Form completed and executed in accordance with the Terms and Conditions, and the Scope of Services	✓	✓
Bidder Qualifications	✓	✓
Completeness of Proposal Submittal	Missing Certificate of Insurance; Technical Equipment to be used was not detailed ✗	✓
Copies of Bid and Village Required Forms	✓	✓
Addendum Acknowledgment	✓	✓
References	✓	✓

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Friday, February 14th, 2014
 Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,
 Village Clerk

Village of Palmetto Bay
Village-wide Tree Inventory Services
RFP 1314-11-005



Proposal Evaluations Final Score Tabulation

Vendor	1	2	3	Total (Max. 300 pts.)	Average Score (Max. 100)	Ranking
Ross GIS Consulting, Inc.	70	37	88	195	65.00	2
E Sciences, Inc.	85	35	88	208	69.33	1

Date Advertised: Friday, February 14th, 2014
 Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,
 Village Clerk

EXHIBIT 2

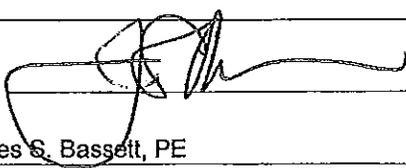
Village of Palmetto Bay, Florida ° Village-wide Tree Inventory Services ° RFP No. 1314-11-005

SECTION 8.0: Required Proposal Submission Forms

PRICE/COST FORM		
Page 1 of 2		
<i>RFP 1314-11-005 Village-wide Tree Inventory Services</i>		
Item No.	Description	Total Price
LSC ₁	Lump Sum Cost -Inventory of all trees located within Village owned Public ROW	\$ 33,879*
LSC ₂	Lump Sum Cost - Inventory of all trees located within Village Facilities	\$ 408
LSC ₃	Lump Sum Cost - Inventory of all trees located within Village Parks	\$ 4,269
CPT	Cost Per Tree	\$ 2.18
Total for Items No. LSC₁, LSC₂, & LSC₃		\$ 47,113
The cost also includes all tasks to be performed and deliverables as detailed in the agreed upon scope of work.		

TOTAL PRICE AMOUNT FOR ITEMS LSC₁, 2, & 3 IN FIGURES (LUMPSUM): \$ 47,113

TOTAL PRICE AMOUNT FOR ITEMS LSC₁, 2, & 3 (WRITTEN): Forty seven thousand, one hundred and thirteen.

Signature of Official:  _____

Name (typed): James S. Bassett, PE

Title: Principal

Consultant: E Sciences, Incorporated

Date: March 14, 2014

*includes coordination meeting, uploading inventory data and training on software.

PRICE/COST FORM

Page 2 of 2

RFP 1314-11-005 Village-wide Tree Inventory Services Software Costs

Item No.	Enter Description	Total Price
SC - Option 1	<u>TreeWorks by the Kenerson Group - Basic</u>	\$ 7,000, + \$800 annual fees starting year two
SC - Option 2	<u>TreeWorks by the Kenerson Group - Professional</u>	\$ 9,000, + \$800 annual fees starting year two
SC - Option 3	<u>ArborPro Municipal by ArborPro, Inc.</u>	\$ 6,500, + \$1,750 annual fees starting year two
SC - Option 4	<u>Talking2Trees by Talking2Trees, LLC</u>	\$ 6,400*, + \$2,500 annual fees starting year two
SC - Option 5	<u>i-Tree Streets</u>	\$ 0, no annual fees

▪ Consultants shall list a minimum of two (2) proposed software options, price ranges and any interest the proposer has in the software distributor or developer.

▪ Total price shall include subscription inclusive of licensing, maintenance fee, and technical support

* Special E Sciences negotiated rate

Signature of Official: _____



Name (typed): James S. Bassett, PE

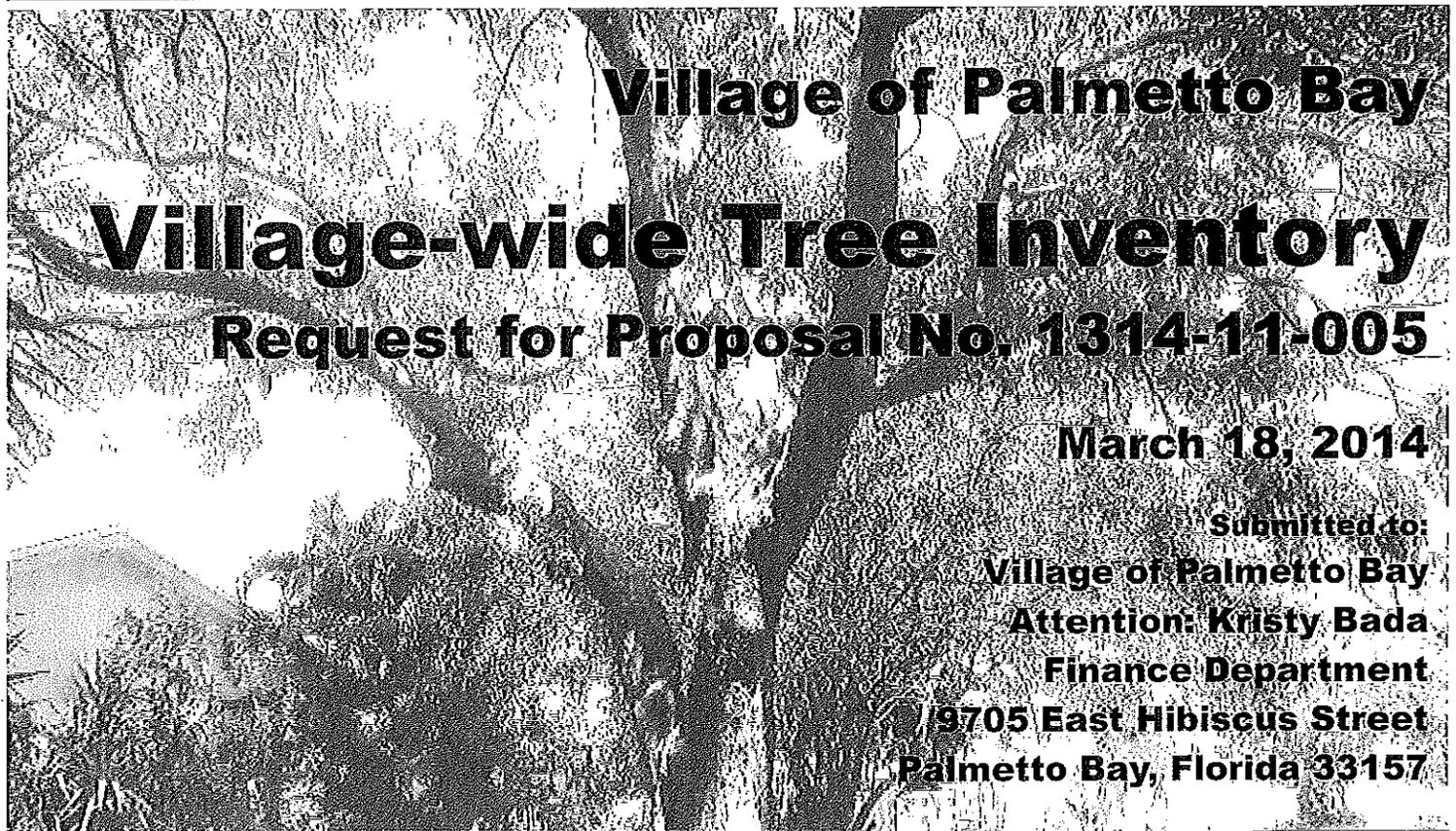
Title: Principal

Consultant: E Sciences, Incorporated

Date: March 14, 2014



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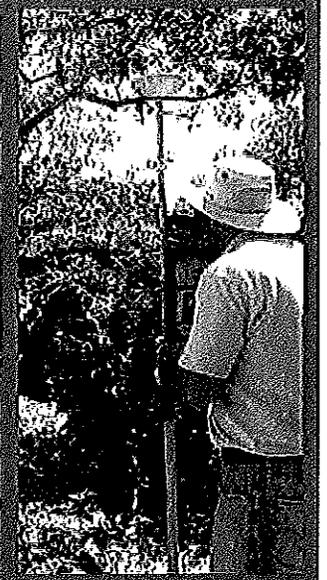
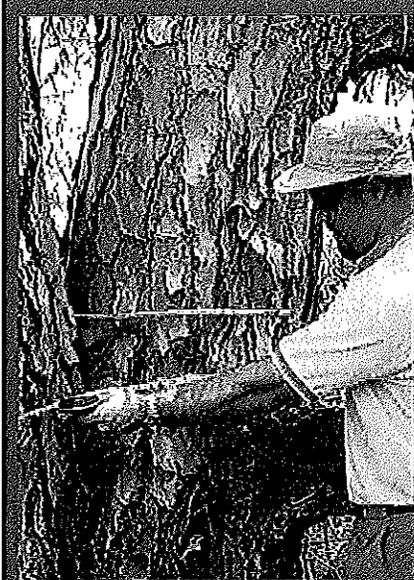
Village of Palmetto Bay

Village-wide Tree Inventory

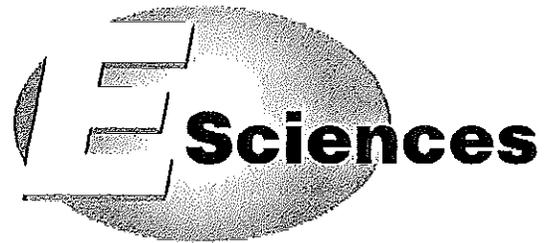
Request for Proposal No. 1314-11-005

March 18, 2014

**Submitted to:
Village of Palmetto Bay
Attention: Kristy Bada
Finance Department
19705 East Hibiscus Street
Palmetto Bay, Florida 33157**



Tab A Cover Letter



ENGINEERING ENVIRONMENTAL ECOLOGICAL

Tab A Cover Letter

E Sciences, Incorporated (E Sciences) is an environmental, engineering and ecological consulting firm providing a wide range of services to clients in both the public and private sectors. Our firm was formed in 2000, bringing together a team of professional and technical staff members with a long history of successfully executing projects throughout Florida.

E Sciences is pleased to submit our qualifications for tree inventory services. We understand that the Village's primary goal for this project is to establish a Village-wide inventory of public trees to allow the Village to actively manage the Village's urban forest. We know that conducting an inventory is a critical first step in developing an urban forest management plan that can lead to a healthy urban forest.

E Sciences will manage the project from our Miami office. Our office address and primary project contact is provided in the adjacent box. Our project manager for this contract is **Mr. Justin Freedman, MS**, who is uniquely qualified to manage this contract. In addition to extensive professional experience consulting for municipal urban forestry programs in South Florida, he serves on the Executive Committee of the Florida Urban Forestry Council (FUFC), whose

mission is to educate and support municipal urban forestry programs statewide. Through its educational programming and publications, the FUFC stresses the importance of having an actively-managed tree inventory and urban forest management plan. Mr. Freedman teaches classes related to tree inventories, urban forestry and landscaping throughout Florida. He is an International Society of Arboriculture (ISA) Certified Arborist and Landscape Inspectors Association of Florida (LIAF) Certified Landscape Inspector. He also recently completed the ISA's Tree Risk Assessment Qualification (TRAQ) course.

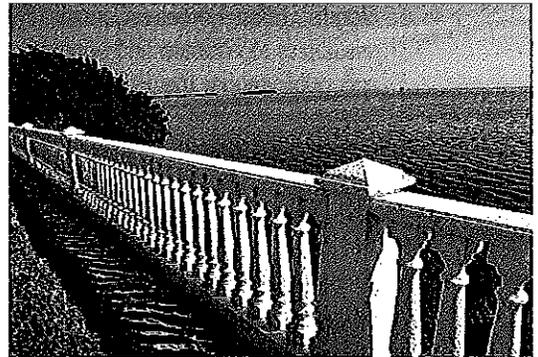
E Sciences is eager and highly qualified to provide these services to the Village. We specialize in providing similar services to municipalities and other governmental agencies, including tree inventories for nearby communities such as Miami Beach and Doral. Our South Florida staff includes 12 professional scientists and engineers, including LIAF Certified Landscape Inspectors and ISA Certified Arborists.

E Sciences' extensive staff resources ensure that the Village has access to a wide range of professionals to efficiently provide the services requested. Additional key staff members include **Mr. Brian Voelker, MS**, environmental scientist and ISA Certified Arborist and LIAF Certified Landscape Inspector with over 17 years of South Florida experience; **Mr. Jacob James**, environmental scientist and ISA Certified Arborist with more than seven years of experience planting, monitoring and inventorying trees; **Ms. Loretta Gebow**, senior GIS specialist; and **Ms. Nadia Locke, PE**, who will serve as principal-in-charge for this contract. Resumes of our key staff are found in Tab E Additional Submission Requirements.

E Sciences' arborists are leaders in the field; in the past year alone, E Sciences staff have conducted seven trainings/workshops/seminars related to urban forest management and maintenance practices. Our staff possess the knowledge and experience required to successfully service this contract, including the following:

E Sciences, Incorporated
Justin Freedman, MS
Project Manager / Senior Scientist
111 NE 1st Street, Suite 906, Miami, Florida 33316
(786) 517-2632 Tel, (305) 397-1556 Fax, (301) 602-0657 Cell
jfreedman@esciencesinc.com

- Our staff are fully trained in safe and efficient work practices, including being certified in advanced maintenance of traffic.
- We specialize in municipal and FDOT work, which means that E Sciences' staff are trained to utilize thorough record keeping and reporting procedures.
- The data will be collected by ISA Certified Arborists with substantial GIS training and experience.
- E Sciences' arborists keep current on the latest research into the science and practice of arboriculture and are knowledgeable regarding pruning requirements and typical disease/pests of trees and landscape plants in the South Florida area.
- Our staff have provided maintenance recommendations for tens of thousands of individual trees and have also conducted third-party audits on maintenance work to ensure compliance with specifications.
- All of E Sciences' arborists come from a scientific background and are familiar with factors in the urban environment that effect tree and landscape performance, including soils, hydrology, pollutants and infrastructure conflicts.
- Project manager Justin Freedman teaches Florida Department of Environmental Protection (FDEP) / UF IFAS courses in the proper use of chemicals used in tree and landscape maintenance as it relates to efficiency and water quality protection.
- Our arborists are accustomed to assessing trees within typical South Florida conditions and thus are knowledgeable regarding soil management, plant identification and maintenance requirements for our local plant materials and conditions.
- E Sciences' arborists have knowledge of applicable laws and regulatory codes related to public improvement projects and development at the state, county and municipal level.



We appreciate this opportunity to present our qualifications to the Village of Palmetto Bay and look forward to your favorable response.

Sincerely,

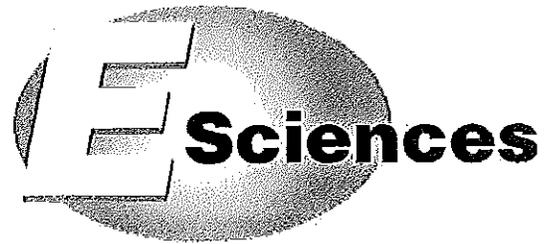
E SCIENCES, INCORPORATED

Justin Freedman, MS
Project Manager

James S. Bassett, PE
Vice President

Tab B

Qualifications & Experience



ENGINEERING ENVIRONMENTAL ECOLOGICAL

Tab B Qualifications and Experience

The following is a list of similar contracts undertaken by E Sciences and its key staff within the previous five years.

-
- 1 City of Miami Beach**
E Sciences is conducting street tree inventories and an i-Tree canopy assessment for the City. This project is managed by Justin Freedman and tasks are being conducted by Brian Voelker and Jacob James.
Reference: Mark Williams, Urban Forester
2100 Washington Avenue, Miami Beach, Florida 33139
Phone: (305) 673-7000
Project Dates: November 2013 – September 2014
Total Fees: \$22,736

 - 2 City of Oakland Park**
E Sciences conducted an i-Tree canopy assessment for the City. This project was managed by Justin Freedman and conducted by Brian Voelker and Jacob James.
Reference: Charles Livio, Urban Forester
Parks & Leisure Services Department
3650 NE 12th Avenue, Oakland Park, Florida 33334
Phone: (954) 630-4511
Project Dates: January 2014
Total Fees: \$990

 - 3 Country Walk Homeowners Association**
E Sciences conducted two tree inventories for the Country Walk homeowner's associations in Miami-Dade County. This project was managed by Justin Freedman and conducted by Brian Voelker and Jacob James.
Reference: Dana Davis, Property Manager
14601 Country Walk Drive Miami, Florida 33186
(305) 238-9336 Ext.17
Project Dates: May 2013 – June 2013
Total Fees: \$22,500

 - 4 Kendall Breeze Homeowner's Association**
E Sciences conducted two tree inventories for the Kendall Breeze Homeowner's Association. This project was managed by Justin Freedman and conducted by Brian Voelker and Jacob James.
Reference: Rita Rad, Property Manager
12300 SW 125th Court, Miami, Florida 33186
Phone: (305) 259-3224
Project Dates: May 2013 – July 2013
Total Fees: \$8,500
-

- 5 City of Doral**
E Sciences conducted a Tree Inventory for two parks for the City of Doral. This project conducted by Justin Freedman and Jacob James.
Reference: John Rebar
Parks and Recreation Department
8300 NW 53rd Street, Suite 202, Doral, Florida 33166
Phone: (305) 593-6600
Project Dates: January 2010 – March 2010
Total Fees: \$4,100
- 6 Manatee County**
E Sciences conducted a county-wide forest cover analysis for Manatee County. Key staff included Justin Freedman and Patricia Gertenbach.
Reference: Ingrid McClellan, Executive Director
Keep Manatee Beautiful
PO Box 14426, Bradenton, Florida 34280
Phone: (941) 795-8272
Project Dates: December 2009 – October 2010
Total Fees: \$14,000
- 7 Town of Davie**
Justin Freedman, while with another firm, managed an i-Tree Ecosystem Assessment and Canopy Study for the Town of Davie. This project included 90 field plots.
Reference: Tim Lee, Urban Forester
3801 S. Pine Island Road, Davie, Florida 33328
Phone: (954) 797-1146
Project Dates: March 2011 - October, 2011
Total Fees: \$25,000

Additionally, Brian Voelker, while with another firm, conducted the following tree inventories within the past five years:

- **Hollywood/Fort Lauderdale International Airport** (runway expansion), 2011, Dale Stubbs, (954) 733-7233
- **City of Coral Springs** (14 City properties), 2010, Mark Westfall, (954) 344-1117
- **Miami Dade Expressway Authority** (airport improvements) 2010, Jeffrey Dawson, (305) 876-7380
- **School Board of Broward County** (i-Tree assessment), 2009, Gary Hines, (754) 321-1573
- **Florida Department of Transportation District Four** (multiple roadway projects), 2009-2011, James Ford, (954) 777-4434

Prior to 2009, Justin Freedman and Brian Voelker conducted numerous additional tree inventories, including large projects for the **City of West Palm Beach**, **Town of Windermere**, and **City of Pompano Beach**. They have also provided similar services for several golf courses and homeowner's associations.

E Sciences has provided our government references on the assigned form on the following pages.

GOVERNMENTAL REFERENCES

The Bidder's response to this questionnaire will be utilized as part of the Village's overall Bid Evaluation and Vendor selection. Copies of reference sheet may be made to provide additional references; no more than ten.

1. Governmental References: List other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years.

Name of Agency: City of Miami Beach

Address: 2100 Washington Avenue, Miami Beach, Florida 33139

Telephone No.: (305) 673-7000

Contact Person: Mark Williams

Email: markwilliams@miamibeachfl.gov

Type of Project: Tree Inventory

Date of Project: November 2013 - September 2014

Amount of Project: \$22,736

Name of Agency: City of Oakland Park

Address: 3650 NE 12th Avenue, Oakland Park, Florida 33334

Telephone No.: (954) 630-4511

Contact Person: Charles Livio

Email: charlesl@oaklandparkfl.org

Type of Project: Tree Canopy Assessment

Date of Project: January 2014

Amount of Project: \$990

Name of Agency: Keep Manatee Beautiful (Manatee County)

Address: PO Box 14426, Bradenton, Florida 34280

Telephone No.: (954) 797-1146

Contact Person: Ingrid McClellan

Email: keep@manateebeautiful.com

Type of Project: County-wide Forest Cover Analysis

Date of Project: December 2009 - October 2010

Amount of Project: \$14,000

Name of Agency: City of Fort Lauderdale

Address: 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301

Telephone No.: (954) 828-7844

Contact Person: Lawrence Teich

Email: LTeich@FortLauderdale.gov

Type of Project: Environmental Engineering Services for a Stormwater Park including Tree Survey

Date of Project: March 2011 - October 2013

Amount of Project: \$40,920

Name of Agency: Florida Department of Transportation District Four

Address: 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309

Telephone No.: (954) 777-4339

Contact Person: David Bogardus

Email: david.bogardus@dot.state.fl.us

Type of Project: Districtwide Environmental Services Contract

Date of Project: May 2005 - October 2010

Amount of Project: \$5,300,000

Name of Agency: City of Pompano Beach CRA

Address: 100 West Atlantic Boulevard, Room 276, Pompano Beach, Florida 33060

Telephone No.: (954) 786-7834

Contact Person: Horacio Danovich

Email: horacio.danovich@copbfl.com

Type of Project: Environmental Consulting Continuing Services

Date of Project: July 2010 - June 2012

Amount of Project: \$129,000

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

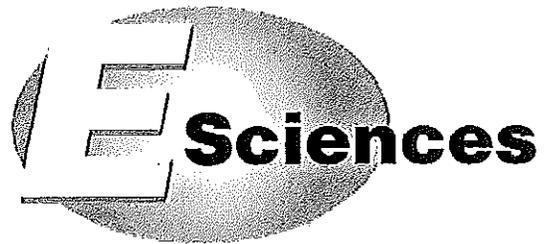
Email: _____

Type of Project: _____

Date of Project: _____

Amount of Project: _____

Tab C Fees



ENGINEERING ENVIRONMENTAL ECOLOGICAL

Tab C Fees

E Sciences has provided fees in the Price/Cost Form provided at the end of this section. Please note, we recommend the following regarding our price proposal:

- All fees associated with meetings, training, coordination, etc. have been included in line item LSC1.

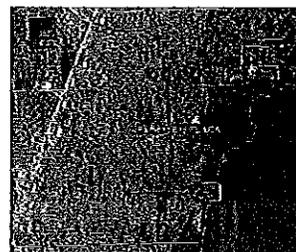
As part of this project, E Sciences proposes including a calculation of the Village's urban forest canopy coverage using the i-Tree Canopy software program at no cost to the Village. This task will include production of a one-page report, which will discuss the ecological services that the trees provide. That report can be used for planning purposes, as well as for outreach and education for Village residents, business owners and elected officials. An example of the one-page report is below.

VILLAGE OF PAMETTO BAY CANOPY ASSESSMENT



Background

The Village of Palmetto Bay engaged E Sciences, Incorporated (E Sciences) to conduct a city-wide tree canopy analysis using the web-based software tool i-Tree Canopy. This tool estimates tree canopy coverage and allows communities to set canopy goals and monitor canopy coverage changes over time.



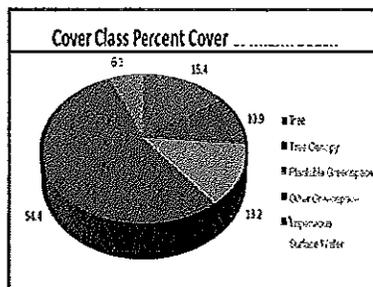
Methodology

E Sciences defined the assessment area as the City's boundary and defined five appropriate cover classes: Tree Canopy, Plantable Greenspace, Other Greenspace, Impervious Surfaces, and Surface Water. E Sciences classified 1,000 points randomly generated by the i-Tree program over aerial imagery of the City within those five cover classes, resulting in a standard error (SE) of less than 1.6 for each class.

Results

The resulting data in the table to the right shows that more than half of the City's area consists of impervious surfaces (i.e. roads, sidewalks, buildings), and tree canopy cover represents over 15 percent of the City's total area. Plantable Greenspace represents approximately 11 percent of the City. These planting spaces primarily fall within private property. As a comparison, Miami-Dade County studies indicate that county-wide canopy coverage falls between 10 and 15 percent, while tree canopy cover in urban areas across the U.S. averages 27 percent (Dwyer and Nowak, 2000).

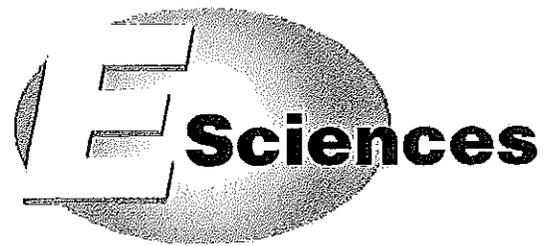
Cover Class	Description	Percent / SE
Tree Canopy	Tree, non-shrub	15.4 ± 1.1
Plantable Greenspace	Greenspace that can be planted	10.9 ± 1
Other Greenspace	Greenspace that cannot be planted	13.2 ± 1.1
Impervious Surface	Buildings, roads, sidewalks, etc.	54.4 ± 1.6
Surface Water	Lakes, ponds, canals, etc.	6.1 ± 0.8



Urban Canopy Structure

The City's urban canopy is comprised of a variety of palm species (e.g. cabbage palm, coconut palm, royal palm), native trees (e.g. live oak, seagrape, mahogany, pigeon plum) and exotic trees (e.g. royal poinciana, Brazilian beautyleaf, Australian pine). These trees provide ecosystem services to the City that include cooling, pollutant removal and carbon sequestration and storage. The City should maintain its existing tree canopy and seek opportunities to plant additional trees within public spaces. It should also encourage tree plantings in private property. This can be done using incentives such as tree give-away programs.

Tab D Contract



ENGINEERING ENVIRONMENTAL ECOLOGICAL

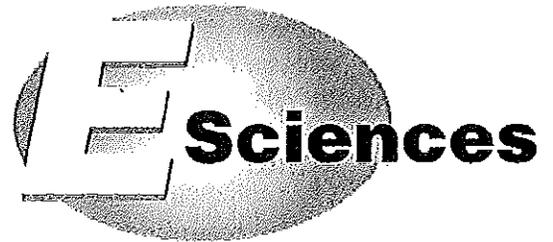
Tab D Contract

E Sciences has one exception to the standard contract provided in Exhibit A of the RFP. We would ask that the following, Article 10, Indemnification language be changed as follows:

Article 10 Indemnification

Consultant 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 negligent performance or willful misconduct ~~performance of this Agreement by~~ of the Consultant or its employees, agents, servants, partners, principals or sub-Consultants. Consultant 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.~~ Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant 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.

Tab E
Additional Submission
Requirements



ENGINEERING ENVIRONMENTAL ECOLOGICAL

Tab E Additional Submission Requirements

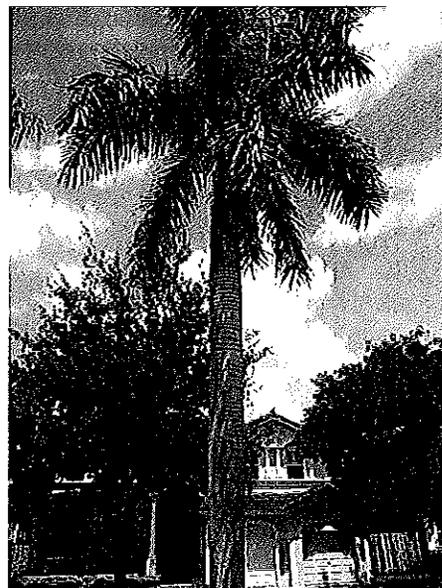
A. Project Approach

Description of approach to completing the work

Coordination, Software Acquisition and Planning

E Sciences will begin the project by meeting with the Village staff to review the scope of work, right-of-way considerations, schedules, and other issues of concern. We will also work with the Village to select a tree inventory software package by reviewing the specifications, capabilities and costs of each option with Village staff. E Sciences does not have a relationship with any of the software vendors and can serve as an impartial guide to the Village. In many cases we would not recommend the use of third party software when existing systems such as GIS can save the Village money.

If the Village chooses to purchase a software package, E Sciences will work with the Village and vendor to acquire and install the software on the Village's systems. **We will provide updates to the Village at the frequency at which the Village feels most comfortable. E Sciences will inform the Village of issues as soon as they arise to avoid impacts to the project schedule.**



The first phase of this project includes collecting data on more than 15,000 trees over 167 miles of roadway (based on E Sciences' preliminary calculations). With so much data to collect, careful planning is required to stay on budget and schedule. To direct field data collection, Mr. Freedman will develop field maps so that each arborist will know where to go each day, and, if the route is completed, where to go next. Mr. Freedman will track daily production numbers (i.e. trees per day) to ensure that the team is staying on schedule. If needed, additional staff will be added to ensure that each phase is completed on time.

Field Data Collection

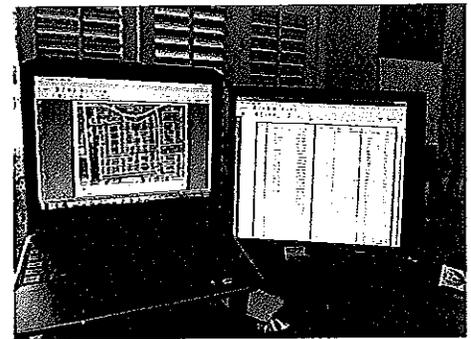
E Sciences collects tree data points using a range pole-mounted Trimble Geo XT handheld GPS. This GPS will record sub-meter accurate positions with sub 50 cm accuracy after post processing. An external antenna is attached to the range pole to increase signal collection strength and reduce signal interference. In addition, a Laser Technology TruPulse 360B laser rangefinder is mounted to the range pole and connected wirelessly to the GPS. In areas where overhead obstructions obscure or degrade GPS satellite visibility or in areas where access is restricted, the laser allows for remote and accurate recordation of a tree's position by simply pointing to and "shooting" the target with the laser. The accurate X,Y location of the asset is automatically computed, relative to the location of the GPS receiver, and stored in the Geo XT in the same way as if the asset was directly located. This system allows the arborist to quickly collect tree positions in areas where obstructions prevent the use of GPS for direct tree location. The laser may also be used to record accurate measurements (i.e. spread, height) where applicable.



During GPS data collection, E Sciences uses a pre-established Data Dictionary within the Terrasync Program to record tree positions and associated data. The Data Dictionary provides the type, framework, and requirements for the attribute data to be collected in the field for each tree. When the arborist locates a tree, he/she is automatically prompted by the collection software to enter the required tree attribute information (i.e. species, size, condition, defect, etc.). Implementing the Data Dictionary allows asset information to be collected and stored in GIS-compliant format as the asset is located, eliminating the need to visit the asset more than once in the field. The same Data Dictionary can and will be utilized regardless of the equipment used to collect the asset's location. This flexibility in methodology in turn translates to an increase in speed and efficiency, a higher level of consistency of the GIS datasets generated during the fieldwork, and assurance that project accuracy requirements are fulfilled.

Data Processing in the Office

At the conclusion of each day in the field, collected data will be downloaded to E Sciences' servers, and post processed if necessary. Tree field data will be processed using Trimble Pathfinder Office version 4.20. This processing platform has the capability to export the fully attributed field data to ESRI ArcGIS shapefile format. Data will be downloaded daily to reduce the risk of data loss associated with lost or damaged data collectors. Backup data collectors will be available so that, in the event of an issue with a data collector, work can continue. Daily downloads will also allow the project manager to conduct quality control reviews frequently to identify unlikely data collection issues early, if they occur.



An in-process review and quality control of the field data is performed to ensure statistical accuracy estimates meet project accuracy requirements for GPS locations. Next, the shapefiles and attributes themselves are reviewed to ensure the required data is complete and accurate. If an issue is discovered, the nature of the issue will be resolved prior to import into the Geodatabase. If the data is "clean and ready to go," the shapefile will be converted to ESRI ArcGIS 10.2 feature class format, and imported into the Geodatabase.

Proposed schedule by phase and task for completing the work

Phase I – April 17, 2014: Coordination Meeting with Village

Upon notice to proceed, E Sciences will initiate a meeting with the Village to discuss the scope of the data collection, right of way issues, and to discuss software options. If a software vendor is selected, we will work with the Village to acquire and install the software. This may occur concurrently with data collection.

Phase II – April 18, 2014 through June 27, 2014: Data Collection

Following completion of the Coordination Meeting, E Sciences will begin collecting data along the Village roadways. We will use its standard collection methods that will not be dependent on the tree inventory software and thus can start immediately (upon notice to proceed by Village). We anticipate that the data collection for right-of-way trees alone will take 40 business days, with Quality Assurance/Quality Control (QA/QC) control being conducted concurrently. If all trees are collected (including Village municipal buildings and parks), the inventory is

anticipated to take 50 working days. If additional trees are added as part of an agreement with the Village, additional time will be required.

Phase III – July 1, 2014: Data Integration and Software Training

Once the data has been collected and undergone QA/QC review, E Sciences will prepare the final ArcGIS shapefile, save it onto a CD, and upload it onto the Village's computer of choice. We will then integrate the data into the Village's existing GIS system, as well as the software packages selected by the Village. Finally, E Sciences will provide training to ensure that Village staff understands the data and how it can be used and updated.

Estimated hours for staff in performing each major phase of the work, including sub-consultants

The following table outlines the hours anticipated for each key staff person.

Phase/Task	Staff	Hours
Phase I		
Coordination Meeting	Justin Freedman	6
Guide Software Installation	Justin Freedman	2
Phase II*		
Conduct Tree Inventory – Streets	Brian Voelker / Jacob James	377
Conduct Tree inventory – Village Center, Public Works**	Brian Voelker / Jacob James	47
Conduct Tree Inventory – Parks**	Brian Voelker / Jacob James	4
QA/QC	Justin Freedman/Nadia Locke, PE	included
Phase III		
Prepare/upload GIS Tree Inventory data layer	Loretta Gebow / Justin Freedman	1
Training on application(s) and use of software	Justin Freedman	6

*Includes office time for downloading and checking data

**if budget allows

Services or data anticipated to be provided by the Village

E Sciences will work with Village staff to gain understanding of right-of-way limits and issues on Village roads, as well as access considerations that need to be discussed. Additionally, we will work with the Village's GIS staff to understand the existing GIS system and network, and discuss the best way to deliver and integrate the collected data into the Village's existing system.

Services or costs anticipated to be needed from the consultant and/or software vendor in the future to maintain the inventory/software

Most of the software packages available require annual maintenance and/or update fees. This is one reason that E Sciences often cautions against using software other than ESRI ArcMap. These fees range from \$800 to \$2,500. The Village will also likely need to purchase or utilize existing GPS receivers and/or tablet computers to use these software packages. The table below outlines some of these considerations.

Software Package	Purchase Cost	Other
TreeWorks, Kenerson Group	\$7,000 for Basic, \$9,000 for Professional	\$800 annual fees start in year two. Works with existing ESRI ArcMap. Mobile component runs on PDA or tablet.
ArborPro Municipal, ArborPro	\$6,500	\$1,750 annual costs start in year two. Mobile component runs on PDA or tablet.
Talking2Trees	\$6,400 (E Sciences negotiated rate)	\$2,500 annual fees start in year two. Best when run off tablet.
i-Tree Streets	No cost	No cost. No equipment needed other than desktop computer.

Proposed software options (at least two and preferably three, including one public domain option); price ranges for each; and disclosure of any interests the proposer has in any of the software options as a licensed distributor or developer

E Sciences generally recommends utilizing existing ArcGIS software to manage tree data as it can be easily used and shared across disciplines (i.e. engineering, public works, parks, etc.) and can perform many of the same functions as costly software packages for no additional costs. However, the numerous software packages currently available that are specialized for managing tree inventory data can make data manipulation easier and are tailored specifically for managing urban trees. Four software packages are described below, including one public domain option.

E Sciences has no interest in any of the four firms/organizations listed, but will be able to provide additional information about each package upon award. We have also contacted each software firm and confirmed that each is willing to present additional information to the Village as needed with the exception of i-Tree. However, our staff conducts trainings on the use of i-Tree throughout the state and will be able to provide additional information as needed.

TreeWorks by the Kenerson Group

The Kenerson Group's TreeWorks works as an extension of ESRI's ArcMap. Data must be in a Personal Geodatabase format (which is how E Sciences proposes collecting data). The software packages include one desktop license and unlimited TreeWorks Mobile licenses for PDAs, tablets or laptops.

Some features include:

- TreeWorks is a fully-integrated, standard extension to ArcGIS Desktop and ArcPad.
- TreeWorks' mobile component runs on a PDA or Tablet PC; the check-in/check-out functionality allows you to keep data you take into the field synchronized with your master database in the office.
- Take aerial orthophotos out in the field for highly-accurate tree mapping. Additionally, TreeWorks also allows the option of GPS-enabled data capture. Adding a tree to your inventory is as easy as tapping on the map and entering the tree and maintenance info into the pop-up form.
- Customize the tree and maintenance descriptors to your preferences/requirements.



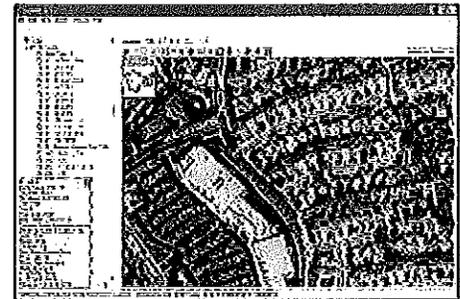
- Enter and map service requests as they come to you in the office, and take the info out in the field for inspection and response.
- Query your maintenance data to create and print work orders; you can log completed work out in the field or back at the office.
- TreeWorks features automated tree appraisal calculations, based on ISA species ratings and formulas, and inputted local parameters
- Create and track planting sites as well as tree sites.

TreeWorks Basic costs \$7,000. TreeWorks Professional costs \$9,000 and includes more robust options for creating work orders and service requests. Annual maintenance fees cost \$800, starting year two.

ArborPro Municipal by ArborPro, Inc.

ArborPro is tree inventory software typically used by ArborPro, Inc. when selling and conducting tree inventories. However, the software can be used by any company/municipality when conducting an inventory, or, as would be the case for this project, an inventory can be done using other software and imported into ArborPro. GIS data imported into ArborPro can be manipulated to develop work orders, work lists and maps.

ArborPro costs \$6,500. Annual maintenance fees cost \$1,750 starting on year two.

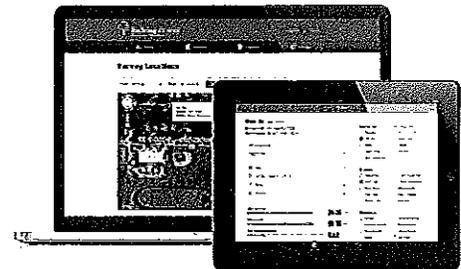


ArborPro Software

Talking2Trees by Talking2Trees, LLC

Talking2Trees focuses on ease of use and accessibility on Apple-based devices. Trees can be added or managed using an iPad app or on the Talking2Trees website. The website can be linked to the Village's website so that residents can find information about the Village's trees. Other features include:

- Photos
- Mapping
- A300 Pruning Needs
- Historical Tree Records

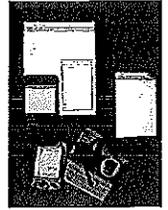


Tree locations, when data is collected using the software, are collected by manually placing the tree (using a finger) on the map on an iPad, using the device's GPS and aerial photographs. For this project, data would be collected using our standard system and uploaded to the Talking2Trees website and then managed through their system.

Talking2Trees is priced in blocks of 10,000 trees. In this case, the cost would be \$8,000, with an annual fee of \$2,500 starting year two. There is a slight discount for communities that are members of the Florida Urban Forestry Council (a \$100 fee). **However, E Sciences has pre-negotiated a special rate for the Village of \$6,400 for this project only.**

i-Tree Streets, developed by the U.S. Forest Service in collaboration with the Davey Resource Group, the Arbor Day Foundation, the Society of Municipal Arborists, the ISA and Casey Trees

i-Tree Streets is free, public domain software that can assist with management of trees as well as the calculation of the ecological values of the trees. While tree inventory data can be imported into i-Tree Streets, there is no GIS component to i-Tree Streets.



Any other information that would assist us in making this contract award decision



E Sciences uses a laser range finder that links directly to our Trimble GPS receiver. The use of the laser range finder allows our staff to collect data at a significantly faster rate. It also allows for data collection under tree canopy and provides an accurate reading due to the laser's ability to collect the geographic location of the trunk of the tree, rather than where a scientist is holding the receiver to get a signal. Due to the increased efficiency of data collection using the laser range finder, E Sciences can be price competitive and use only highly qualified staff to collect data. Data collection will be conducted by only ISA Certified Arborists with a staff designation of Project Scientist or higher.

B. Availability and Capacity

Provide a listing of your technical equipment which will support this effort

Field Equipment

E Sciences uses range-pole mounted Trimble Geo XT handheld mapping grade GPS receivers integrating the latest in Trimble GNSS receiver technology, with the optional ability to track both GPS and GLONASS satellites. These handheld receivers deliver consistent sub-meter accuracy in real time and 50 cm accuracy after post processing.

For increased speed and accuracy, E Sciences uses a Laser Technology TruPulse 360B Laser Rangefinder. This allows remote recording of tree positions where satellite signal obstructions may prevent accurate position recording at the tree itself. It also allows for accurate tree measurements (spread, height) where applicable.

E Sciences also utilizes Samsung Galaxy Tab 10.1 Field Tablets for supplemental attribute collection, field notes, etc. Data collected on this tablet may be geo-referenced.

Additionally, E Sciences utilizes digital cameras to document findings and to confirm tree species and smart phones to take and send photographs and to look up references.



Software

On the GPS units, E Sciences uses Terrasync Professional Field Software with Data Dictionary for recording tree position and attribute data. In the office, we use Trimble Pathfinder Office Version 4.20 to transfer data from GPS to PC and convert the data to ESRI format. We use ArcGIS 10.2 for review of GPS data, creation GIS shapefiles/feature classes, and importing feature classes into Geodatabases.

Provide a description of the implementation plan considerations, including estimated time frames and deliverables for each stage of the project. Submittal of a project schedule is required as part of the proposal

As noted above, E Sciences anticipates that a full inventory of the Village's right-of-way trees, municipal properties and parks as outlined in the RFP will take 50 working days. QA/QC will occur concurrently so that as the inventory reaches completion, the data will be ready for integration into the Village's system. The Village's first priority, right-of-way trees, is anticipated to be completed in 40 days. This data can be delivered and integrated once complete while additional tree data, if requested, are collected. The deliverable schedule is as follows:

- Deliverable 1: Right-of-Way Trees Shape File: June 17, 2014
- Deliverable 2: Municipal Facilities Shape File: July 1, 2014
- Deliverable 3: Parks Shape File: July 1, 2014

In view of this data, describe your team's ability to meet time lines established for this project

E Sciences is prepared to meet all project deliverable schedules in accordance with the contract and post-award discussions. It is our understanding that the Village is required to have all grant work completed by January, 2015. We also understand that the Village would like to have the inventory complete well before this time, preferably six months following notice to proceed. If needed, E Sciences will staff to assist with data collection.

Identify the availability of Consultant's staff to attend meetings and interact with Village staff on short notice

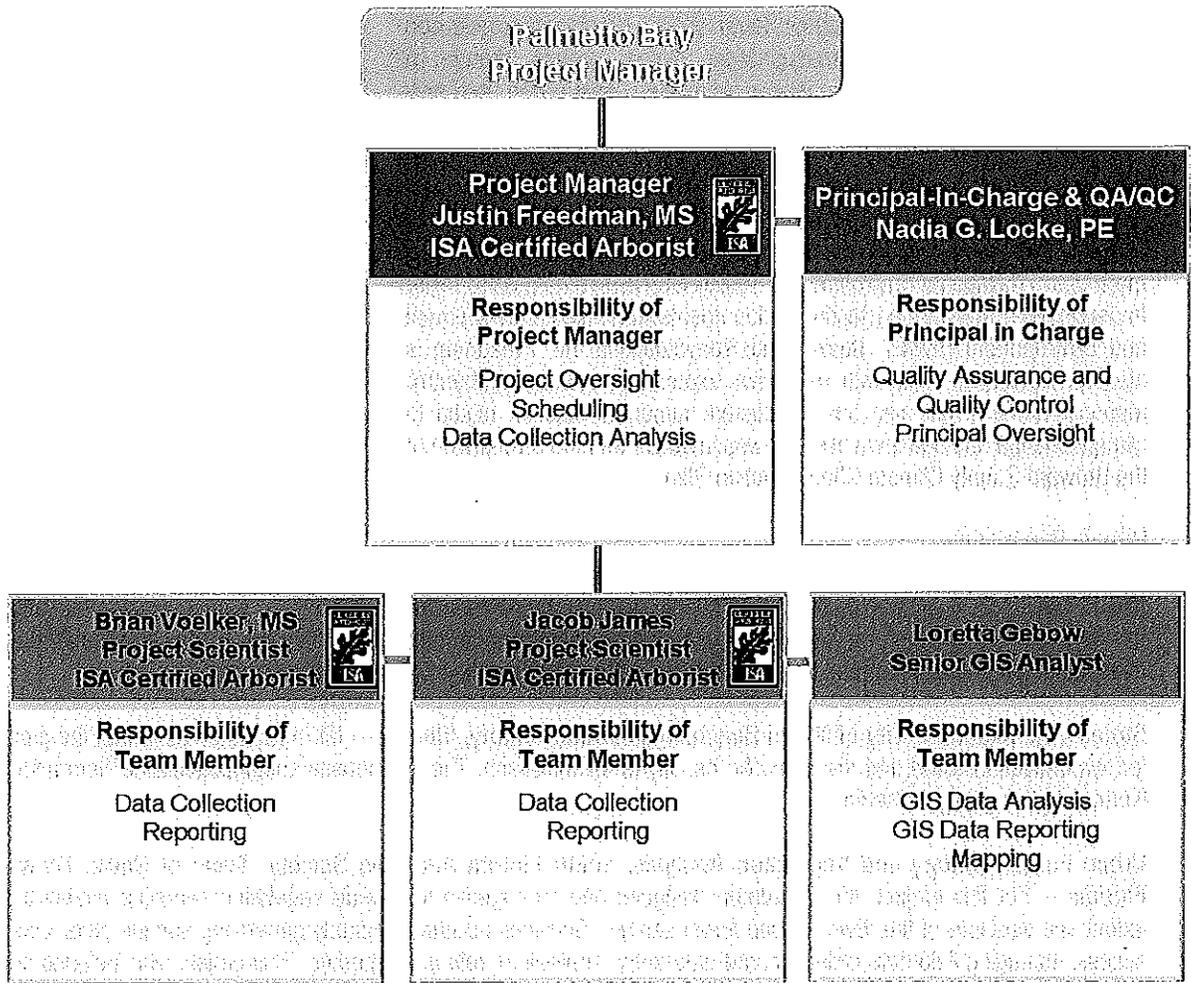
E Sciences' project manager, Justin Freedman is located in downtown Miami and is available to meet with Village staff on short notice. At this time, he does not have existing contracts that require him to be unavailable to the Village.

C. Project Team

E Sciences' staff resumes including those for the project manager and the key principals are provided at the end of this section. The organizational chart of the project team, including subcontractor(s) with responsibilities of team members, is found at the beginning of the resume section. The location of the office which will provide primary project control for this project is E Sciences' Miami office, located at 111 NE 1st Street, Miami, Florida 33132. .



Palmetto Bay
 Village-wide Tree Inventory
 RFP No. 1314-11-005



Staff resumes are found starting on the next page.



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

Justin Freedman, MS
Project Manager / Senior Scientist

Mr. Freedman is an experienced environmental professional serving public and private clients throughout the State of Florida. Mr. Freedman specializes in municipal consulting and has provided plan review, landscape inspection, environmental assessments, expert witness, permitting, ordinance development, street tree inventory, canopy assessments, carbon sequestration analysis and wildlife permitting services to municipalities throughout South Florida. He also is experienced in environmental review of transportation related projects through all phases of the project (planning, design, permitting, construction and post-construction monitoring). He has conducted National Pollutant Discharge Elimination System (NPDES) and permit compliance inspections of Florida Department of Transportation (FDOT) assets, and mitigation and maintenance monitoring for dozens of FDOT constructed sites. He has assisted with the permitting of numerous FDOT projects and has written more than 70 National Environmental Policy Act (NEPA) memos for minor transportation projects and technical documents for Project Development and Environment (PD&E) Studies and Reevaluations. Mr. Freedman is also an advanced diver with extensive experience conducting benthic resource surveys. He also has conducted numerous studies related to climate change and sea level rise and was involved with the preparation of the Broward County Climate Change Action Plan.

Education

M.S., Marine Biology, Nova Southeastern University Oceanographic Center

B.A., Biology, Tufts University

Professional Licenses / Certifications

Certified Arborist, FL 5488A

FDEP Certified Erosion and Sediment Control Inspector and Instructor

Certified Manatee Observer

PADI Advanced Open Water, Enriched Air Certified Diver

Certified Landscape Inspector

Certified Green Industries Best Management Practices Instructor

Certified in Advanced Maintenance of Traffic

Years of Experience

11

Project Experience

Canopy Analysis, City of Miami Beach, Miami-Dade County, Florida — Mr. Freedman served as the project manager for this canopy analysis project for the City of Miami Beach. Using i-Tree Canopy, he and his team estimated the canopy coverage for the City's urban forest, as well as percentage of available space remaining within the City for additional tree planting. He developed a one-page brochure for public education documenting the information from the study.

Street Tree Inventory, City of Miami Beach, Miami-Dade County, Florida — Mr. Freedman served as the project manager for two phases of street tree inventory for the City of Miami Beach. The two phases encompassed the Normandy Shores and Normandy Isles neighborhoods.

Urban Forest Canopy and Vegetation Analysis, South Florida Audubon Society, Town of Davie, Broward County, Florida — For this project, Mr. Freedman designed and managed a town-wide vegetation sampling project to analyze the extent and structure of the town's urban forest canopy. Services included randomly generating sample plots, coordinating site access, managing field data collection and data entry, analysis of data and reporting. This project also included quantifying the environmental benefits services being provided by the Town's urban forest canopy and design of signage placed at Town Hall that educates residents on the value of the services being provided by the Town's trees.

Canopy / Carbon Sequestration Analysis, Keep Manatee Beautiful, Manatee County, Florida — Mr. Freedman performed land cover analysis of Manatee County for two different study years, comparing canopy cover and quantifying the environmental benefits performed by the canopy for each of the County's municipalities and its unincorporated areas.

Citywide Arborist Services, City of Dania Beach, Broward County, Florida — Work for this project was performed under a continuing services contract and involved serving as the City Arborist for Dania Beach. Activities included reviewing tree removal license applications including coordinating license requirements with citizens and approving removal applications. Other tasks included reviewing landscape plans submitted as part of Site Development Plans submitted to the City for proposed developments.

Street Tree Inventory, Town of Windermere, Orange County, Florida — Mr. Freedman prepared data and GIS map for Florida Department of Forestry Urban and Community Forestry Grant funded street tree inventory. Activities included GPS data collection, data quality control, map preparation, and training for client and staff on use of ArcGIS and work product.

Street Tree Inventory, City of West Palm Beach, Palm Beach County, Florida — Mr. Freedman managed this Florida Department of Forestry Urban and Community Forestry Grant funded street tree inventory. Over 19,000 tree and planting space locations were collected and delivered to the client as an ArcGIS shape file. Activities included supervising field staff, field data collection, data quality verification, map preparation, preparation of Urban Forestry management plan, training for client contact on use of GPS data collector and ArcGIS, and training for client and urban forestry staff on use of inventory for managing work flow.

FDOT Statewide Arborist Services, Florida — Mr. Freedman conducted review of vegetation management plans and applications for vegetation removal associated with billboards along state roads, including review of illegal cutting activities.

Arborist Assessment, Venetian Islands, Miami Beach, Miami-Dade County, Florida — Mr. Freedman served as the project manager for this contract, which consisted of identifying and marking trees that would be required to be removed in association with an infrastructure improvement project on San Marino, Di Lido and Rivo Alto Islands. Work included review of proposed plans, field assessment and coordination with the design and City staff.

Municipal Tree Inventory, City of Doral, Miami-Dade County, Florida — Mr. Freedman conducted a tree inventory for two City parks, Doral Meadows and Morgan-Levy, locating trees using sub-meter GPS. He prepared GIS-based maps depicting the locations of the trees over aerial photographs.

Cypress Bend IV Code Violation Settlement, City of Pompano Beach, Broward County, Florida — For this project, Mr. Freedman provided arboricultural expertise for the negotiating of a code violation settlement on behalf of a Pompano Beach homeowner's association. Activities included evaluating trees and palms, preparation of exhibits for the hearing, negotiating with the City arborist and preparation of a favorable settlement offer for the client.

Code Compliance / Expert Witness Support, City of Dania Beach, Broward County, Florida — Mr. Freedman provided expert services to the City's Code Enforcement and Legal Departments. Work included inspecting tree-related code compliance cases in the field, preparing or evaluating tree appraisals, preparation of technical reports and expert witness testimony services.

Forest Ridge Master Owners' Association Arboricultural Consulting Project, Town of Davie, Broward County, Florida — For this multi-year project, Mr. Freedman developed the annual maintenance program for street trees and palms maintained by homeowner association. Activities included supervision of field staff, GPS data collection, ArcGIS mapping, analysis of tree and palm health and condition and preparation of maintenance specifications for arboricultural work. Other work included recommending trees for under power lines and presentation of work products at Board meeting.

The Moors Master Owners' Association and Sub-Associations Yearly Maintenance Planning, Miami Lakes, Miami-Dade County, Florida — Mr. Freedman provided yearly tree maintenance planning in common areas of five homeowner and condominium association properties. Activities included yearly evaluation of trees and palms, preparation of bid package and work inspections.

Arboricultural Assessment and Appraisal, Pembroke Park, Broward County, Florida — Mr. Freedman provided evaluation and appraisal for 125 trees for private development.

Valley Crest Tree Survey, Village of Pinecrest, Miami-Dade County, Florida — Mr. Freedman conducted GPS survey for 108 trees for private development site.

Tree Evaluation, Lohmann's Plaza, City of Aventura, Miami-Dade County, Florida — Mr. Freedman evaluated specimen tree for recommended disposition.

Tree Evaluation, EnV at Mary Brickell Village, Miami-Dade County, Florida — For this project, Mr. Freedman evaluated tree health and condition and provided relocation specifications for trees at an existing development proposed for improvement.

Tree Evaluation, AutoZone, City of Sunrise, Broward County, Florida — For this project, Mr. Freedman evaluated the health and condition of trees proposed for relocation in association with a new development in Sunrise, Florida.

Tree Evaluation, Condominium Tower, City of Hialeah, Miami-Dade County, Florida — Mr. Freedman evaluated the health and condition of specimen trees proposed for removal in support of a development project in the City of Hialeah.

Tree Evaluation, Aventura Commons, City of Aventura, Miami-Dade County, Florida — Mr. Freedman evaluated the health and condition of specimen trees proposed for removal in support of a development project in Aventura, Florida.

Sustainable Swale Planting Design and Permitting, Hallandale Beach, Broward County, Florida — In an effort to beautify the swales along its signature Boulevard, the City desired to install wetland-inspired landscaping within its stormwater swales. Mr. Freedman analyzed drainage requirements, designed sustainable landscapes and permitted wetland plantings within FDOT-owned stormwater facilities.



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

Nadia G. Locke, P.E.
Associate

Ms. Locke has been providing professional environmental and engineering consulting services for over 25 years. During her career, she has worked in many facets of environmental consulting including environmental audits, assessment and remediation, stormwater design, sanitary sewer planning, environmental permitting, climate change impact evaluation, grant assistance, mitigation design, Brownfields, community involvement, and training. Ms. Locke has provided litigation support for the FDOT, Miami-Dade Aviation Department and private entities. She also serves as E Sciences' Corporate Quality Assurance Officer.

Ms. Locke previously managed an environmental department for a large engineering firm in Miami-Dade County for over six years. She is a former President of the South Florida Association of Environmental Professionals and served as a commission-appointee to the Broward County Brownfields Redevelopment Task Force and the City of Fort Lauderdale Community Advisory Board. Ms. Locke is a Board Member for the Smart Growth Partnership and is their liaison to the Broward County Metropolitan Planning Organization. Ms. Locke is the current President-Elect for the Florida Brownfields Association and is served as Co-Chair for the FBA's 16th annual Conference in 2013.

Project Experience

River Oaks Preserve Stormwater Park, City of Fort Lauderdale, Broward County, Florida — The purpose of the project is to create a passive stormwater park with wetland features to relieve flooding in the River Oaks neighborhood and provide recreational use for local residents. Ms. Locke provided engineering support for the wetland delineation and tree survey, master site planning, and permitting for this stormwater park. She also assisted with the development of a summary of funding and grant opportunities for the project. The park will be preserving and enhancing existing forested wetlands on site and restoring herbaceous wetlands to a stormwater pond/filter marsh community that will alleviate flooding in the River Oaks neighborhood.

Environmental Review and Permitting for Local Agency Program (LAP) Project for NW 36th Avenue Pedestrian Enhancement Project, Pompano Beach, Florida — Ms. Locke is the project manager for conducting an environmental screening memo and environmental permitting for the this FDOT-funded bicycle and pedestrian enhancement project. As part of the review, E Sciences is preparing the environmental notes to be included in the constructability.

Environmental Review for LAP Project for Martin Luther King, Jr. Avenue, Pompano Beach, Florida — Ms. Locke is the project manager for conducting an environmental screening memo for the this FDOT-funded roadway improvement project for the City of Pompano Beach. This project is part of a roadway improvement for a corridor that extends beyond the City's boundaries and is known as the Education Corridor. As part of the review, E Sciences prepared the environmental notes to be included in the constructability plans.

General Environmental Engineering Services, City of Miami Beach, Miami-Dade County, Florida — Ms. Locke provides on-going services to the Support the City of Miami Beach under E Sciences' general environmental engineering contract. Under this contract, Ms. Locke is currently conducting a citywide sea level rise evaluation. She was also the engineer of record for Spill Prevention Control and Countermeasure Plans (SPCCs) for twelve facilities throughout Miami Beach, and for engineering controls being negotiated with Miami-Dade County for regulatory closure of a solid waste facility. Facilities included pump stations, fire stations, public works yard, Miami Beach Golf Club and the Convention Center. Ms. Locke is also the principal-in-charge for the Canopy Analysis project for the City.

Education

B.S. Materials Science and Engineering,
University of Florida, 1988

Professional Licenses / Certifications

Professional Engineer: FL-58676

LEED Green Associate

Certified FDEP Stormwater, Erosion and
Sedimentation Control Inspector and
Instructor

OSHA 40 Hour HAZWOPER / 8 Hour Site
Supervisor

NAUI/PADI Advanced Open Water Diver

Years of Experience

25

Pompano Beach Community Redevelopment Agency (CRA) Continuing Contract for Environmental Engineering Services, City of Pompano Beach, Broward County, Florida — Ms. Locke is the contract manager for E Sciences' continuing services contract with the Pompano Beach CRA. Through this contract, E Sciences conducted Phase I and II Environmental Site Assessments for several parcels in preparation for the CRA's redevelopment planning. She is working with the CRA to consider options on how to safely manage construction on a solid waste disposal site and is preparing environmental documentation to satisfy NEPA on a LAP project. **Community Gardens Parcels** — E Sciences evaluated the suitability of three vacant, CRA-owned parcels for use as community garden for the local school. The community garden will be used to teach children about agriculture and healthy food choices. Vegetables grown on these lots will be used to provide fresh vegetables for families and children in the community.

Sistrunk Boulevard Streetscape and Enhancement, City of Fort Lauderdale, Broward County, Florida — Originally slated as a stimulus project where funds were being disbursed through FDOT District Four, Ms. Locke conducted a Level 2 assessment of a 1.25-mile corridor streetscape enhancement project located in the heart of the City of Fort Lauderdale CRA. Testing included Maintenance of Traffic, private utility location and collection of 36 soil and groundwater samples for laboratory analysis. Data was compiled and reported, and environmental notes/bid specification language was developed for bidding purposes. Ms. Locke also engaged the CRA in avoidance and minimization considerations and assisted the CRA with managing risks associated with environmental issues during construction.

Virginia Shuman Young Elementary School, Broward County, Florida — Ms. Locke is working with Broward County Schools' Environmental Resource Manager to create an outdoor, living classroom for environmental and ecological studies. Site visit and school staff input has resulted in a conceptual planting plan to enhance the existing native vegetation, increase the shading and tree canopy, beautify the school and provide a learning opportunity for students. E Sciences' services such as coordination and planting are being provided pro bono and the plants for this project are being provided by grants.

Continuing Contract for General Environmental Engineering Services, City of Fort Lauderdale, Broward County, Florida — Ms. Locke is the contract manager for this continuing services contract for general environmental engineering consulting services for the City of Fort Lauderdale. Services conducted to date include emergency response during construction of a fire station; Phase I/II ESAs / opinion of post landfill closure costs; endangered species surveys; burrowing owl permitting and relocation; benthic (seagrass) surveys; and indoor air quality / asbestos surveys. Some services have been provided to assist in ensuring environmental compliance for LAP projects.



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

Brian Voelker, M.S., PWS, CA, CLI
Project Scientist

Mr. Voelker is a project scientist with over 17 years of experience specializing in natural resource assessments and permitting, as well as certified arborist services. He is a certified arborist and provides the following consulting services to both public and private sector clients: tree species identification and inventories, tree surveys and canopy mapping, destroyed/damaged tree assessments, tree value estimates, tree grading, tree species selection for planting, mangrove trimming oversight and tree permitting. Mr. Voelker also provides numerous native habitat design and other environmental services to clients, including: wetland delineation, wetland function evaluation, wetland mitigation design, wetland impact permitting, upland habitat assessments, coastal habitat assessments and permitting, marine and estuarine habitat assessments and permitting, protected wildlife assessments and permitting, GPS data collection and GIS mapping.

Project Experience

Country Walk Residential Community Tree Inventory, Kendall, Miami-Dade County, Florida — This project involved a GPS tree inventory and photo documentation for all trees falling within Master Association managed

portions of this 470+ acre residential community. Tree general condition and health (relative to pests) was also recorded. The resulting GPS tree data was provided to the client in both GIS (Geographic Information System) format as well as hard copy format (maps and corresponding tree tables). The inventory will then be used by the Master Association's consulting arborist as a tool that will allow the HOA to efficiently and effectively manage their urban forest resources

Kendall Breeze Residential Community Tree Inventory, Kendall, Miami-Dade County, Florida — This project involved a GPS tree inventory and photo documentation for all trees falling within Homeowner Association (HOA) managed portions of this 90+ acre residential community. Tree general condition and health (relative to pests) was also recorded. The resulting GPS tree data was provided to the client in both GIS format, as well as hard copy format (maps and corresponding tree tables). The inventory will then be used by the HOA's consulting arborist as a tool that will allow the HOA to efficiently and effectively manage their urban forest resources

Normandy Shores Community – Landscape Tree Inventory and Arborist Assessment, City of Miami Beach, Miami-Dade County, Florida — Mr. Voelker is in the process of performing a GPS inventory and condition assessment of all trees within City owned property within this community, including golf course/club house, recreational areas and City right-of-way areas. The assessments include health and structure evaluations, identification of utility conflicts, pruning recommendations, and general risk evaluations. The resulting GPS data will be used to generate a GIS tree database which the City can then use as a tool for managing urban forest resources in this particular community. The results of this analysis may then be used to develop the framework for a City wide GIS tree database.

Southwest 137th Avenue, Dade County, Florida — Mr. Voelker assisted in conducting wetland/surface water delineations, GPS tree mapping and GIS tree inventory, environmental permitting support (including wetlands, tree species and Natural Forest Community permitting).

Broward County Parks Bond Referendum, Broward County, Florida — As part of Broward County's \$400 million bond referendum in 2000, the Safe Parks and Land Preservation funds were used to preserve and reclaim almost 1,500 acres of conservation land, green space, and open space; and, repair and enhance the aging park system to provide safer parks. Services provided included: freshwater wetland assessments, brackish and tidal wetland assessments, upland tree resources, wetland jurisdictional mitigation analysis and project surveying. Sites have ranged in size from less than one acre to 22-acres and have included archeological sites, natural upland and lowland areas, wetlands, and mitigated sites throughout the County.

Education

M.S., Coastal Zone Management, Marine Biology, Nova Southeastern University, 2000

B.S., Environmental Studies, State University of New York, 1996

Professional Licenses / Certifications

Certified Landscape Inspector

Professional Wetland Scientist

Certified Arborist FL-5378A

PADI Certified Rescue Diver

Certified FDEP Stormwater Erosion and Sedimentation Control Inspector #29437

Years of Experience

17

Broward County Ravenswood Auction Parcels Tree Assessments, City of Dania Beach, Broward County, Florida — Mr. Voelker provided ISA tree evaluation assessments parcels in the City of Dania Beach. These evaluations were performed to assign dollar values to trees on parcels considered for acquisition by the Broward County Real Property Section.

Coral Springs Tree Inventory, City of Coral Springs, Broward County, Florida — This project involved a comprehensive tree health evaluation and GPS inventory of all trees falling on 14 City owned properties totaling over 300 acres. Tree general condition, health issues, utility conflicts, and potential risk factors were recorded for each of the trees assessed. The resulting data was provided to the City in both GIS format and hard copy maps and tree inventory tables. The GIS data was used by the City's Urban Forester, in conjunction with the City's GIS department, as a tool to develop an effective maintenance and management regimen for the City's tree resources.

Design/Build Section 5 SR 826/Palmetto Expressway at the SR 836/Dolphin Expressway Interchange Restoration, FDOT District Six, Miami-Dade County, Florida — This project included landscape architecture design and consulting arborist services, including: tree inventory, tree relocation, master plan, construction documents and construction observation for this multi-year major design/build transportation project in Miami-Dade County.

Districtwide Minor Projects Consultant, FDOT District Four, Florida — For this multi-year Districtwide Minor Projects contract, services included landscape architecture, hardscape and irrigation services, as well as consulting arborist services. Mr. Voelker provided one or more consulting arborist services (including landscape inspection, tree health/condition assessments, GPS tree inventories, outdoor advertising conflict assessments) on the following projects:

- SR 806/Atlantic Avenue from Jog Road to Via Flora 3R, FDOT District Four, Palm Beach County, Florida
- SR 822/Sheridan Street 3R, FDOT District Four, City of Hollywood, Broward County, Florida
- SR 834/Sample Road 3R from Rock Island Road to East of SR 7/US 441, Cities of Coral Springs, Coconut Creek, and Margate, Broward County, Florida
- SR 84 from Weston Road to 136th Avenue 3R, City of Sunrise, Town of Davie, Broward County, Florida
- SR 869/SW 10th Street from Powerline Road to Newport Center Drive 3R, City of Deerfield Beach, Broward County, Florida
- SR 870/Commercial Boulevard 3R, City of Tamarac, Broward County, Florida
- SR A1A Galt Ocean Mile 3R from Oakland Park Boulevard to Flamingo Avenue, City of Fort Lauderdale, Broward County, Florida

Hayes MMM Nursery Review, School Board of Broward County, Florida — Mr. Voelker assisted the School Board of Broward County with their environmental due diligence efforts associated with the purchase of the Hayes Parcel. The purpose of these investigations was to evaluate the potential commercial value of the existing onsite plant materials. He also provided technical support in the negotiations with the existing property owner. Mr. Voelker performed tree surveys and documented inventories of herbaceous plants, shrubs and trees on the property.

Manor Care Health Services, City of Boynton Beach, Broward County, Florida — Services provided included land surveying, civil engineering, landscape architecture, and project permitting for a parking lot expansion at the Manor Care Boynton Beach facility. This project consisted of expanding and modifying the existing parking facilities to meet current City requirements. A tree survey was also required in order to determine the impact to existing on-site trees and in an effort to preserve trees to the greatest extent possible. Engineering plans addressed the parking expansion, site grading and drainage modifications. In addition, landscape architecture plans were required to bring the existing landscaping up to current City standards. Irrigation plans were prepared that tied into the existing system in order to fully irrigate the proposed and existing landscaping. Permitting was required through the City of Boynton Beach and the SFWMD.

Miramar Parkway Redevelopment, City of Miramar, Broward County, Florida — This redevelopment and streetscape project included a two-mile, two-block urban section of the Miramar Parkway corridor adjacent to SR 7/US 441. Services provided included design of landscape and irrigation improvements for the FDOT along this corridor north and south of Miramar Parkway. In addition, certified arborist services were provided for a tree inventory and quality evaluation. The proposed streetscape improvements included enhancement of the pedestrian corridor to encourage safe pedestrian traffic for adjacent commercial and office uses. The design also called for consolidated parking areas rather than replacing backout parking in front of businesses for the safety of both the pedestrian and automobile traffic and to improve the street operation and the aesthetics of the streetscape.

Palm Aire Golf and Country Club Lake Expansion Project, City of Pompano Beach, Broward County, Florida — This 121-acre project involves the expansion of on-site lakes on the Pines and Sabal Golf Courses at the Palm Aire Golf and Country Club. Included in this expansion was the creation of approximately 80 acres of lake, over 2 miles of pedestrian paths, three observation areas, four bench locations, and four lighted visual features. Four existing public water wells are located on the site. Consideration of the impacts from the proposed lakes to the water wells was coordinated and reviewed. Services provided included overall project management services as well as site master planning, surveying, landscape architecture, engineering services, GPS tree inventories and tree removal permitting, stormwater management, and construction services.

Pasadena Place/Resort at Pembroke Pines, Broward County, Florida — Services provided included planning, surveying, landscape architecture, and engineering services to modify the existing entrance for the Resort of Pembroke Pines, otherwise known as Pasadena Place. Services included site plan preparation, topographic surveying, landscape architecture design, lighting design, irrigation system design, utility coordination, grading, drainage, permitting and construction administration. As a result of damage from Hurricane Wilma, Mr. Voelker provided Certified Arborist services to estimate the value of 1,000 trees located throughout the 90-acre site that were damaged or destroyed and worked with the client on settling claims for lost trees.

School Board of Broward County (SBBC) Biological Assets Study, Broward County, Florida — The goal of this project was to determine the values of natural resources contained within SBBC's school properties. Mr Voelker developed and executed a study of 24 SBBC school sites using the U.S. Forest Service "i-Tree UFORE (Urban Forests Effects Model)" program. This cutting edge program used sampled ecological data for greenspace and trees to calculate the functions provided by these resources (i.e. pollutant uptake, carbon sequestration, rainfall interception, building energy savings, etc.) as well as the monetary values of these functions. This data was then used to generate a report summarizing the overall ecological and financial benefits of natural resources within SBBC's properties as a whole.

Southern Pointe Apartments Tree Assessment, City of Plantation, Broward County, Florida — This project involved the development of a landscape remediation plan for the 22-acre Southern Pointe Apartment development located in Plantation, Florida. The goal of the remediation plan was to address tree deficiencies due to damage from Hurricane Wilma. The plan focused on tree replacements and substitutions, but it also included shrub placement and additional design in areas that were not affected by the hurricane. Tree surveys were performed by the firm's in-house Certified Arborists using GPS.

SR A1A Roadway Improvement Boynton Beach Inlet / Lake Worth Road, FDOT District Four, Towns of Malapan and South Palm Beach, Palm Beach County, Florida — This project entailed milling and resurfacing as well as drainage improvements to alleviate roadway flooding on this five-mile segment in Manalapan and South Palm Beach. Unavoidable mangrove impacts and compensatory mitigation were associated with this project. Project responsibilities included surveying, landscape architecture, arborist services, wetland delineation, environmental permitting, regulatory agency coordination and off-site mitigation design. Certified Arborist and landscape architecture services included tree removal and protection, as well as landscape design plans for the Town of South Palm Beach. A full design survey included topography baseline alignment, primary and secondary GPS control, digital terrain modeling, and bridge and drainage surveys, as well as post design construction services. Environmental services included mitigating mangrove impacts with the creation of mangroves at Phipps Park and the use of existing wetland mitigation credits from the FDOT's C-18 project.



Mr. James has over seven years of environmental and ecological experience. His experience includes conducting ecological educational programs for grad school students, performing wetland delineation and jurisdictional determinations, monitoring of wetland mitigation areas to evaluate compliance with permit conditions, conducting benthic and seagrass surveys to assess impacts of various coastal construction projects. Mr. James is experienced with incorporating field data into GIS maps and utilizing these maps within habitat management plans. His experience also includes performing threatened and endangered species surveys, and currently takes part in sea turtle nesting beach surveys for the Broward County Sea Turtle Conservation Program.

Project Experience

Arborist Assessment, City of Key West, Monroe County, Florida — Mr. James provided support to the assessment conducted of trees at the former Glynn Archer Elementary School and future site of Key West City Hall. This assessment was completed in support of a landscape design project for the facility.

Landscape Consultant, City of Dania Beach, Broward County, Florida — Mr. James reviewed landscape plans for new developments in the City of Dania Beach to verify plans are in compliance with city landscape codes, as well as conducted site visits to investigate code compliance issues at residential and commercial properties.

Tree Inventory, Country Walk Home Owners Association, Miami-Dade County, Florida — Mr. James collected GPS and photographic data for a tree inventory in the Country Walk subdivision. This information is used by maintenance crews and includes data on tree species, diameter at breast height (DBH) and general condition of each tree. GIS Maps and an inventory list were created with the data collected.

Tree Survey, IIT Tamarac Commerce Center II LLC, Broward County, Florida — Mr. James conducted a tree survey at two parcels associated with a planned commercial development in the City of Tamarac. This survey consisted of the identification of tree species not considered to be exempt from Miami-Dade county permitting requirements, and collecting data of each tree including DBH, height, canopy spread and general health. Data collected was used to assess canopy loss of native trees to determine the quantity of mitigation required.

Tree Survey, Terra World Investments Inc., Broward County, Florida — Mr. James assisted in performing a tree survey at a 20 acre parcel in the Town of Southwest Ranches. This survey consisted of the identification of tree species not considered to be exempt from Miami-Dade county permitting requirements, and collecting data of each tree including DBH, height, canopy spread and general health. Data collected was used to assess canopy loss of native trees to determine the quantity of mitigation required.

Vizcaya Museum and Gardens, City of Miami, Miami-Dade County, Florida — Mr. James conducted a tree survey along the north canal at the museum gardens. The survey involved the identification of native and non-native trees within the project area and was used in conjunction with landscape design plans developed for the project area.

River Oaks Preserve, City of Fort Lauderdale, Broward County, Florida — Mr. James conducted a tree survey at the River Oaks Preserve and provided support for a wetland delineation which included the identification of native and invasive vegetation as well as the identification of wetland plants, and the use of GPS to incorporate surveyed features into GIS maps.

Education

B.S., Biology, Northwestern State University, Natchitoches, LA, 2006

M.S., Candidate – Marine Biology, Nova Southeastern University, Dania Beach, FL (Expected 2014)

Professional Licenses & Certifications

ISA Certified Arborist

OSHA 40 Hour HAZWOPER

CFAEP Hydric Soils Training

Florida Stormwater Erosion and Sedimentation Control Inspector

SCUBA, PADI Rescue Diver

Years of Experience

7

Pennsuco 124-Acre Parcel Wetland Delineation, Titan America, Miami-Dade County, Florida — Mr. James conducted a tree survey of the 100+ acre parcel at the Titan America's Pennsuco mining site. This survey consisted of the identification of tree species not considered to be exempt from Miami-Dade county permitting requirements, and collecting data of each tree including DBH, height, canopy spread and general health. Data collected was used to assess canopy loss of native trees to determine the quantity of mitigation required. Reference:

Urban Forestry Services, City of Dania Beach, Broward County, Florida — Mr. James reviewed landscape plans for new developments in the City of Dania Beach to verify plans are in compliance with city landscape codes, as well as conducted site visits to investigate code compliance issues at residential and commercial properties.

Tree Inventory, City of Doral, Miami-Dade County, Florida — Mr. James conducted a tree inventory at Doral Meadows Park and Morgan Levy Park for the city. This inventory involved the identification of all trees on site, a general assessment of each tree's condition, and mapping using sub-meter GPS equipment and GIS software.

Baseline Mitigation Bank Planting, Zachary Umbrella Mitigation Bank, Ecosystem Renewal, Louisiana — Mr. James conducted planting and baseline monitoring activities for the newly created Red Wood Creek mitigation site in Zachary, Louisiana. Activities included the establishment of planting zones for tree species to be planted based on the restored hydrology of the site, creation of monitoring plots throughout the site for future monitoring events, and the identification and description of seedling tree species planted on the site for baseline comparison to meet United States Army Corps success criteria.

Baseline Mitigation Bank Planting, Shreveport Mitigation Bank, Ecosystem Renewal, Louisiana — Mr. James conducted planting and baseline monitoring activities for the newly created Shreveport mitigation site in Shreveport, Louisiana. Activities included the establishment of planting zones for tree species to be planted based on the restored hydrology of the site, creation of monitoring plots throughout the site for future monitoring events, and the identification and description of seedling tree species planted on the site for baseline comparison to meet USACE success criteria.

Vizcaya Museum and Gardens, City of Miami, Miami-Dade County, Florida — E Sciences is formulating a multi-disciplinary landscape architecture and environmental restoration plan for the waterways and tidal pool which balances ecological function with creative landscape aesthetics, recreational functions and values, and improvements to water quality, and planting designs based on historic flora inventories, including mangroves, native hardwood hammock and coastal scrub species. South Canal — Mr. James was involved in the preparation of a natural resources report, and required documentation for permit applications with Miami-Dade Permitting, Environment and Regulatory Affairs (PARA), the FDEP, and the USACE for maintenance dredging activities and mangrove trimming at the museum.



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

Loretta Gebow
Senior GIS Analyst

Ms. Gebow is a Senior GIS Analyst at E Sciences with over 17 years of experience. She plans and coordinates mapping projects, creates graphics and maps, provides Quality Assurance / Quality Control (QA/QC) measures on maps in all stages of design, produces high-end graphical maps with tabular data sets using ESRI's suite of software. Ms. Gebow is responsible for data collection from various sources including federal, state and local agencies. She provides field support and GPS survey data collection for projects including gopher tortoise surveys, traffic noise studies, seagrass surveys, habitat analysis, T&E surveys, and wetland impacts. Ms. Gebow is responsible for data collection and map production required for a wide variety of design projects and proposals including mitigation banks, parcel maps and legal descriptions, land use, soils, permitting, land development, utility pipelines, highway expansion, contamination, wetland inventories and impact assessments, wetland delineation, cultural, archaeological and historic surveys, environmental assessments, conservation easements, enhancement and restoration, mitigation banks, and habitat mapping. Ms. Gebow is gifted in communicating GIS/graphics information to non-GIS staff and interacts cooperatively with colleagues in order to develop project requirements and identify client needs.

Ms. Gebow's software experience includes ArcMap, ArcGIS, ArcCatalog, ArcView, ArcEditor, ArcToolbox and ArcPad. Additionally, she establishes design/cartographic standards and practices, develops and manages digital geospatial data library information.

Project Experience

River Oaks Preserve, City of Fort Lauderdale, Broward County, Florida — As a subconsultant to Consul-Tech, E Sciences was contracted to provide a wetland delineation and a tree survey and preliminary environmental permitting coordination for a 9.1-acre parcel named River Oaks Preserve (Stormwater Park). Ms. Gebow provided GIS services for each of these tasks including GIS analysis, geospatial data collection, geo-database management, and creation of the final output of project figures for this contract.

Vizcaya Museum and Gardens, Miami, Florida — Vizcaya Gardens and Museum was built in 1915 and was acquired in 1952 by Miami-Dade County and is a US Historic National Landmark site. E Sciences was contracted to formulate a multi-disciplinary landscape architecture and environmental restoration plan for the waterways and tidal pool which balances ecological function with creative landscape aesthetics, recreational functions and values, and improvements to water quality, and planting designs based on historic flora inventories. The objective of this project is to enhance and restore lost hydrologic and biological functions to the canal. Ms. Gebow provides GIS Services that include the conversion of Microstation/AutoCad base drawings, creation of project details and cross-sections, GIS analysis, geospatial data collection, geo-database management, and creation of the final output of project figures for this contract.

Broward County Markham Park Target Range, Broward County, Florida — E Sciences is contracted with Broward County to provide wetland and stormwater permitting services at the Markham Park Target Range. Tasks include wetland delineation and stormwater treatment design engineering for filling the pond and adjacent wetlands at the skeet and rifle ranges in preparation for lead and clay pigeon reclamation. E Sciences will also be obtaining permits from the USACE, SFWMD, and local agencies. Ms. Gebow provided GIS services that included GIS analysis, geospatial data collection, geo-database management, and creation of the final output of project figures for this contract.

Education

A.A., Construction Technology, Valencia Community College, 1999

Valencia Community College, Center for High-Tech Training – Computer Aided Drafting and Design, 1995

Training

ESRI Arcview 3 & 8 (2000 – 2009),
ArcGIS 9, 10 (2004 – 2013)

Microstation / AutoCAD software update courses

Trimble GPS formalized training (2000 & 2008 GeoXT update)

Years of Experience

17

Gulf Coastal Plains Wetland Mitigation Bank, Chambers County, Texas — E Sciences provides technical and contract management oversight, quality assurance services, and final MBI permitting services for the permitting and establishment of an approximately 1,850 acre freshwater and brackish herbaceous wetland mitigation bank in Chambers County, Texas. To date, our services include site feasibility analysis, conceptual restoration plan design and sub-consultant technical oversight, IRT field meeting oversight and coordination with numerous federal and state agencies, and quality assurance of work products. Ms. Gebow provides GIS services that include the conversion of Microstation/AutoCad base drawings, GIS analysis, geospatial data collection, geo-database management, and creation of the final output of project figures for this contract.

Zachary Mitigation Bank, Redwood Creek (aka Fulkerson), East Baton, Louisiana — E Sciences is providing complete project management and implementation services for this multi-phase wetland restoration and mitigation banking project. Tasks include feasibility analysis, market analysis, drafting and securing the umbrella mitigation banking instrument and restoration plan addenda for each phase, wetland delineation oversight, hydrologic analysis and site data collection, federal/state agency permitting support, modified Charleston and WVA wetland functional assessments, Phase I environmental analysis, construction and subcontractor oversight, monitoring and long-term site management. Ms. Gebow provides GIS services including geospatial documentation of existing conditions, GIS analysis, geospatial data collection, geo-database management, and creation of the final output of project figures for this contract.

Texas Mitigation Banking Sites Preliminary Feasibility Analysis, Multiple Counties in Texas — E Sciences provides initial site feasibility analysis to determine the potential for a mitigation banking site. Multiple sites were reviewed to determine if it met certain minimum criteria prior to being considered for more in-depth ecological functional assessment, estimated credit determination and financial analysis. Ms. Gebow provides GIS services including geospatial documentation of existing conditions, GIS analysis, geospatial data collection, geo-database management, and creation of the final output of project figures for this contract.

Spindletop Bayou Mitigation Area Feasibility, Liberty and Chamber Counties, Texas — E Sciences is providing feasibility analysis, wetland delineation and site data collection services for a + 400 acre improved pasture site slated for development as a mitigation area or bank. To date, E Sciences has produced a preliminary restoration risk assessment and credit estimates, conducted USACE and Inter-Agency Review Team (IRT) pre-application meetings, produced a wetland delineation report, and provided a conceptual restoration design. Ms. Gebow provides all GIS services for this project including geospatial documentation of existing conditions, GIS analysis, geospatial data collection, geo-database management, and creation of the final output of project figures for this contract.

General Engineering Consulting Services, FDOT District Five, Florida — As a subconsultant to URS, E Sciences provides a variety of tasks under this continuing services contract. For this specific task, Ms. Gebow was responsible for GIS mapping for the survey and right-of-way mapping, structures design, drainage design, and US 192 drainage design. Tasks included the coordination of field data collection and geospatial processing, as-built documentation, and asset database management.

Pre-PD&E Environmental Work on I-95, FDOT District Four, Palm Beach and Martin Counties, Florida — E Sciences is a subconsultant to Erdman Anthony on the FDOT District Four Districtwide PD&E Services contract. Under this contract, E Sciences provided wildlife monitoring and right-of-way analysis, planning, and agency coordination of environmentally sensitive areas along the Northwest Fork of the Loxahatchee River, a Wild and Scenic River. Ms. Gebow provided GIS services for each of these tasks including GIS analysis, geospatial data collection, geo-database management, and creation of the final output of project figures for this contract.

D. Submittal Forms

Signed forms are found on the next page and include the following:

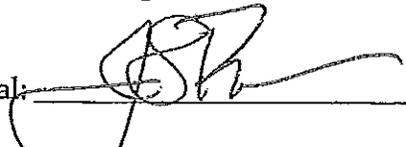
- Drug Free Workplace
- Subcontractor List
- Acknowledgement, Warranty & Acceptance
- Non-Collusive Affidavit
- Public Entity Crimes
- Americans With Disabilities Act Nondiscrimination Statement
- Business Entity Affidavit
- Acknowledgement of Conformance with OSHA Standards
- Anti-Kickback Affidavit
- Statement of Past Disqualifications
- Certificate of Insurance
- References (form provided in Tab B)
- Addendum 1
- Addendum 2
- W-9
- *Certified Check – Not required bid under \$50,000

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official:  _____

Name (typed): James S. Bassett, PE

Title: Principal

Consultant: E Sciences, Incorporated

Date: March 14, 2014

SUBCONTRACTOR LIST

Bidder shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
No subcontractors are needed on the E Sciences team			

TECHNICAL EXPERTISE AND SPECIALIZED EQUIPMENT: As a part of the evaluation of this proposal, the techniques being proposed to do this service shall be evaluated. Please specify the number of employees, special certifications and any special equipment that is available to perform the tree inventory services and deliverables requested under the scope of this RFP. (Please utilize additional sheet if required)

E Sciences will utilize the services of three ISA Certified Arborists/Scientists, one GIS specialist and one Professional Engineer (QA/QC only) to conduct this study. Resumes for staff are included in Tab E, Part C.

As noted in Tab E, Part B, E Sciences will utilize Trimble Geo XT handheld mapping-grade GPS receivers and Laser Technology TruPulse 360 Laser Rangefinder for more accurate and efficient data collection. Please see Tab E for more detail on data collection and processing methodologies.

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

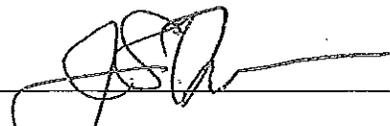
C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____



Name (typed): James S. Bassett, PE

Title: Principal

Consultant: E Sciences, Incorporated

Date: March 14, 2014

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

James S. Bassett, PE being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: E Sciences, Incorporated the Consultant that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official:  _____

Name (typed): James S. Bassett, PE

Title: Principal

Consultant: E Sciences, Incorporated

Date: March 14, 2014

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Orange

On this 14 day of, 2014, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Sarah Gioielli
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



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

- Personally known to me, or
- Produced identification:

Personally Known

(Type of Identification Produced)

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

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By James S. Bassett, PE

For E Sciences, Incorporated

Whose business address is: 34 East Pine Street, Orlando, Florida 32801

And (if applicable) its Federal Employer Identification Number (FEIN) is:
59-3667002

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

Sworn statement - S.S. # _____)

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

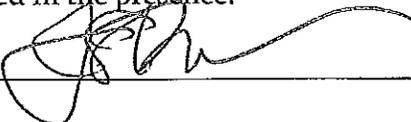
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment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

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

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

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

Signed, sealed and delivered In the presence:

Signature of Official:  _____

Name (typed): James S. Bassett, PE

Title: Principal

Consultant: E Sciences, Incorporated

Date: March 14, 2014

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Orange

On this 14 day of, 2014, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

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

- Personally known to me, or
 Produced identification:

(Type of Identification Produced)

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

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: James S. Bassett, PE, Principal

(print individual's name and title)

for: E Sciences, Incorporated

(print name of entity submitting sworn statement)

whose business address is: 34 East Pine Street, Orlando, Florida 32801

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-3667002

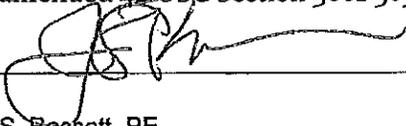
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)*

I, being duly first sworn state: That the above named Consultant, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: 

Name (typed): James S. Bassett, PE

Title: Principal

Consultant: E Sciences, Incorporated

Date: March 14, 2014

ACKNOWLEDGMENT

State of Florida

County of Orange

On this 14th day of, 2014, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

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

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

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

I, James S. Bassett, PE being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

59-3667002

Federal Employer Identification Number (If none, Social Security Number)

E Sciences, Incorporated

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

34 East Pine Street, Orlando, Florida 32801

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>Peter K. Partlow</u>	<u>34 East Pine Street, Orlando, Florida 32801</u>	<u>50 %</u>
<u>James S. Bassett</u>	<u>34 East Pine Street, Orlando, Florida 32801</u>	<u>50%</u>
		<u>%</u>

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

N/A

Signature of Official: [Handwritten Signature]

Name (typed): James S. Bassett, PE

Title: Principal

Consultant: E Sciences, Incorporated

Date: March 14, 2014

ACKNOWLEDGMENT

State of Florida

County of Orange

On this 14 day of, 2014, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

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

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No

Executed on March 14, 2014 at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official:  _____

Name (typed): James S. Bassett, PE

Title: Principal

Consultant: E Sciences, Incorporated

Date: March 14, 2014



February 26, 2014

To: All Interested Parties

From: Kristy Bada, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposals No. 1314-11-005
Village-wide Tree Inventory

ADDENDUM NO. 1

Prospective Bidders,

This Addendum forms a part of the RFP Package Document dated February 13th, 2014, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

Minutes from Pre-Bid Meeting:

Date: Friday, February 21st, 2014

Location: Municipal Center, 9705 E Hibiscus Street, Palmetto Bay, FL 33157

Attendees:

Corrice E. Patterson, Public Works Director

Kristy Bada, Procurement Specialist

Sign-in sheet with additional attendees Attached as Exhibit 1

Meeting began at 10:05 am

Mrs. Kristy Bada made introductions, welcomed everyone and thanked them for their attendance. She explained that the pre-bid meeting is mandatory and urged everyone present to sign the sign-in sheet. It requested that proposers please sign-in in clearly as all correspondence related to the bid will be transmitted via email, and to please leave a business card. She made mention that all questions would be answered as an addendum to the bid and disseminated via e-mail. She specified the deadline for questions or inquires related to this bid is Wednesday, March 12th, 2014 at 5:00pm. She further discussed the cone of silence, schedule of events, required forms, bid security (5%) and contract terms. Ms. Corrice E. Patterson briefly discussed the scope of services as described in the solicitation documents. Upon completion of introduction participants were invited to ask questions and provide comments.

Response to questions submitted for clarification at the February 21st, 2014 Mandatory Pre-Bid Meeting:

1. **Question:** Is the cost of software part of the proposal?

Response: Yes, provide information as detailed in section 4.03. Bidders shall list a minimum of two (2) proposed software options, price ranges and any interest the proposer has in the software distributor or developer. Price/Cost form has been amended to include Software Cost; attached as Exhibit 2.

2. **Question:** What software is the Village currently running/using?

Response: ESRI ArcGIS for Server 10.2 Workgroup Standard and one (1) license of ESRI ArcGIS for Desktop Standard 10.2

3. **Question:** Does the insurance requirement need to be \$3,000,000?

Response: Section 3.16 Insurance has been amended as follows:

- Comprehensive General Liability - ~~\$3,000,000~~ \$1,000,000 combined single limit for each occurrence for bodily injury and property damage -- designating the Village as Additional Insured

4. **Question:** In regards to experience is it specifically for the prime or the group (A), and can the prior experience be for work completed under another company (B)?

Response:

A. As per section 5.0 Submittal Requirements, Subsection B, the Qualifications and Experience is for the Consultant and/or Team

B. Qualifications and experience are inclusive of both the consultant and the team. If separate, minimum requirements must be met by each.

5. **Question:** What is the accuracy on the location of trees?

Response: Section 4.04 Data collection Specifications/Requirements states the following:

Data collected under this contract must adhere to the following standards and requirements:

1. Location Information for Trees

Trees encountered in this program are to be accurately mapped at a minimum accuracy of one foot horizontal at the 95% confidence level. The data shall be delivered in a database compatible with the Village of Palmetto Bay GIS.

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force.

Thank you for your participation in our solicitation process.



Kristy Bada, Procurement Specialist
Village of Palmetto Bay



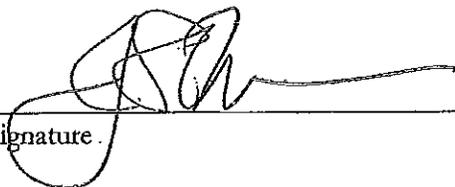
Acknowledgement of
Addendum of Solicitation

Amendment/Modification No.: 1
Amendment of RFP No.: 1314-11-005
Title of RFP: Village-wide Tree Inventory

Name of Proposer E Sciences, Incorporated

Date Addendum Received February 26, 2014

Total Pages of Addendum including Acknowledgement 6


Signature James S. Bassett, PE, Principal

The addendum must be submitted along with the remainder of the bid package.

Bid submittals without the addendum will be considered unresponsive.



March 11, 2014

To: All Interested Parties

From: Kristy Bada, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposals No. 1314-11-005
Village-wide Tree Inventory

ADDENDUM NO. 2

Prospective Bidders,

This Addendum forms a part of the RFP Package Document dated February 13th, 2014, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

Matthew Ross from Ross GIS Consulting, Inc. submitted the following question for clarification via email:

1. **Question:** Can the bid guarantee and bid bond be purchased after the awarding of the contract or does the bid bond and guarantee have to be possessed prior to submittal of the proposal?

Response:

Section 3.35 Bid Guaranty states the following:

Bid must be accompanied by a bid guaranty in the form of a certified bank check or a Bid Bond in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For solicitation responses not exceeding \$50,000.00 a bid guaranty is not required.

2. **Question:** Is it a requirement that ALL technicians working on the tree inventory be certified arborists??

Response:

Section 4.4 Data collection Specifications/Requirements (§ 2. Data Collection Requirements) states the following:

All field data collection must be conducted under the supervision of a certified arborist. The arborist must have college degrees in forestry, arboriculture, or horticulture and have sufficient practical experience in urban forestry inventory projects.

3. **Question:** Will there be a chance for oral presentations?

Response:

Section 6.00 Evaluation Criteria states the following:

The Village will select the successful Consultant through an evaluation process based on the Consultant meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the Village may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the Village Council for final approval.

Justin Freedman from E Sciences submitted the following question for clarification via email:

4. **Question:** Does the bid guaranty need to be in the form of a bond or could it be a check for five percent of the bid amount?

Response:

Section 3.35 Bid Guaranty states the following:

Bid must be accompanied by a bid guaranty in the form of a certified bank check or a Bid Bond in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. *For solicitation responses not exceeding \$50,000.00 a bid guaranty is not required.*

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force.

Thank you for your participation in our solicitation process.



Kristy Bada, Procurement Specialist
Village of Palmetto Bay



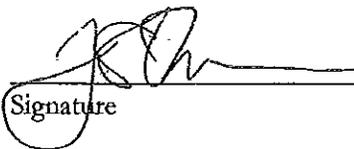
Acknowledgement of
Addendum of Solicitation

Amendment/Modification No.: 2
Amendment of RFP No.: 1314-11-005
Title of RFP: Village-wide Tree Inventory

Name of Proposer E Sciences, Incorporated

Date Addendum Received March 12, 2014

Total Pages of Addendum including Acknowledgement 3


Signature

James S. Bassett, PE, Principal

The addendum must be submitted along with the remainder of the bid package.

Bid submittals without the addendum will be considered unresponsive.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) E Sciences, Incorporated	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 34 E. Pine Street	Requester's name and address (optional)
	City, state, and ZIP code Orlando, FL 32801	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

5	9	-	3	6	6	7	0	0	2
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person Date ▶ 3-12-2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



ENGINEERING ENVIRONMENTAL ECOLOGICAL
LANDSCAPE ARCHITECTURE

Orlando

34 E. Pine Street, Orlando, FL 32801
(407) 481-9006 Tel | (407) 481-9627 Fax

Fort Lauderdale

224 SE 9th Street, Fort Lauderdale, FL 33316
(954) 484-8500 Tel | (954) 484-5146 Fax

Miami

111 NE 1st Street, Suite 906, Miami, FL 33132
(786) 517-2632 Tel | (305) 397-1556 Fax

DeLand

116 Indiana Avenue, DeLand, FL 32724
(386) 734-1950 Tel | (386) 734-1952 Fax

www.esciencesinc.com



REQUEST FOR PROPOSALS

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Village-wide Tree Inventory

RFP NO.:

1314-II-005

DUE DATE:

Tuesday, March 18th, 2014 at 3:00 pm

ISSUED:

Friday, February 14th, 2014

CONTACT PERSONS:

Director
Corrice E. Patterson
Public Works Department
CPatterson@palmettobay-fl.gov

Procurement Specialist
Kristy Bada
Finance Department
KBada@palmettobay-fl.gov



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SECTION 1.0: Advertisement



REQUEST FOR PROPOSALS (RFP)

VILLAGE-WIDE TREE INVENTORY SERVICES

No. 1314-11-005

The Village of Palmetto Bay is accepting sealed proposals regarding the conducting of Village-wide Tree Inventory Services. Sealed proposals must be received by the Village Clerk at Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Tuesday, March 18th, 2014, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud.

To guard against premature opening, each proposal shall be submitted to the Office of the Village Clerk in a sealed envelope plainly marked clearly labeled "STREET TREE INVENTORY," and include the specification number, Consultant name, and time and date of the proposal opening. Proposals shall be submitted using the forms provided in the specification package. To be considered, all interested parties must request and purchase a copy of the RFP document from the address listed above and submit one (1) original, four (4) copies, and one (1) electronic copy (on a flash drive) of the required information and documents in one (1) sealed package. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. Proposal must be accompanied by a bid guaranty in the amount of not less than five percent (5%) of the total amount of the bid.

A mandatory, pre-RFP meeting is scheduled for Friday, February 21st, 2014 10:00 a.m. at Village Municipal Center located at 9705 E. Hibiscus ST, Palmetto Bay, Florida 33157. Bid documents may be obtained on or after Friday, February 14th, 2014 after 8:30 a.m. at the Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus ST, Palmetto Bay, FL 33157. A \$30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified Consultants can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at KBada@palmettobay-fl.gov.

SECTION 2.0: Introduction

The Village is seeking proposals from a highly qualified and experienced Consultant that can provide a comprehensive inventory of all public trees within the Village and is willing to support the Village's commitment to develop and maintain a healthy Urban Forestry Program. The primary goal of the Tree Inventory Project is to lay the foundation to improve the Village's Urban Forest by establishing a complete Village-wide, publically-owned tree inventory that will serve as an interactive management tool. Preparation of an inventory is the first major step towards the Village preparing an Urban Forest Management Plan. The Village of Palmetto Bay is committed to promoting a healthy and livable community; restoration of its urban forest is one of the means to achieve that.

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be prepared in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village.

Prior to the submittal of a proposal, Proposers are advised to carefully examine the following:

- The contract documents
- Project scope and work tasks to be accomplished
- Specifications
- Insurance requirements and required documentation

Community Profile

The Village of Palmetto Bay, Florida is a Miami-suburban incorporated Village in Miami-Dade County, Florida. The village incorporated on September 10, 2002, taking the territory formerly held by the Cutler and East Perrine census-designated places. The Village provides high-quality government services to the over 24,469 residents. The Village is home to the old Burger King headquarters and the Deering Estate. The Village covers 8.8 square miles of land with approximately 118 center-line miles of streets. It is bordered by the Village of Pinecrest on the north, and the Town of Cutler Bay on the south, Biscayne Bay on the east and Unincorporated Miami-Dade County on the west. To learn more about the Village of Palmetto Bay, please visit our official website at www.palmettobay-fl.gov.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.00 Requirement to Meet All Provisions

Each individual or Consultant submitting a proposal (Consultant) shall meet all of the terms and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the Consultant acknowledges agreement with and acceptance of all provisions of the RFP specifications.

3.01 Errors and Omissions in RFP

Consultants are responsible for reviewing all portions of this RFP, including all terms. Consultants are to promptly notify the Village's Procurement Specialist, in writing, if the Consultant discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist (KBada@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than 144 hours (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of intent to request written clarification of the RFP, must be directed to:

Mrs. Kristy Bada
Procurement Specialist
Finance Department
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: KBada@palmettobay-fl.gov

Inquires must be received 144 hours (6 calendar days) prior to proposal due date, Wednesday, March 12th, 2014, at 3:00pm.

3.03 Objections to RFP Terms

Should Consultant object on any ground to any provision or legal requirement set forth in this RFP, the Consultant must, not more than ten calendar days after the RFP is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Consultant to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. Without limiting the generality of the foregoing, the information provided in or in conjunction with this RFP is provided solely for the convenience of the interested parties. It is the responsibility of parties to assure themselves that any information contained in or related to this RFP is accurate and complete. No representations, assurances, or warranties pertaining to the accuracy of such information are, or will be, provided by the Department and no claim may be brought against Department as a result of the presentation of such information, irrespective of its accuracy, completeness, or general utility.

3.04 Addenda to RFP

The Department may modify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as

having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Consultant may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Consultant unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. All proposals will be opened and declared publicly. Consultants or their representatives are invited to be present at the opening of the proposals.

3.06 Revision of Proposal

At any time during the submittal evaluation process, the Department may require a Consultant to provide written clarification of its submittal.

3.07 Laws and Ordinances

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

3.08 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a Request for Proposals; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.

3.09 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or take action on account of any failure by a Consultant to observe any provision of this RFP.

3.10 Cone of Silence

(1) In the public process for awarding contracts for the provision of goods and services, a cone of silence is imposed. Cone of silence is hereby defined to mean a prohibition on:

- Any communication regarding a particular RFP, RFP, or BID between a potential Consultant, service provider, Bidder, lobbyist, or Consultant and the Village's Consultant staff including, but not limited to, the village manager and his or her staff;

- Any communication regarding a particular RFP, RFP, or BID between the Mayor or Village council members and any member of the Village's Consultant staff including, but not limited to, the Village Manager and his or her staff;
 - Any communication regarding a particular RFP, RFP or BID between a potential Consultant, service provider, Bidder, lobbyist, or Consultant and any member of the selection committee therefor;
 - Any communication regarding a particular RFP, RFP or BID between the Mayor, Village Council members and any member of the selection committee;
 - Any communication regarding a particular RFP, RFP or BID between a potential Consultant, service provider, Bidder, lobbyist, or Consultant and the Mayor or Village Council members; and
 - Any communication regarding a particular RFP, RFP or BID between any member of the Village's Consultant staff and any member of the selection committee. The Village Manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the village clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Council.
- (2) Notwithstanding the foregoing, the cone of silence shall not apply to:
- Communications with the Village Attorney and his or her staff;
 - 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 Village Manager makes his or her written recommendation;
 - Any emergency procurement of goods or services;
 - Communication regarding a particular RFP, RFP or BID between any person and the contracting officer responsible for administering the procurement process for the RFP, RFP or BID, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(3) Procedure for the Cone of Silence being imposed.

A cone of silence shall be imposed upon each RFP, RFP and BID after the advertisement of the RFP, RFP or BID. At the time of imposition of the cone of silence, the Village Manager or his or her designee shall provide for public notice of the cone of silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Council member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this article. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFP or BID shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential Consultant, service provider, Bidder, lobbyist, or Consultant and any member of the Village's Consultant staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

The cone of silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Council; provided, however, that if the Village Council refers the Village

Manager's recommendation back to the Village Manager or staff for further review, the cone of silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(4) Exceptions to the Cone of Silence.

The provisions of this article shall not apply to oral communications at pre-Bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Council during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Council unless specifically prohibited by the applicable RFP, RFP or BID documents. The Bidder or Bidder shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(5) Penalties for Violation of the Cone of Silence

In addition to the penalties provided Section 2-155, of the Village's Code of Ordinances, and Sections 2-11.1(s) and (v), of the Miami-Dade County Code, violation of this section by a particular Bidder or Bidder shall render any RFP award, RFP award or BID award to the Bidder or Bidder voidable. A violation of section 2-155 may render the public hearing item voidable and a \$500.00 penalty to the applicant. The Village Council shall hold an evidentiary hearing to determine whether a violation of section 2-155 has taken place, whether a penalty shall issue, and/or whether the public hearing item should be voided. Any person who violates a provision of this article shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this article by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this article shall report the violation to the State Attorney and, or, may file a complaint with the Miami-Dade County Commission on Ethics.

(6) Please contact the Village Attorney for the Village of Palmetto Bay as to any questions concerning "Cone of Silence" compliance.

3.11 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Consultant prior to the execution of a contract. This includes costs incurred by the Consultant as a result of preparing a response to this RFP.

Consultants are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Consultant's risk.

3.12 Certification

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

3.13 Public Records

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

3.14 Retention of Responses

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

3.15 Village Authority

Consultant proposals will be awarded at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

3.16 Insurance

Upon Village's notification of award, the Consultant shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

3.17 Accounting

The Consultant 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.

3.18 Statement of Contract Disqualifications

Each proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.19 Submittal of One Proposal Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Consultant submitting a proposal, or who has quoted prices on materials to such Consultant, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Consultants submitting proposals.

3.20 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

3.21 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.22 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.23 Disclosures and Potential Conflicts of Interest

The Village of Palmetto Bay Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village of Palmetto Bay requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the Village of Palmetto Bay, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the Village of Palmetto Bay official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the Village of Palmetto Bay to take appropriate measures to ensure the fairness of the proposal process.

3.24 Litigation

All Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Consultant, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.25 Subcontractors

If any Consultant submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Consultant(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay.

3.26 Anti-Discrimination

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.27 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new. The items RFP must be new, the latest model, of the best quality, and highest grade workmanship.

3.28 Legal Requirements

Federal, state, county and Village laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

3.29 Protests, Appeals and Disputes

A contract may not be awarded to the Bidder, unless the bid tabulation is posted at Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida, ten (10) days prior to award of contract. Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

3.30 Disclaimer

The Village Council of the Village of Palmetto Bay may, in its sole and absolute discretion accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. After all bids are analyzed, organization submitting bids that appear, solely in the opinion of the Village of Palmetto Bay, to be the most competitive, shall be submitted to the Village of Palmetto Bay's Village Council, and the final selection will be made shortly thereafter with a timetable set solely by the Village of Palmetto Bay. The selection by the Village of Palmetto Bay shall be based on the bid, which is, in the sole opinion of the Village Council of the Village of Palmetto Bay, in the best interest of the Village of Palmetto Bay. The issuance of this Bid constitutes only an invitation to make presentations to the Village of Palmetto Bay. The Village of Palmetto Bay reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the Village of Palmetto Bay shall have no liability to any Bidder for any costs or expense, incurred in connection with this Bid or otherwise.

3.31 Business Entity Disclosure Statement

Bidder or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by

Village. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

3.32 Force Majeure

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.33 Copeland "Anti-Kickback"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

3.34 Work Delays

Should the Consultant be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Consultant. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.35 Bid Guaranty

Bid must be accompanied by a bid guaranty in the form of a certified bank check or a Bid Bond in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. *For solicitation responses not exceeding \$50,000.00 a bid guaranty is not required.*

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 10 days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Village believes to have a reasonable chance of receiving the award may be retained by Village until the earlier of the seventh day

after the "effective date of the Agreement" (which term is defined in the General Conditions) by Village to Vendor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

END OF SECTION

SECTION 4.0: Scope of Services

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all services necessary. The following are the services necessary to satisfy the terms of the contract agreement.

4.00 Scope of Work

The categories and representative tasks required for this project are outlined below. All proposals must be made on the basis of and either meet or exceed the requirements contained herein. All respondents must be able to provide the following scope of service.

1. Meet with VILLAGE staff to review scope of work, desired deliverables, schedules, and identify the criteria for documenting and evaluating the VILLAGE'S Urban Forest.
2. Determine the best software package to use (NOTE: Compensation for the software will be either directly to the software provider or to the proposer, where they are a licensed distributor.).
3. Coordinate with VILLAGE Information Technology Division and Public Works staff to coordinate installation of the software.
4. Develop a complete inventory and analysis of the VILLAGE'S trees including identification of dead, dying, and/or diseased trees, including recently planted trees and current health as described below.
5. Should a comprehensive inventory of all of the VILLAGE'S forest prove to be financially infeasible, the inventory shall be conducted in the following priority order.

For purposes of this RFP, a tree is hereby defined as all species of palms regardless of height as well as any other woody or fibrous perennial plant species that upon maturity and under normal growing conditions reaches a height of at least ten (10) feet.

- a) Street Trees located on Village owned Public Right of Way
 - b) Trees located on VILLAGE Facilities (Municipal Center, PW, etc.)
 - c) Trees on VILLAGE Parks (Coral Reef, Palmetto Bay Park, Perrine Wayside, Thalatta Estates, and Ludovici Park);
6. Provide the VILLAGE with the required information in a GIS database format that can be downloaded into a computer software program specifically designed to run urban forest tree management data based on a Global Positional System (GPS) and the VILLAGE'S current horizontal coordinates.

7. Provide urban forestry management software to support the management and maintenance of VILLAGE trees, including daily management, routine and specialized maintenance scheduling, evaluation, and reporting.
8. Provide this information in a GIS database format that is compatible with ESRI's ArcGIS 10.1. It is highly desirable for this information to be stored using a geo-database in the ESRI Local Government Data Model format for the Tree feature class.
9. Provide this information in a GIS database format that can be easily downloaded into a computer application that is compatible with the VILLAGE OF PALMETTO BAY field hardware such as an Apple I-Pad or comparable (in function and price) tablet/laptop that could be vehicle dashboard mounted for field use.
10. Train staff and project partners on software use, applications and report preparation features.

4.01 GIS-based Village-owned Tree Inventory Attributes:

The following are the necessary minimum collection attributes for the Urban Forest Tree Inventory Program inclusive of those referenced in Sec. 4.05. Propose additional attributes as Consultant determines appropriate and best:

1. Mapping Coordinate. X and Y coordinate locations (latitude and longitude). Each tree will be located using GIS maps and/or GPS equipment.
2. Descriptive Location. The location of each tree in a publically-owned area and planting site shall be described so that they can be easily identified for future work. In addition to coordinates, the trees are to be located using a street name, and nearest street address (number and street.)
3. Area: Tree locations will be identified by longitude and latitude; street address, where available; facility name/area (such as: NW corner of Village Municipal Center property, approx. 50' from building), and unique tree identifier number.
4. Location relative to the right of way, or facility: The tree's physical location in relation to public sidewalk, i.e. behind the sidewalk, in the sidewalk, in the parkway, or its location in relation to VILLAGE facility/park area compared to existing structures.
5. Botanical name: Genus, species, variety as available and common name.
6. Diameter: Trunk diameter at breast height (DBH) to the nearest 1-inch.
7. Condition. In general, the condition of each tree will be recorded by one of the following categories adapted from the rating system established by the International Society of Arboriculture:

Category	Rating
Excellent	100%
Very Good	90%
Good	80%
Fair	60%
Poor	40%
Critical	20%
Dead	0%

4.02 Acceptance of Product: Software

The proposed software package is to be approved by the Village prior to the start of data collection. The Village is interested in reviewing at least two and preferably three options, including one public domain option, for software packages. The highest ranked proposal(s) will be invited to give a presentation on their software package and demonstrate its capability. Proposals should list proposed software options, price ranges and any interests the proposer has in the software distributor or developer. Analysis and details of the software options are to follow as part of the scope of work.

1. At the time the Village and the Consultant review software options for selection, the following additional information will be required:
 - a) Subscription and maintenance fees;
 - b) Availability of technical support;
 - c) Whether the product is a web enabled application;
 - d) Projected size of the program - user interface and data;
 - e) Ability to work on virtual servers (VMware);
 - f) Ability to house the program during data development on a minimum spec. machine;

2. Software Requirements:
 - a) Proper licensing for the Village - licensing, warranties and terms shall begin upon installation;
 - b) Compatible with current Village standards: ESRI ArcGIS 10.2 and Supports for Windows 7--32 and 64 bit;
 - c) Multi-seat capability;
 - d) Assignable rights for various levels of access;
 - e) Highly desirable to work using Active Directory group assignments;

- f) Management and reporting capabilities;
 - g) Work order capability;
 - h) Specifically written for urban forest management.
3. With available GIS data, a mapping window will be used to display and manage the geographically referenced tree inventory data, and to track tree work and maintenance history. On the primary map page, points representing the individual trees contained within the inventory database will be displayed, along with various base map layers.
- a) The map page shall provide the user with the following basic functions of GIS:
 - i. Zoom
 - ii. Pan
 - iii. Label
 - iv. Identify
 - b) The tree point data shall be able to be manipulated directly on the map by means of:
 - i. Add
 - ii. Delete
 - iii. Move
 - iv. Edit

4.04 Data collection Specifications/Requirements

Data collected under this contract must adhere to the following standards and requirements:

1. Location Information for Trees

Trees encountered in this program are to be accurately mapped at a minimum accuracy of one foot horizontal at the 95% confidence level. The data shall be delivered in a database compatible with the Village of Palmetto Bay GIS.

2. Data Collection Requirements

All field data collection must be conducted under the supervision of a certified arborist. The arborist must have college degrees in forestry, arboriculture, or horticulture and have sufficient practical experience in urban forestry inventory projects. The City requires information from the Contractor concerning the qualification of personnel and to reject personnel for work on the project that do not meet the minimum qualifications.

4.05 Deliverable Database

The selected Consultant will provide all pertinent tree data digitally in a spatially accurate geodatabase format compatible with Village of Palmetto Bay's existing data structure. In addition to the coordinate data collected, the database shall contain information in agreement with Village of Palmetto Bay and at a minimum the following attribute data:

- A Unique Identification Number
- Species
- Trunk Diameter
- Condition
- Location of Overhead Conductors
- Growth Space
- Other value-added attribute items as agreed

A final management database will be delivered in electronic file format on a standard CD. Before award of the project, the selected Consultant and the Village of Palmetto Bay staff will reach an agreement on the specific data schemas to be employed. It is at this juncture that the Consultant and the Village of Palmetto Bay will reach agreement on which specific features will be collected, the format to which this feature data will conform, and the final data delivery format for all collected and calculated information so that it can be appropriately mapped and accessed by the Village of Palmetto Bay staff. In addition, proposals shall offer a detailed solution to seamlessly integrate field collected GIS data into the Village of Palmetto Bay data infrastructure.

END OF SECTION

SECTION 5.0: Submittal Requirements

Time and Place for Submittal of Proposals

Proposals must be received by 3:00 p.m., on Tuesday, March 18th, 2014. Late submittals will not be considered.

Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

Proposals must be delivered in person and left at the front desk or mailed to:

Meighan J. Alexander, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Clearly labeled "STREET TREE INVENTORY," and include the specification number, Consultant name, and time and date of the proposal opening.

5.00 Format and Content of Proposals

Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Submit one (1) original copy, four (4) copies, and one (1) electronic copy on a flash drive of your complete submittal package.

Responses to this Request shall be in one volume. Any Consultant brochures and/or information pertaining to the qualifications of the Consultant and/or team may be submitted, but must be included in a single volume.

A. Cover Letter

The cover letter will include the following:

- Introduction of Consultant
- Signed by an authorized principal of the Consultant
- Include the name
- Address
- Phone number of the Consultant submitting the proposal
- Include the name and signature of an authorized binding official who is authorized to answer questions regarding the Consultant's proposal

B. Qualifications and Experience of Consultant and/or Team

- All respondents shall describe other contracts (at least 5, but no more than 10) similar in scope, size, or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address, and telephone number of a contact person for each project identified and described (at least 5).
- Indicate commencement dates, duration, budget and type of operation.

- Provide a list of all Municipal clients in Florida.

C. Fees

Provide a copy of your fees/prices on the attached price/costs form located in Section 8.0 of this RFP document (Page 24).

Proposed compensation and payment schedule tied to accomplishing key tasks. While selection of the software provider and payment terms will be determined as part of the scope of work after contract award, estimated software costs should be included in the proposed compensation.

Costs should be identified thusly:

- Coordinating meeting;
- Software cost;
- Guide software installation;
- Conduct tree inventory (via cost per tree*);
- Provide/upload GIS Tree Inventory data layer;
- Training on application(s) and use of software

D. Contract

The Village has attached its standard contract in Exhibit A. List all exceptions to the contract.

5.01 Additional Submission Requirements

A. Project Approach:

1. Description of your approach to completing the work
2. Proposed schedule by phase and task for completing the work
3. Estimated hours for your staff in performing each major phase of the work, including sub-Consultants
4. Services or data anticipated to be provided by the Village
5. Services or costs anticipated to be needed from the Consultant and/or software vendor in the future to maintain the inventory/software
6. Proposed software options (at least two and preferably three, including one public domain option); price ranges for each; and disclosure of any interests the proposer has in any of the software options as a licensed distributor or developer.
7. Any other information that would assist us in making this contract award decision

B. Availability and Capacity:

1. Provide a listing of your Consultant's technical equipment which will support this effort.
2. Provide a description of the implementation plan considerations, including estimated time frames and deliverables for each stage of the project. Submittal of a project schedule is required as part of the proposal
3. In view of this data, describe your team's ability to meet time lines established for this project.
4. Identify the availability of Consultant's staff to attend meetings and interact with Village staff on short notice.

C. Project Team

1. Provide a summary of the education and past experience with similar projects for each member of the Proposer's staff who will be assigned to this project, including resumes for the project manager and the key principals.
2. Include a current organizational chart of the project team, including subcontractor(s) with responsibilities of team members identified therein.
3. Identify the location of the office which will provide primary project control for this project.

D. Submittal Forms

1. Acknowledgement
2. Certificate of Insurance
3. References
4. Statement of Past Disqualifications

**Note: GIS tree data collected from previous contracts with the Village for tree maintenance, or other contracts shall be quantified and proposed for reimbursement separately. Where the scope of work in this RFP is beyond the attributes collected in previous work for the Village, then a thorough description of cost for previous work, including a description of the work needed, and process involved for fulfilling this request for proposals, and the specified inventory attributes is required.*

END OF SECTION

SECTION 6.0: Evaluation and Selection Criteria

6.00 Evaluation Criteria

The Village will select the successful Consultant through an evaluation process based on the Consultant meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the Village may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the Village Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

- A. Qualifications and Expertise
- B. Price
- C. Organization and Completeness of Proposal
- D. Willingness to Execute the Village of Palmetto Bay's Standard Agreement

6.01 Selection Criteria

The Village will select a Consultant on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The Village reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

While it is the intent of the Village to award a single Consultant, the Village reserves the right to award in part or in whole and to select multiple Consultants and/or individuals, depending on whichever decision is deemed to be most advantageous to the Village.

Responses may be rejected if the Consultant fails to perform any of the following:

- A. Adhere to one or more of the provisions established in this Request for Proposal.
- B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
- C. Submit a response on or before the deadline and complete all required forms.
- D. To fulfill a request for an oral presentation.
- E. To respond to a written request for additional information.

Discussions and/or interviews may be conducted with responsible Consultants that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing Consultants. The selection shall be done by the Village's review committee and will be recommended to the Village Council for final approval.

If the Village is unable to reach any sort of agreement with the selected Consultant, the Village will discontinue negotiations with the selected Consultant and begin negotiations with the Consultant ranked second and so on until agreement is reached.

The Consultant to be recommended to the Village Council will be the one whose proposal is determined to be the most advantageous to the Village in consideration of price and all other evaluation factors which are set forth in this Request for Proposal. No other factors or criteria not listed in this RFP shall be used in the evaluation.

END OF SECTION

SECTION 7.0: Schedule

7.00 Mandatory Pre-Proposal Conference

Consultants are required to attend a pre-proposal conference on Friday, 21, 2013 at Village of Palmetto Bay Municipal Center, 9705 E Hibiscus Street, Palmetto Bay, FL 33157 at 10:00am. Doors will be closed to any Consultant who arrives 10 minutes after Mandatory Pre-Proposal Conference has begun. All questions will be addressed at this conference and any available new information will be provided at that time.

7.01 Schedule

The anticipated schedule for selection of Consultant is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Friday, February 14 th , 2014	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	8:30 AM
Mandatory Pre-Proposal Conference	Friday, February 21 st , 2014	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM
Deadline for Submission of written questions or requests for clarification	Wednesday, March 12 th , 2014	N/A	3:00 PM
Final Addendum Issued	Friday, March 14 th , 2014	N/A	5:00 PM
Proposal Submission Due	Tuesday, March 18 th , 2014	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	3:00 PM
Complete Proposal Evaluations	Thursday, March 20 th , 2014	N/A	N/A
Finalize Award Recommendation	Monday, March 24 th , 2014	N/A	N/A
Village Council Award of Contract	Monday, April 7 th , 2014	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	7:00 PM
Contract Executed and Work Progress Begins	Thursday, April 17 th , 2014	N/A	N/A

7.02 Contract Award

A. Proposal Retention and Award

The Village reserves the right to retain all proposals for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

B. Competency and Responsibility of Consultant

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Consultants. Consultants will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

C. Contract Requirement.

The Consultant to whom award is made (Consultant) shall execute a written contract with the Village within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

D. Insurance Requirements.

The Consultant shall provide proof of insurance in the form, coverage's and amounts specified in Section F of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

E. Business License & Tax.

The Consultant must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

F. Failure to Accept Contract.

The following will occur if the Consultant to whom the award is made (Consultant) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Consultant's bond or security is required; and an award may be made to the next highest ranked Consultant with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Completion of Contract.

The contract term is for six (6) months. All aspects of the contract must be completed by January 31, 2015

END OF SECTION

SECTION 8.o: Required Proposal Submission Forms

PRICE/COST FORM		
<i>RFP 1314-11-005 Village-wide Tree Inventory Services</i>		
Item No.	Description	Total Price
LSC ₁	Lump Sum Cost -Inventory of all trees located within Village owned Public ROW	\$
LSC ₂	Lump Sum Cost - Inventory of all trees located within Village Facilities	\$
LSC ₃	Lump Sum Cost - Inventory of all trees located within Village Parks	\$
CPT	Cost Per Tree	\$
Total for Items No. LSC₁, LSC₂, & LSC₃		\$
The cost also includes all tasks to be performed and deliverables as detailed in the agreed upon scope of work.		

TOTAL PRICE AMOUNT FOR ITEMS LSC₁, 2, & 3 IN FIGURES (LUMPSUM): \$ _____

TOTAL PRICE AMOUNT FOR ITEMS LSC₁, 2, & 3 (WRITTEN): _____

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

GOVERNMENTAL REFERENCES

The Bidder's response to this questionnaire will be utilized as part of the Village's overall Bid Evaluation and Vendor selection. Copies of reference sheet may be made to provide additional references; no more than ten.

1. Governmental References: List other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Email: _____

Type of Project: _____

Date of Project: _____

Amount of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Email: _____

Type of Project: _____

Date of Project: _____

Amount of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Email: _____

Type of Project: _____

Date of Project: _____

Amount of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Email: _____

Type of Project: _____

Date of Project: _____

Amount of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Email: _____

Type of Project: _____

Date of Project: _____

Amount of Project: _____

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

_____ being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____ the Consultant that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

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

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

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

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

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

Sworn statement - S.S. # _____)

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

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

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

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

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

Signed, sealed and delivered In the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

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

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I, being duly first sworn state: That the above named Consultant, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC.
SEAL OF OFFICE:

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

- o Personally known to me, or
- o Produced identification:

(Type of Identification Produced)

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

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

I, _____ being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____ (Consultant), hereby acknowledge and agree that we, as the Prime Consultant for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# 1314-11-005, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of _____:

(SubConsultant's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO 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 Village of Palmetto Bay, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Consultant or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

- o Personally known to me, or
- o Produced identification:

(Type of Identification Produced)

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

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Consultant: _____

Date: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Consultant

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Village-wide Tree Inventory
RFP No. 1314-12-002 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars
\$ _____) submitted to the Village of Palmetto Bay
_____ (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contact and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

By: _____
Corrice Patterson, Public Works Director

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Consultant

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Village-wide Tree Inventory
RFP No. 1314-12-002 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Engineer. The Commencement date is _____, 2014. Completion date shall be _____, 2014.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Public Works Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: _____
Corrice Patterson, Public Works Director

SECTION 10.0: Exhibits

Exhibit A

VILLAGE OF PALMETTO BAY

VILLAGE-WIDE TREE INVENTORY & GPS SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on _____, and

WHEREAS, Consultant submitted a Proposal dated _____ in response to the Village's request, and

WHEREAS, at a meeting held on _____, the Village Council awarded the Consultant and agreed to enter into an Agreement with Consultant to perform the services described in the RFP and Consultant'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 Village-wide Tree Inventory RFP No. 1314-11-005 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Consultant dated _____. (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

A. Consultant 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. Consultant 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

Consultant and the individual executing this Agreement on behalf of the Consultant warrant to the Village that the Consultant is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Consultant 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. Consultant acknowledges that due to the nature of this contract, that Consultant must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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, or after termination in the Village's discretion if needed for a post contract audit of money due on

Consultant's performance). Termination or cancellation of the contract will not relieve the Consultant of any obligations or liabilities resulting from any acts committed by the Consultant 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 Consultant 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 Consultant agrees that in the event this Contract is terminated for the Village's breach, the damages that Consultant 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 7 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of six (6) months from _____ through _____, or until terminated by the Village as herein set forth. Continuation of this Agreement beyond the initial six (6) month period is at the discretion of the Village, and not a right of the Consultant. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this this agreement, it shall be only for the Services (as defined within) agreed to in this Agreement.

Article 8 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 Consultant under this Agreement, audit, or cause to be audited, those books and records of Consultant which are related to Consultant's performance under this Agreement. Consultant 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 Village may, at reasonable times during the term hereof, inspect Consultant's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Agreement conform to

the terms hereof and/or the terms of the Solicitation Documents, if applicable. Consultant 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 9 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 Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Consultant authorized to use the Village's Tax Exemption Number in securing such materials.

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

Article 10 Indemnification

Consultant 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 Consultant or its employees, agents, servants, partners, principals or sub-Consultants. Consultant 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. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant 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 11 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 Consultant. 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:

- 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 12 Modification/Amendment

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 13 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 14 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 15 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 Consultant of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Consultant 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 Consultant, whether or not similar to the act so consented to or approved.

Article 16 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:

Consultant:

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

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.

Article 17 Independent Consultant

Consultant is and shall remain an independent Consultant and is not an employee or agent of the Village. Services provided by Consultant shall be by employees of Consultant 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. Consultant 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 Consultant. The rights granted to Consultant hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Consultants to perform services including those hereunder.

Article 18 Assignment

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

Article 19 Prohibition Against Contingent Fees

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

Article 20 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Consultant 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 21 Conflict of Interest

Consultant 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 22 Binding Effect

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 23 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 24 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 25 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 26 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 27 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 28 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 29 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 30 Permits, Licenses and Filing Fees

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

Article 31 Safety Provisions

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

Article 32 Public and Employee Safety

Whenever the Consultant'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 33 Preservation of Village Property

The Consultant 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 Consultant's operations, it shall be replaced or restored at the Consultant's expense. The facilities shall be replaced or restored to a condition as good as when the Consultant began work.

Article 34 Immigration Act of 1986

The Consultant warrants on behalf of itself and all sub-consultants 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 35 Consultant Non-Discrimination

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

Article 36 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. Consultants are cautioned to undertake 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 Consultant and all sub-consultants 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 Consultant to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Consultant. An ambiguity or defect shall be considered patent if it is of such a nature that the Consultant, 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 Consultant or sub-consultants 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 Consultant 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, Consultant shall immediately notify the Village in writing, and the Consultant and all sub-consultants 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 Consultant'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 37 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 38 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.

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

OWNER

CONSULTANT

Village of Palmetto Bay

ADDRESS

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

BY _____

Ron E. Williams
Print Name

Print Name

Village Manager
Title

Title

ATTEST

Meighan J. Alexander
Village Clerk

Witness

APPROVED AS TO FORM BY

Print Name

Village Attorney

Exhibit A

MAP OF VILLAGE-WIDE TREE INVENTORY SERVICES



To: Honorable Mayor and Village Council Date: April 28, 2014

From: Ron E. Williams, Village Manager Re: Accepting Florida Highway
Beautification Council Grant
Funding

Ron E. Williams

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE 2014 FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT FUNDING IN AN AMOUNT OF \$45,000 FOR BEAUTIFICATION OF US-1 MEDIANS WITHIN THE VILLAGE OF PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Each year, the Florida Department of Transportation (FDOT) provides grant funding to cities and counties for highway beautification plantings. FDOT is currently constructing highway landscape projects with nearly \$30 million allocated each year by the Florida Legislature. FDOT defines a highway landscape project as any planned or actual landscape or landscaping on Department right of way, including construction or installation, planning, beautification, and maintenance thereof, by a local government entity, non-governmental entity, or abutting private property owner.

The Village Council approved Resolution 2013-71 authorizing the Department of Public Works to submit an application to solicit FY13-14 Florida Highway Beautification Council Grant funding in an amount not to exceed \$90,000. A 50/50 match is required (50% grant/50% applicant). This grant in an amount of \$45,000, with the Village's \$45,000 match, can be used only for the cost allowed by Section 399.2405(11), Florida Statutes. The Department of Public Works has funding in an amount of \$30,000 allocated for the Village's forestry program and the Planning and Zoning Department has \$15,000 from the Landscape Mitigation program.

The application as submitted, has been selected by the Florida Highway Beautification Council to receive a grant to fund the design and installation of landscape for placement within the medians on that stretch of US-1 from south of SW 136th ST to north of SW 184th ST. The landscape improvements proposed will provide and instantly create a welcoming

and enjoyable experience to visitors and residents with landscape safely placed along this highly traveled state road and also identify the gateway points into the Village.

It is recommended that the Village Council approve a resolution accepting the grant award (\$45,000) and terms as detailed in the attached award letter and further authorize the Village Manager to execute the required agreements within one year from the date of the award letter.

FISCAL/BUDGETARY IMPACT:

The Village's 50% match will be funded from the \$30,000 budgeted on an annual basis for the Village's forestry program as a requirement of the Urban Forestry Tree City USA recognition program; and the Planning and Zoning Department has \$15,000 available to cover the balance of the 50% match requirement in the Landscape Mitigation program.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE 2014 FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT FUNDING IN AN AMOUNT OF \$45,000 FOR BEAUTIFICATION OF US-1 MEDIANS WITHIN THE VILLAGE OF PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, each year, the Florida Department of Transportation (FDOT) provides grant funding to cities and counties for highway beautification plantings; and

WHEREAS, the Village Council approved Resolution 2013-71 authorizing the Department of Public Works to submit an application to solicit FY13-14 Florida Highway Beautification Council Grant funding in an amount not to exceed \$90,000; and

WHEREAS, the application as submitted has been selected by the Florida Highway Beautification Council to receive a grant to fund the design and installation of landscape for placement within the medians on that stretch of US-1 from south of SW 136th ST to north of SW 184th ST; and

WHEREAS, 50/50 match is required (50% grant/50% applicant); and grant in an amount of \$45,000, with the Village's \$45,000 match, can be used only for the cost allowed by Section 399.2405(11), Florida Statutes; and

WHEREAS, the Department of Public Works has funding in an amount of \$30,000 allocated for the Village's forestry program and the Planning and Zoning Department has \$15,000 from the Landscape Mitigation program.

WHEREAS, the landscape improvements proposed will provide and instantly create a welcoming and enjoyable experience to visitors and residents with landscape safely placed along this highly traveled state road and also identify the gateway points into the Village; and

WHEREAS, the Department of Public Works recommends that it is in the best interest of the Village Council to approve a resolution accepting the grant award (\$45,000) and terms as detailed in the attached award letter; 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 accept a grant award of \$45,000 from FDOT Florida Highway Beautification Council and execute the required agreements within one year from the date of the award letter.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of May, 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:

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

April 14, 2014

Corrice E. Patterson, Director
Public Works Department
Village of Palmetto Bay
9495 SW 180th Street
Palmetto Bay, FL 33157

Dear Ms. Patterson:

It is my pleasure to inform you that your application for a Fiscal Year 2014 Highway Beautification Grant has been selected by the Florida Highway Beautification Council to receive a Grant for your project along US 1 / SR 5, South Dixie Highway. **This Grant (Financial Project Number 435828-1), in the amount of \$45,000, with your \$45,000 match, can be used only for the costs allowed by Section 339.2405(11), Florida Statutes.**

If you intend to accept the Grant Award, and terms described herein, **please relay your intentions within 15 days from the receipt date of this letter.** Send your reply, by certified mail, to Kirk Hoosac, District Six Grant Coordinator, Florida Department of Transportation (Department), District Six Office, 1000 NW 111 Avenue, Miami, Florida 33172.

After receiving your certified letter of acceptance, Kirk will be available to advise you as you prepare landscape plans for review and approval by the Department. The plans must be consistent with the concept endorsed by the Florida Highway Beautification Council. There is no commitment of funds for the grant project until the Notice to Proceed is issued. Expenditures for work prior to the Notice to Proceed are not reimbursable. Funds will be released by the Department as required by Rule 14-40.023, Florida Administrative Code. **All plans must be complete, and required agreements must be executed within one year from date of this award letter.** Before June 30, 2015, it is expected that the project will be constructed as per plans approved by the Department, there is written final acceptance by the Department, and receipts for grant expenses are reviewed and approved by the Department.

Congratulations on your award, and thank you for your interest and help in making Florida a more beautiful place to live and visit.

Sincerely,

Ananth Prasad, P.E.
Secretary

AP:jc

By certified mail

cc: Marion Hilliard
Gus Pego
Rudy Garcia
Kirk Hoosac
Jeff Caster

The Florida Senate

2012 Florida Statutes

<p><u>Title XXVI</u> PUBLIC TRANSPORTATION</p>	<p><u>Chapter 339</u> TRANSPORTATION FINANCE AND PLANNING</p> <p><u>Entire Chapter</u></p>	<p>SECTION 2405 Florida Highway Beautification Council.</p>
----------------------------------------------------	----------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

339.2405 Florida Highway Beautification Council.—

(1) There is created within the Department of Transportation the Florida Highway Beautification Council. It shall consist of seven members appointed by the Governor. All appointed members must be residents of this state. One member must be a licensed landscape architect, one member must be a representative of the Florida Federation of Garden Clubs, Inc., one member must be a representative of the Florida Nurserymen and Growers Association, one member must be a representative of the department as designated by the head of the department, one member must be a representative of the Department of Agriculture and Consumer Services, and two members must be private citizens. The members of the council shall serve at the pleasure of the Governor.

(2) Each chair shall be selected by the council members and shall serve a 2-year term.

(3) The council shall meet no less than semiannually at the call of the chair or, in the chair's absence or incapacity, at the call of the head of the department. Four members shall constitute a quorum for the purpose of exercising all of the powers of the council. A vote of the majority of the members present shall be sufficient for all actions of the council.

(4) The council members shall serve without pay but shall be entitled to per diem and travel expenses pursuant to s. [112.061](#).

(5) A member of the council may not participate in any discussion or decision to recommend grants to any qualified local government with which the member is associated as a member of the governing body or as an employee or with which the member has entered into a contractual arrangement.

(6) The council may prescribe, amend, and repeal bylaws governing the manner in which the business of the council is conducted.

(7)(a) The duties of the council shall be to:

1. Provide information to local governments and local highway beautification councils regarding the state highway beautification grants program.
2. Accept grant requests from local governments.
3. Review grant requests for compliance with council rules.
4. Establish rules for evaluating and prioritizing the grant requests. The rules must include, but are not limited to, an examination of each grant's aesthetic value, cost-effectiveness, level of local support, feasibility of installation and maintenance, and compliance with state and federal regulations. Rules adopted by the council which it uses to evaluate grant applications must take into consideration the contributions made by the highway beautification project in preventing litter.
5. Maintain a prioritized list of approved grant requests. The list must include recommended funding levels for each request and, if staged implementation is appropriate, funding requirements for each stage shall be provided.
6. Assess the feasibility of planting and maintaining indigenous wildflowers and plants, instead of sod groundcovers, along the rights-of-way of state roads and highways. In making such assessment, the council shall utilize data from other states which include indigenous wildflower and plant species in their highway vegetative management systems.

(b) The council may, at the request of the head of the department, review and make recommendations on any other highway beautification matters relating to the State Highway System.

(8) The head of the department shall provide from existing personnel such staff support services to the council as are necessary to enable the council to fulfill its duties and responsibilities.

(9) Local highway beautification councils may be created by local governmental entities or by the Legislature. Prior to being submitted to the council, a grant request must be approved by the local government or governments of the area in which the project is located.

(10) The head of the department, after receiving recommendations from the council, shall award grants to local governmental entities that have submitted grant requests for beautification of roads on the State Highway System and which requests are on the council's approved list. The grants shall be awarded in the order they appear on the council's prioritized list and in accordance with available funding.

(11) State highway beautification grants may be requested only for projects to beautify through landscaping roads on the State Highway System. The grant request shall identify all costs associated with the project, including sprinkler systems, plant materials, equipment, and labor. A grant shall provide for the costs of purchase and installation of a sprinkler system, the cost of plant materials and fertilizer, and may provide for the costs for labor associated with the installation of the plantings. Each local government that receives a grant shall be responsible for any costs for water, for the maintenance of the sprinkler system, for the maintenance of the landscaped areas in accordance with a maintenance agreement with the department, and, except as otherwise provided in the grant, for any costs for labor associated with the installation of the plantings. The department may provide, by contract, services to maintain such landscaping at a level not to exceed the cost of routine maintenance of an equivalent unlandscaped area.

(12) The council shall annually submit to the head of the Department of Transportation a proposal recommending the level of grant funding.

History.—ss. 3, 4, 5, ch. 87-131; s. 4, ch. 88-303; s. 7, ch. 89-301; s. 42, ch. 91-221; s. 5, ch. 91-429; s. 38, ch. 93-207; s. 503, ch. 95-148; s. 19, ch. 99-5; s. 104, ch. 99-385; s. 49, ch. 2002-1.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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RESOLUTION NO. 2013-71

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR AND ACCEPT A HIGHWAY BEAUTIFICATION GRANT, AND ENTER INTO A HIGHWAY BEAUTIFICATION COUNCIL GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT AND PURPOSE OF THIS RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the Village of Palmetto Bay beautifies and improves various rights of way by landscaping within the Village of Palmetto Bay; and

WHEREAS, a 50/50 match is required (50% grant/50% applicant); and

WHEREAS, the Department of Public Works has funding in an amount of \$35,000 allocated for the Village's forestry program and the Planning and Zoning Department has \$10,000 from the Landscape Mitigation Program; and

WHEREAS, if funding is awarded, monies in an amount up to \$90,000 will be used to fund the installation of landscape designed for placement within the rights of ways and medians on that stretch of US-1 from south of SW 136th ST to north of SW 184th ST; and

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay wish to authorize the Village Manager to apply for a Highway Beautification Council Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the Village of Palmetto Bay and the Florida Department of Transportation.

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

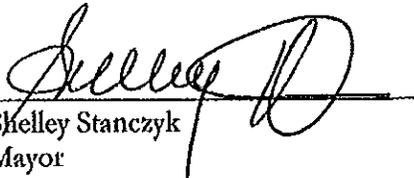
Section 1. The Mayor and Village Council of the Village of Palmetto Bay hereby authorize the Village Manager to apply for a Highway Beautification Council Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Highway Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the Village of Palmetto Bay and the Florida Department of Transportation.

Section 2. The Village Clerk of the Village of Palmetto Bay is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the Mayor and Village Council.

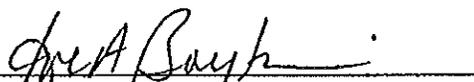
Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 17th day of September, 2013.

Attest: 
Meighan Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve Poutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>



VILLAGE OF PALMETTO BAY

Florida Highway
Beautification Council
Grant Application
FY 2013-2014



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FLORIDA HIGHWAY BEAUTIFICATION COUNCIL
GRANT APPLICATION

General Instructions: Statutory requirements for the Florida Highway Beautification Council Grant Program are found in Section 339.2405, Florida Statutes. Within Rule Chapter 14-40, Florida Administrative Code, are sections dealing with the grant application process, grant award process, and funding, construction, and maintenance of beautification projects. These documents can be reviewed on Florida's Highway Beautification Programs website, <http://www.dot.state.fl.us/emo>.

Please complete all items in this application. All attached pages must be typed on 8 1/2 by 11 inch pages. Attached sketches, photographs, conceptual plans, and maps must be on sheets no larger than 24 x 36 inches. Any document larger than 8 1/2 x 11 inches must be folded. Rolled documents will not be forwarded to the Florida Highway Beautification Council.

To be eligible for a grant, ten copies of the completed application form and supporting documents must be received by the Grant Coordinator by the end of business on October 1. Late or incomplete applications will not be accepted. Please maintain a file with at least one copy, with original signatures, of all documents. Questions should be directed to the Grant Coordinator. A Directory of Grant Coordinators is posted on the program website.

APPLICANT INFORMATION:

Applicant Name: Village of Palmetto Bay

Contact Name: Corrice E. Patterson

Position or Title: Public Works Director

Address: 9495 SW 180th Street, Palmetto Bay, Florida

Phone #: (305) 969-5011 E-Mail Address: cpatterson@palmettobay-fl.gov

Federal Employer Identification (F.E.I.) Number of Applicant: 05-0541068

Participating Organization(s): Municipal Government

This application is for a grant in which fiscal year? (i.e., 2004-05) 2013-2014

PROJECT INFORMATION: Should be provided with the following supporting documents:

1. location map
2. photographs of existing conditions
3. one page written project narrative
4. written or graphic conceptual plan (in accordance with Rule Chapter 14-40 Part I)
5. one paragraph description of each evaluation attribute
6. photographs or sketches of examples of proposed improvements
7. list of proposed plant species (scientific and botanical names) and anticipated quantities
8. anticipated maintenance schedule
9. proposed means of providing supplemental water
10. project schedule
11. required resolutions

The following information is for use by the Council to score and rank the grant applications.

County: MIAMI-DADE City: Village of Palmetto Bay
 U.S. / S.R. #: U.S.-1/ S.R. #5 Local Name: South Dixie Highway
 Length of Project: 17,724 LF Feet
 From: SB center lane of U.S. 1, south of the intersection of SW 136th ST and US-1(Phase 1)
 (Must indicate mileposts and visible landmarks, i.e. intersections)
 To: SB center lane of U.S. ,1 north of the intersection of SW 184th ST and US-1 (Phase 1)
 (Must indicate mileposts and visible landmarks, i.e. intersections)

Summary of Eligible Grant Project Costs (to be paid for by the Grant):

Sprinkler/irrigation system (purchase/install)	\$	<u>0.00</u>
Plant materials, fertilizer, soil amendments	\$	<u>45,000.00</u>
Labor for installation of the plantings	\$	<u> </u>
ESTIMATED TOTAL ELIGIBLE GRANT COSTS:	\$	<u>45,000.00</u>

Summary of Applicant Matching Project Costs (Local Government Share, not including continuing maintenance):

Design fee (max 10% Total Project Cost)	\$	<u>18,000.00</u>
Plant materials	\$	<u>27,000.00</u>
Water (trucked or irrigation system)	\$	<u>0.00</u>
Labor for installation (include estimate of volunteer labor costs)	\$	<u>0.00</u>
Establishment period costs (labor etc.)	\$	<u>0.00</u>
Other (identify) _____	\$	<u> </u>

ESTIMATED TOTAL APPLICANT MATCHING COSTS:	\$	<u>45,000.00</u>

ESTIMATED TOTAL PROJECT COST:	\$	<u>90,000.00</u>
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ANNUAL MAINTENANCE: The following information is requested primarily for use by the applicant. The Florida Highway Beautification Council will review the data and compare it to the project conceptual plans in order to recommend funding for low maintenance projects.

SUMMARY OF APPLICANT'S ANTICIPATED/ANNUAL MAINTENANCE COSTS:

Water	\$	<u>500.00</u>
Sprinkler/irrigation System	\$	<u>0.00</u>
Landscaped Areas	\$	<u>6,240.00</u>
Safety	\$	<u>1,000.00</u>
ESTIMATED TOTAL ANNUAL MAINTENANCE COST:	\$	<u>7,740.00</u>

APPLICANT ASSURANCES: The person preparing this Application should initial each of the following to indicate that the Application is complete.

_____ If Applicant is a local Highway Beautification Council, evidence of local government approval of this application is attached. (Resolution #1)

CEP The local governing body agrees to execute necessary agreements that will include the details of the responsibilities of both the Department and the local government appropriate to this project if a grant is awarded. (Resolution #2)

CEP The Application is being transmitted to the **District Highway Beautification Council Grant Coordinator** having jurisdiction over the state highway on which the beautification project is proposed.

CEP All supporting documents are attached.

CEP The project will meet all the Department of Transportation requirements for safety pursuant to Rule 14-40.003, as related to the placement of plant materials within the right-of-way, line of sight obstructions, and sight distance.

CEP The local governing body understands the attributes to be used by the Highway Beautification Council to prioritize all projects (listed in the last section of this form), and has addressed each attribute to the maximum extent possible.

The undersigned, hereby certifies that all requirements of the grant program are understood, and that all information provided with this grant application is true and correct, and represents the desires of the local government entity where the project will be installed.

CEP Signature: [Handwritten Signature]

Date: 9-30-13

Title: Village Manager

END OF APPLICANT SECTION

This section to be completed by FDOT District Highway Beautification Council Grant Coordinator

Has this applicant been the recipient of previous grants from the Florida Highway Beautification Council?
 Yes _____ No _____

If Yes, have previous grant projects been maintained according to terms of agreements?
 Yes _____ No _____

If Yes, the applicant is eligible to submit the grant application.

Comments:

The Grant Coordinator verifies that the application was received from an eligible applicant on or before the October 1 application deadline, and that the application meets all of the requirements of Rule 14-40.020, Florida Administrative Code.

_____ Signature of Grant Coordinator _____ Date

By November 1, the Grant Coordinator shall send to the State Transportation Landscape Architect, via interoffice mail, eight copies of each application.

This section to be completed by each member of Florida Highway Beautification Council
 Each of the attributes listed below can earn up to Ten points.
 The application can earn up to 100 total points.

Score	Attribute
_____	1. Aesthetic value and imaginative concept
_____	2. Level of local support and community involvement
_____	3. Cost effectiveness
_____	4. Feasibility of installation and maintenance
_____	5. Contribution to improvement of environmental conditions, including litter prevention, erosion control, visual screening, and noise abatement
_____	6. Use of Florida native wildflowers, and diversity of other desirable native, hybrid native, or noninvasive plant species
_____	7. Emphasis on low maintenance and water conservation
_____	8. Use of recycled materials such as mulch, reuse water, or solid yard waste compost
_____	9. Contribution to an area wide or regional beautification plan
_____	10. Value to the community
_____	Total Score

TYPICAL SCHEDULE OF MAINTENANCE

FUNCTION	J	F	M	A	M	J	J	A	S	O	N	D	TOTAL
MOWING	2	2	2	2	2	2	2	2	2	2	2	2	24
HARD EDGING	2	2	2	2	2	2	2	2	2	2	2	2	24
BED EDGING	2	2	2	2	2	2	2	2	2	2	2	2	24
AIR BLOWING	2	2	2	2	2	2	2	2	2	2	2	2	24
MONOFILAMENT TRIM	2	2	2	2	2	2	2	2	2	2	2	2	24
SHRUB TRIM	1	1	1	1	1	1	1	1	1	1	1	1	12
BED MAINTENANCE	2	2	2	2	2	2	2	2	2	2	2	2	24
SELECTIVE PRUNING	0	0	0	0	0	0	0	0	0	0	0	1	1
*SHADE TREES	0	0	0	0	0	0	0	0	0	0	0	0	0
**PALM PRUNING	0	0	0	0	0	0	0	0	0	0	0	0	0
**FERTILIZE	0	0	0	0	0	0	0	0	0	0	0	0	0
**SPRAY	0	0	0	0	0	0	0	0	0	0	0	0	0
**ANNUALS	0	0	0	0	0	0	0	0	0	0	0	0	0
**IRRIGATION CHECK	0	0	0	0	0	0	0	0	0	0	0	0	0
**MULCH	0	0	0	0	0	0	0	0	0	0	0	0	0

*Shade trees will be trimmed to allow for a seven foot head clearance.

** These are our recommendations for these services and are not included in the contract price.

Plant Palette Shrubs & Groundcovers

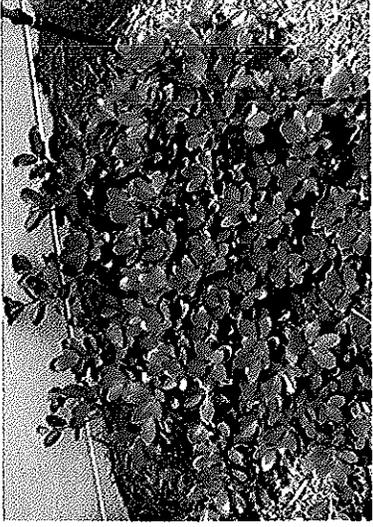


Native

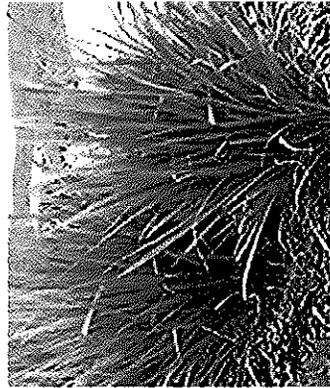
Coontie
Zamia pumila



Crinum Lily
Crinum species

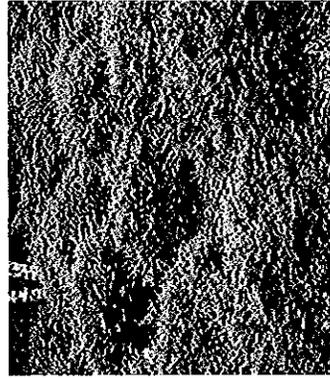


Green Island Ficus
Ficus 'Green Island'



Native

Dwarf Fakahatchee Grass
Tripsacum floridana



Ilex vomitoria 'Nana'
Dwarf Yaupon Holly



Wax Jasmine
Jasminum volubile



Native

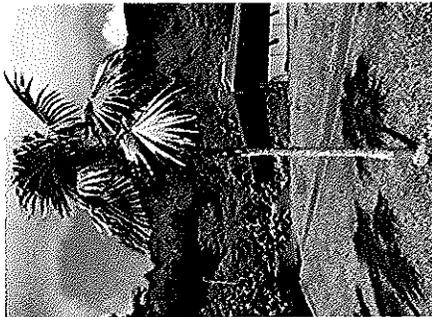
Horizontal Cocoplum
Chrysobalanus icaco 'Horizontal'

Plant Palette

Palms & Shade Trees



Kinley-Horn and Associates, Inc.



Native

Florida Thatch Palm
Thrinax radiata



Date Palm
Phoenix sylvestris

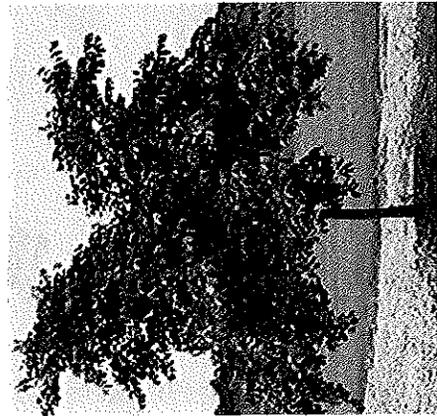


Satakentia Palm
Satakentia inukiuensis



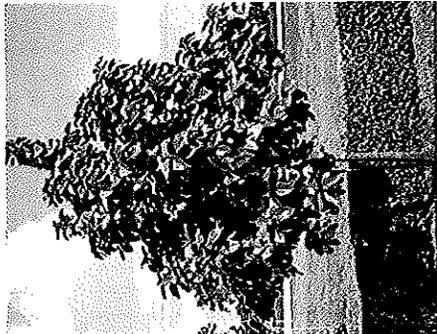
Native

Royal Palm
Roystonea regia



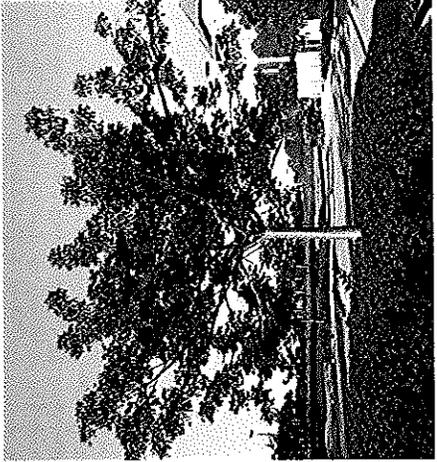
Native

Satinleaf
Chrysophyllum oliviforme



Native

Geiger
Cordia sebestena



Native

Gumbo Limbo
Bursera simaruba

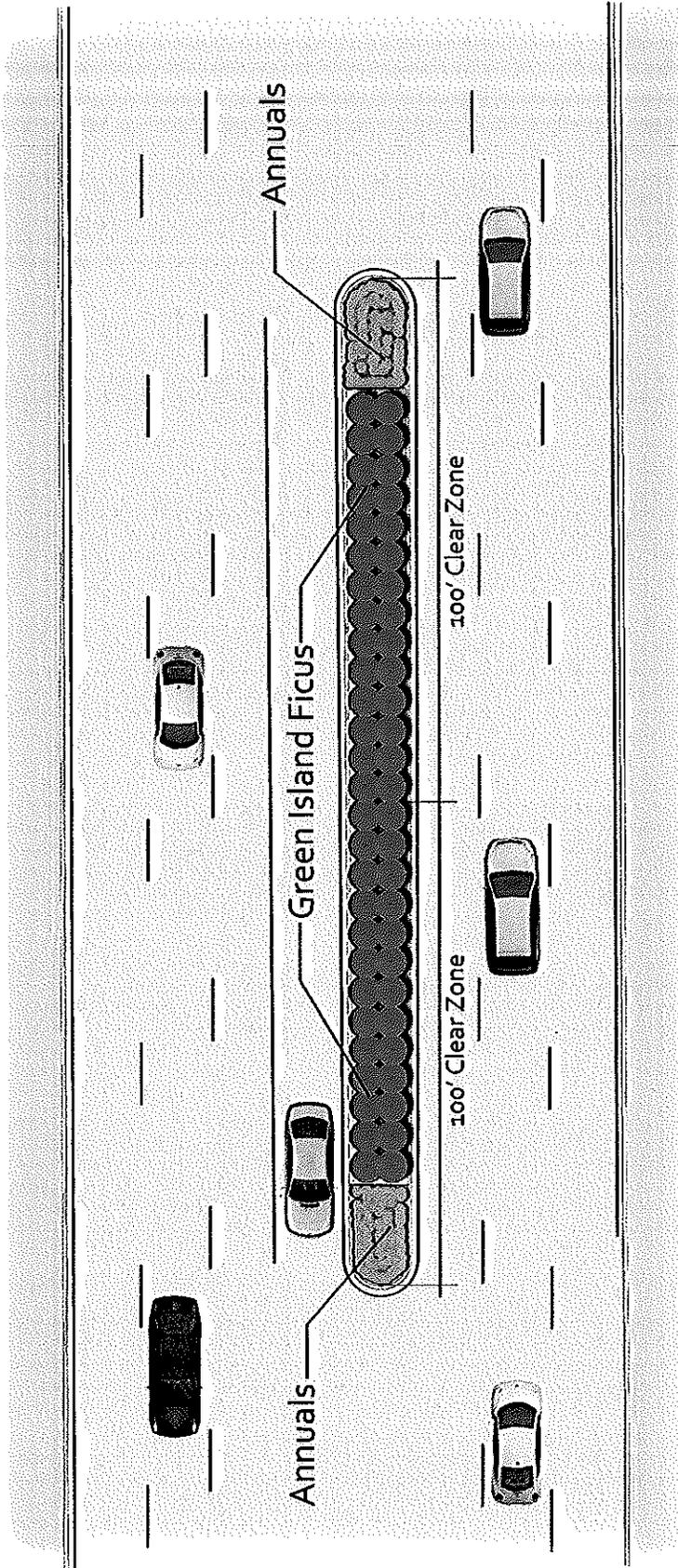


Silk Floss Tree
Ceiba speciosa

Landscape Concept - B



Kimley-Horn and Associates, Inc.



Corrice Patterson

From: george.puig@kimley-horn.com
Sent: Monday, September 30, 2013 12:52 PM
To: Corrice Patterson
Cc: Kim.Misek@kimley-horn.com
Subject: FDOT Grant Exhibits- plant quantities

Corrice:

As part of the grant application, they may request estimated plant quantities.

We did a quick take off of the estimated plant quantities for the medians within the project limits.

The plant quantities are:

Large Palms/Canopy Trees – 500
Large Shrubs (36" O.C.) – 14,000
Small Shrubs (24" O.C.) – 28,600

Regards, George.

GEORGE E. PUIG, RLA
KIMLEY-HORN | *placemaking*

V 305.535.7756 | M 305.608.5238
1221 Brickell Avenue Suite 400 Miami FL 33131
<http://www.kimley-horn.com/placemaking>



To: Honorable Mayor and Village Council

Date: April 28, 2014

From: Ron E. Williams, Village Manager

Re: Extension of Auditing
Services for 2014 Audit

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO FINANCIAL AUDITING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE CONTRACT WITH CHERRY BEKAERT, LLP FOR FINANCIAL AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED \$43,000.00 FOR THE FISCAL YEAR 2013-14 AUDIT; PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Section 218.39 of the Florida Statutes and Section 4.10 of the Village Charter require an independent audit of the Village's finances every year. Cherry Bekaert, LLP has performed a thorough, professional, objective and extensive audit of the Village's finances for the past three (3) years. As part of the audit Cherry Bekaert, LLP also reviews internal controls and management practices. In addition, Cherry Bekaert, LLP makes available training for accounting staff to keep current with changes or new accounting requirements.

A contract extension is being recommended in accordance with the agreement entered into on December 12, 2011 which expired after the Fiscal Year 2012-2013 audit. The contract however provides for the option of two (2) one year extensions. The requested contract extension will be for the completion of the Fiscal Year 2013-2014 audit, with payments not to exceed \$43,000.

FISCAL/BUDGETARY IMPACT:

Funding for this has been appropriated.

RECOMMENDATION:

Approval.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO FINANCIAL AUDITING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXTEND THE CONTRACT WITH CHERRY BEKAERT LLP FOR FINANCIAL AUDITING SERVICES IN AN AMOUNT NOT TO EXCEED \$43,000.00 FOR THE FISCAL YEAR 2013-14 AUDIT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council adopted Resolution No. 2011-80 awarding a contract to Cherry Bekaert, LLP to provide financial auditing services.

WHEREAS, this accounting firm has conducted thorough and extensive audits each of the last three years of the Village's finances, and issued a clean audit every year.

WHEREAS, Village Administration recommends that it is in the best interest of the Village to extend the contract for the audit of Fiscal Year 2013-2014.

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

Section 1. Extension of Cherry Bekaert, LLP contract for the audit of Fiscal Year 2013-2014 is hereby approved.

Section 2. The approved amount, as budgeted, shall not exceed \$43,000 for the Fiscal Year 2013-2014 audit.

Section 3. This Resolution shall be effective upon passage.

PASSED and ADOPTED this 5th day of May, 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:

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____

RESOLUTION NO. 2011-80

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 AUDIT SERVICES ENGAGEMENT AGREEMENT WITH CHERRY, BEKAERT & HOLLAND, LLP; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay adopted Resolution 2011-63 wherein the Village Manager was authorized to enter into negotiations with the Council-selected responsive bidder, Cherry, Bekaert & Holland, LLP, to provide auditing services for the fiscal years ending September 30, 2011, through 2013, with option for two-one year extensions (possibly through fiscal year ending 2015); and .

WHEREAS, the Village Manager conducted said negotiations and the results of which are immortalized in the attached Audit Services Engagement Agreement; and

WHEREAS, the Village Attorney's office has reviewed the terms of the agreement and has determined that they are legally sufficient.

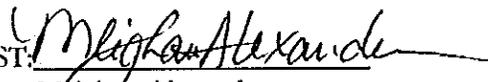
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

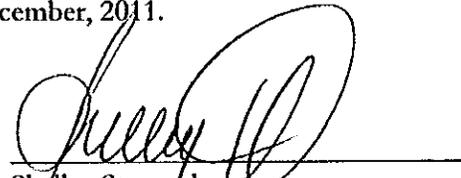
Section 1. The Village Manager is authorized to execute the attached Audit Services Engagement Agreement with Cherry, Bekaert & Holland, LLP.

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

PASSED and ADOPTED this 5th day of December, 2011.

ATTEST:


Meighan Alexander
Village Clerk


Shelley Stanczyk
Mayor

READ AND APPROVED AS TO FORM:


Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore YES

Council Member Howard J. Tendrich YES

Council Member Joan S. Lindsay YES

Vice-Mayor Brian W. Pariser YES

Mayor Shelley Stanczyk YES

AGREEMENT BETWEEN
THE VILLAGE OF PALMETTO BAY
AND CHERRY, BEKAERT & HOLLAND LLP
FOR AUDITING SERVICES

THIS AGREEMENT is made and entered into this 14th day of December, 2011, by and between the Village of Palmetto Bay, a Florida municipal corporation (the "Village"), and Cherry, Bekaert & Holland LLP. ("Auditor").

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

1. **PURPOSE/AUTHORIZATION**

- 1.1 The purpose of this Agreement is to provide for the Village's retention of Auditor to perform all Auditing Services for the Village as described in Section 2 below.

2. **SCOPE OF SERVICES**

Auditor shall provide the following Auditing Services to the Village:

2.1 **Scope of Work to be Performed**

A. **Financial Audit(s):**

The Auditor shall provide independent auditing services to the Village to audit the financial statement for three (3) years beginning with the financial statements for the fiscal year ending September 30, 2011 and ending after the completion and submission of the audit report for the fiscal year ending September 30, 2013. Optional renewals will be on a year to year basis, and end after the completion and submission of the audit report for the fiscal year being audited.

The Village of Palmetto Bay desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with accounting principles generally accepted in the United States of America. The combining fund statements and schedules and the schedule of expenditures of federal and state financial assistance should be subjected to the firm's auditing procedures as part of the audit of the basic financial statements and render an opinion that they are stated fairly, in all material respects "in relation" to the basic financial statements taken as a whole.

The primary purpose of the audit is to express an opinion on the financial statements of the Village. The examination and procedures related hereto contemplate the review of a Comprehensive Annual Financial Report (CAFR) when it is prepared by the Village. The Village will have primary responsibility for

producing the CAFR (however the Auditor maybe called upon for assistance). The auditor shall assist in finalizing the Village's CAFR and annual financial report. The audit procedures used should be sufficient to enable the Auditor to express an opinion on the fairness with which the financial statements present the respective financial position of the governmental, each major fund and the aggregate remaining fund information of the Village and the respective changes in financial position and cash flows, where applicable in conformity with generally accepted accounting principles. The Village shall also provide additional financial and non-financial information not subject to examination by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the Village's CAFR to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The Village's CAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories. In addition, such procedures should be adequate to determine whether the operations of the Village were properly conducted in accordance with legal and regulatory requirements, including Florida Statutes and the Village of Palmetto Bay Ordinance.

B. Federal and Florida Single Audit(s):

The Village will provide information necessary for the preparation of federal and state financial assistance as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organization*: Chapter 10.550, Rules of the Auditor General. The Auditor will issue a report on the compliance and internal control over compliance applicable to each major federal award program and state financial assistance. The need for these audits will be determined annually based on the Village's level of expenditures of federal and state assistance, and as such a separate fee will be applicable to each of these audits.

C. Additional Special Audit(s):

- CITT (Citizens Independent Transportation Trust) - audit of transit system surtax revenues received and expended in accordance with an Interlocal Agreement with Miami-Dade County (if needed)
- SNP (Safe Neighborhood Parks) – annual summary report (if needed).

The need for these additional Special Audits will be determined annually, and as such a separate fee will be applicable to each of these Special Audits.

2.2 Review of Internal Controls:

An evaluation is to be made of the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate

information, to ensure compliance with applicable laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Auditor may perform tests of controls and properly document its assessment.

Reportable conditions shall be communicated in writing in accordance with applicable Statements of Auditing Standards issued by the American Institute of Certified Public Accountants and generally accepted auditing standards.

2.3 Data Processing Review:

In connection with the Auditor's evaluation of the system of internal controls, the Auditor will consider the internal controls used in the Village's information technology environment to consider (a) the implementation of applications, (b) the integrity of software and data files, and (c) the completeness and accuracy of the accounting records.

The Auditor shall communicate periodically to Management if reportable conditions in data process review are identified during the engagement. As part of the Management Letter, the Auditor shall report the following information it deems appropriate:

- Specific comments in the above areas for the Village's major computer systems
- Overall conditions of internal control in computer environment
- Significant weakness in internal control in data processing

2.4 Additional Services

Auditor shall provide eight (8) hours of CPE to the Village Finance staff at no additional cost to the Village. Additional services may be requested by the Village as determined by the Village Manager or his designee.

2.5 Auditing Standards to be Followed

The audit(s) should be performed in accordance with the following as they exist or as each may be subsequently amended:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- Government Auditing Standards issued by the Comptroller General of the United States;
- Provisions of the Federal Single Audit Act (as amended);
- Provisions of the Florida Single Audit Act (as amended);

- U.S. Office of Management and Budget (OMB) Circular A-133 and other applicable OMB circulars;
- Florida Statutes as applicable;
- State of the Florida Department of Banking and Finance Regulations;
- Rules of Auditor General, State of Florida, Chapter 10.550
- Audits of State and Local Governmental Units (AICPA Audit Guided revised) or other authoritative standards;
- Any other applicable Federal, State and local laws or regulations.

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed by the selected Auditor performing auditing engagements for the Village of Palmetto Bay in future fiscal years.

2.6 Financial Statements:

Assistance will be required from the Auditor in compiling and editing the entity wide and other schedules for the financial statements. The Auditor may be asked to print and bind up to 30 copies of the annual financial statements, as well as to provide an electronic copy, preferably in Microsoft Word or an electronically created (not scanned) PDF.

3. COMPENSATION

3.1 For all Auditing Services provided by Auditor as described in Sections 2.1 through 2.6 of this Agreement, Auditor shall be compensated as follows:

	Year Ending September 30,				
	2011	2012	2013	2014	2015
Examination of the annual financial statements	\$ 29,800	\$ 29,800	\$ 30,800	\$ 31,800	\$ 32,800
Single audit	\$ 4,700	\$ 4,700	\$ 4,800	\$ 4,900	\$ 5,000
Federal single audit	\$ 4,700	\$ 4,700	\$ 4,800	\$ 4,900	\$ 5,000
SNP - annual summary report	\$ 500	\$ 500	\$ 550	\$ 600	\$ 700
CITT for the 1.2 cent transportation surtax	\$ 1,200	\$ 1,200	\$ 1,300	\$ 1,400	\$ 1,500

Fees are based on hourly billing rates, which are as follows:

Partner	\$250 - \$300
Senior Manager	\$200 - \$250
Manger	\$175 - \$200
Senior	\$150 - \$175
Staff Auditor	\$125 - \$150

- 3.2** In consideration of the size of the fees to be generated and the probable length of the audit engagement for each fiscal year, progress billing will be permitted on a percentage of completion basis. To determine progress, the Firm will prepare, as part of the Audit Plan an estimate of total hours required to complete the engagement. Progress will be determined by comparing the hours incurred to date to the estimated total hours for the engagement. A listing of hours incurred and a description of the work corresponding to such hours shall accompany the invoice in support of this calculation. Progress billings may be rendered no more frequently than monthly during the course of the engagement. The final payment will be paid upon resolution of any open issues or delivery of any remaining items. The Village shall pay the Auditor for all approved invoices, no later than 30 calendar days from the date of approval by the Village Manager of the invoice.
- 3.3** For all Additional Services as described in Sections 2.4 of this Agreement, the Village shall pay Auditor a fee mutually agreed to by the Village Manager and the Auditor.

4. RECORDS/RIGHT TO INSPECT AND AUDIT

- 4.1** All original records, books, documents, papers and financial information (the "Records") provided by the Village to the Auditor shall be property of the Village. The Auditor's working papers that result from the Auditor providing services to the Village under this Agreement shall be the property of the Auditor.
- 4.2** Upon termination or expiration of this Agreement, or at any time during the term of this Agreement, and upon the written request of the Village Manager, any and all such original Records shall be delivered to the Village by Auditor within 15 calendar days of the date of such request. Any compensation due to Auditor shall be withheld until such Records are received by the Village.
- 4.3** The Auditor shall maintain all working papers for the time periods specified in the State of Florida Record Retention laws, and such other books, documents, papers and financial information pertaining to work performed under this Agreement during the term of this Agreement and for a period of seven (7) years following the date of the annual Auditor's reports.
- 4.4** The Village Manager or his designee shall, during the term of this Agreement and for a period of seven (7) years from the date of the annual Auditor's reports, have access to and the right to examine and audit any Records of Auditor involving transactions related to this Agreement.

- 4.5 The Village may cancel this Agreement for refusal by Auditor to allow access by the Village Manager to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

5. INDEMNIFICATION

- 5.1 Auditor shall be liable and responsible for any and all damages to persons or property (hereinafter referred to as "loss"), and shall indemnify and hold harmless the Village, its elected and appointed officials, and its employees, agents and representatives for the loss and any liabilities, claims, demands, actions, judgments, costs and reasonable expenses (including reasonable attorney fees) directly relating to the loss, if the loss was solely caused as a result of Auditor's failure to satisfy its obligations under generally accepted auditing standards through negligence or error or omission of Auditor or its employees, if any; and Auditor shall pay all claims and losses of any nature whatever arising therefrom, and shall defend Village, when applicable, all suits arising therefrom and shall pay all costs and judgments which may issue thereon, except to the extent caused by the negligence, error or omission of the Village's officers or employees or by any third party.
- 5.2 Auditor shall defend, indemnify, and hold harmless the Village, its officers, attorneys, agents and employees, from all losses, injuries, damages, wages or overtime compensation due Auditor's agents or employees in rendering services pursuant to this Agreement, including payment of Village's reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or claims under federal or state law.
- 5.3 THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

6. INSURANCE

- 6.1 Auditor shall maintain at its sole cost and expense all times, in addition to any other insurance the Village may reasonably require, professional liability insurance, employee dishonesty insurance, employer's liability insurance, comprehensive general liability insurance and automotive liability insurance with minimum policy limits for each coverage in the amount of Ten Million Dollars (\$10,000,000.00) per occurrence, single limit for property damage and bodily injury, including death. Each policy (other than Professional Liability insurance) shall also state that it is not subject to cancellation, modification, or reduction in coverage without thirty

(30) days written notice to the Village prior to the effective date of cancellation, modification, or reduction in coverage. Auditor shall obtain all insurance coverage as specified herein.

- A.** The liability insurance shall protect the Auditor and Village from claims set forth below that may arise out of or result from the Auditor's operations under the Agreement and for which the Auditor may be legally liable, whether such operations be by the Auditor or by anybody performing work for the Auditor under the Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Services to be performed;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Auditor's employees;
 3. claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Auditor;
 4. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 5. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
 6. claims involving contractual liability insurance applicable to the Auditor's obligation.
- B.** The insurance required for the Professional Auditing Services shall be written for not less than limits of liability specified herein or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment. Auditor will carry professional liability insurance coverage in the amount of \$10,000,000.00, with deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which Auditor shall become legally obligated to pay as damages for claims arising out of the services performed by Auditor any person employed by Auditor in connection with

this engagement agreement. The insurance shall be maintained for three years after completion of services under this engagement agreement.

- C. Certificates of Insurance acceptable to the Village shall be filed with the Village prior to commencement of the Services. Village shall be named as an additional insured on all required insurance coverage (other than Professional Liability insurance). These Certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Village, except that the cancellation notice period for non-payment of premiums for Worker's Compensation policies shall be ten (10) days. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. The Auditor shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the Auditor's information and belief. During the term of this agreement, the insurance shall be placed with best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

D. Coverage Required:		Minimum Limits:
1.	Worker's Compensation	Statutory Limits – State of Florida
2.	Employers' Liability	\$500,000 accident/disease \$500,000 policy limit, disease
3.	General Liability, Contractual Liability, Special Form Property Damage Personal Injury Liability, Explosion, Collapse, Underground • Premises/Operations • Independent contractor • Products • Completed Operations	\$2,000,000 general aggregate, \$1,000,000 each occurrence
4.	Automobile liability	\$1,000,000 BI & PD, each accident
5.	Owned, hired, non-owned	\$1,000,000 BI & PD, each Accident
6.	Professional Liability	\$10,000,000

7. TERM AND RENEWAL

- 7.1** This Agreement shall become effective upon execution by both parties and shall continue through the completion and Auditor's issuance of its audit report on the Village's September 30, 2013 Financial Statements, unless earlier terminated as provided in Section 8 (the "Term").
- 7.2** The Village shall have the option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Option"). Such extension shall be effective upon written notice from the Village Manager to the Auditor no later than 30 days prior to the date of termination of the Term or any renewal term.

8. TERMINATION

- 8.1** The Village may elect to terminate all or a portion of the Services provided by Auditor in this Agreement by giving Auditor written notice at least 90 calendar days prior to the effective date of termination. Upon receipt of written notice of termination, Auditor shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the Village Manager. Upon written notice of termination, the Village Manager may elect not to use the services of Auditor.
- 8.2** Auditor may terminate the Agreement at any time by giving the Village written notice at least 180 calendar days prior to the effective date of termination.
- 8.3** In the event of termination or expiration of this Agreement, Auditor and the Village shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Auditor to the Village, or to any other person or entity the Village may designate, and to maintain during such period of transition the same services provided to the Village pursuant to the terms of this Agreement.
- 8.4** Auditor will take all reasonable and necessary actions to transfer all original records of the Village in its possession in an orderly fashion to either the Village or its designee in a hard copy and computer format.
- 8.5** Subsequent to the termination of this Agreement, the Village may contract with Auditor at a mutually agreed upon amount to perform specified services on an as needed basis.
- 8.6** In the event that this Agreement is terminated for convenience, the Auditor shall be paid for any Auditing Services performed up to the date of termination. Upon receipt of a notice of termination, the Auditor shall perform only those services specified by the Village Manager and shall not

incur additional expenses without the Village Manager's prior written approval.

- 8.7 Upon termination or expiration, any compensation payable by Village to Auditor shall be withheld until all Records and documents are provided to Village pursuant to Section 4.2 of this Agreement.
- 8.8 Upon termination or expiration, the Village shall not be liable to Auditor for any additional compensation, consequential or incidental damages, lost profits, or any other compensation, beyond the compensation structure specifically provided for in this Agreement.

9. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

- 9.1 The Village and the Auditor will enter into separate audit engagement letters for each year the Auditor provides services to the Village under this Agreement. These audit engagement letters will be incorporated and attached to this Agreement once approved and executed by both the Village and the Auditor. Any modifications to an existing audit engagement letter will be incorporated and attached to this Agreement once approved and executed by both the Village and the Auditor.
- 9.2 This writing and the audit engagement letters contain the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 9.3 No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

10. SEVERABILITY

- 10.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

11. GOVERNING LAW

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

12. WAIVER

12.1 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.

13. NOTICES/AUTHORIZED REPRESENTATIVES

13.1 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 or certified mail with postage prepaid return receipt requested, or by private postal service, addressed to the parties at the following addresses:

For the Village:

Village of Palmetto Bay
Attention: Ron E. Williams, Village Manager
9705 E Hibiscus Street
Palmetto Bay, Florida 33157
Telephone: (305) 259-1234
Facsimile: (305) 259-1290

With a copy to:

Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A.
Office of Village Attorney
18001 Old Cutler Road, Suite 533
Palmetto Bay, Florida 33157
Phone: (305) 235-9344
Facsimile: (305) 235-9372

For Auditor:

Cherry, Bekaert & Holland LLP
Attention: Marc Berenfeld, CPA Partner
2525 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33134
Phone: (786) 693-6300
Facsimile: (786) 693-6391

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 hereof.

14. INDEPENDENT AUDITOR

14.1 Auditor is and shall remain an independent contractor and is not an employee or agent of the Village. Services provided by Auditor shall be by employees of Auditor working under the supervision and direction of Auditor 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. Auditor agrees that it is a separate and independent enterprise from the Village.

14.2 Auditor 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 Auditor. This Agreement shall not be construed as creating any joint employment relationship between Auditor and the Village, and the Village will not be liable for any obligation incurred by Auditor, including but not limited to unpaid minimum wages and/or overtime payments.

15. STAFFING/REMOVAL

15.1 If at any time during the term of this Agreement the Village Manager becomes dissatisfied with the work performance of any of Auditor's staff assigned to provide services under this Agreement, the Village Manager may request that the particular employee be removed from servicing this account. Representatives of Auditor and the Village Manager shall meet to discuss appropriate remedial action to alleviate the work performance deficiencies experienced by the Village to the mutual satisfaction of both the Village Manager and the Auditor.

15.2 Auditor agrees to act in good faith and to use its best efforts to resolve any problems experienced by the Village.

15.3 Auditor shall be responsible for performing background checks on all employees and agents assigned to work in the Village. Background checks for each individual must be performed prior to providing any services to the Village. Written verification of any background checks must be provided to the Village if requested by the Village Manager.

16. WAIVER OF JURY TRIAL

16.1 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

17. ASSIGNMENT/SUBCONTRACTS

17.1 This Agreement shall not be assignable by Auditor without the prior approval of the Village Council, at the Village's sole discretion.

17.2 Auditor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Village Manager, which shall be on his sole and absolute discretion.

18. PROHIBITION AGAINST CONTINGENT FEES/CONFLICTS

18.1 Auditor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Auditor, 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 Auditor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

18.2 Neither Auditor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Auditor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

18.3 Auditor agrees that none of its officers or employees shall, during the Term or any renewal term of this Agreement, serve as an expert witness against Village in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process.

19. WARRANTIES OF AUDITOR

- 19.1** Auditor warrants and represents that at all times during the Term or any renewal term of this Agreement that it shall maintain in good standing with the State of Florida, that all required licenses and certificates of Auditor and its employees and agents required to perform services hereunder under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement shall remain current and active.
- 19.2** Auditor warrants and represents that its employees have received sexual harassment training and that Auditor maintains appropriate sexual harassment and anti-discrimination policies.
- 19.3** Auditor warrants and represents that its employees will abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes and the applicable provisions of the Conflict of Interest and Code of Ethics ordinances sets forth in the Village Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.
- 19.4** Auditor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Auditor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 19.5** Auditor represents that all persons delivering the Auditing Services as required by this Agreement have the requisite knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and agrees to provide and perform such Auditing Services to Village's satisfaction for the agreed compensation.
- 19.6** Auditor shall maintain a Drug-Free workplace as that term is defined in the Florida Statutes.
- 19.7** Auditor shall comply with all applicable federal, state, county and Village laws, rules and regulations in the performance of Auditing Services.
- 19.8** The Auditor's professional personnel who perform services on behalf of the Auditor under the terms of this agreement have received adequate continuing professional education in accordance with the requirements of the Florida State Board of Accountancy and Government Auditing Standards.

20. ATTORNEYS' FEES

20.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. The Village and the Auditor shall not be liable for the prejudgment interest.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

AUDITOR

Print Name: _____

By: _____

Print Name: _____

Date: _____

ATTEST:

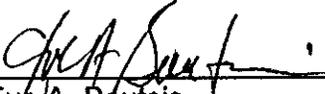
VILLAGE OF PALMETTO BAY

Village Clerk

By: _____

Date: _____

Approved as to form and legality
for use of and reliance by the Village
of Palmetto Bay only:



Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A.
Office of Village Attorney

[END OF DOCUMENT]

RESOLUTION NO. 2011-63

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF A FIRM TO PROVIDE PROFESSIONAL AUDITING SERVICES AND OTHER RELATED DUTIES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH TOP RANKED FIRM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.10 of the Village Charter mandates that the Council shall provide for an annual independent audit of all Village accounts. Section 4.10 further provides that the audit shall be made by "a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the Village government, its employees or officers"; and,

WHEREAS, the Village advertised a Request for Proposals, received responses from the following firms, which responses were provided to Council.

Alberini, Caballero & Company, LLP
Cherry, Bekaert & Holland, LLP
GLSC & Company, PLLC
Harvey, Covington & Thomas, Inc.
Keefe, McCullough & Co., LLP
Marcum, LLP

Following review by the Council and based upon qualifications, the top three preliminary responsive bidders are as follows:

1. Cherry, Bekaert & Holland, LLP;
2. Marcum, LLP;
3. GLSC & Company, PLLC.

WHEREAS, the Mayor and Village Council desire to select a firm from among the top three proposers.

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

Section 1. The following firm is selected to provide the Village with Financial Audit Services and other related duties:

Cherry, Bekaert & Holland, LLP

Section 2. The Village Manager is authorized to negotiate a Contract for Professional Services with the selected firm and return said contract for approval.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 24th day of October, 2011.

Attest:


Meighan Alexander
Village Clerk


Shelley Stanczyk
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A.,
As Office of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Howard J. Tendrich	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor Brian W. Pariser	<u>YES</u>
Mayor Shelley Stanczyk.	<u>YES</u>