

RESOLUTION NO. \_\_\_\_\_

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 FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF \$18,062.14; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay approved Resolution No. 02-05, authorizing payment of Village Attorney non-retainer attorneys' fees and costs; and,

WHEREAS, FIGUEREDO & BOUTSIS, P.A., submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending October 23, 2013, in the amount of \$18,062.14; 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. The statements for attorneys' fees and costs received from FIGUEREDO & BOUTSIS, P.A., in the total amount of \$18,062.14, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this \_\_\_\_\_ day of November, 2013.

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

1 FINAL VOTE AT ADOPTION:  
2  
3 Council Member Patrick Fiore \_\_\_\_\_  
4  
5 Council Member Tim Schaffer \_\_\_\_\_  
6  
7 Council Member Joan Lindsay \_\_\_\_\_  
8  
9 Vice-Mayor John DuBois \_\_\_\_\_  
10  
11 Mayor Shelley Stanczyk \_\_\_\_\_  
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# FIGUEREDO & BOUTSIS, P.A.

Attorneys & Counselors

18001 Old Cutler Road - Fifth Floor

Telephone: (305) 235-9344

Miami, Florida 33157-6417

Facsimile: (305) 235-9372

October 23, 2013

Ron Williams, Village Manager  
Village of Palmetto Bay  
8950 SW 152nd Street  
Palmetto Bay, FL 33157

Re: STATEMENTS FOR PROFESSIONAL SERVICES  
The Village of Palmetto Bay

Dear Mr. Williams:

Enclosed are our invoices for professional services rendered and for costs advanced for the period ending October 23, 2013 in the amount of \$18,062.14. I have tabulated the amounts *currently due* on each individual file as follows:

| Please deduct from Village Attorney Account No. 5143110, General Legal.    |  |                  |    |                 |
|--|--|------------------|----|-----------------|
| 0293-001   | Non-Retainer Legal Services<br><i>Invoice No. 20597 dated 10/23/13</i> | Prof'l Services  | \$ | 6,234.50        |
|  |  | Disbursements    |    | 258.69          |
|  |  | <b>Total Due</b> |    | <b>6,493.19</b> |
|  | <b>Total</b>   |                  | \$ | <b>6,493.19</b> |
| Please deduct from Village Attorney Account No. 5143140, Code Enforcement. |  |                  |    |                 |
| 0293-002   | <i>Zoning Application</i><br><i>Invoice No. 20598 dated 10/23/13</i>   | Prof'l Services  | \$ | 5,698.00        |
|  |  | Disbursements    |    | 449.93          |
|  |  | <b>Total Due</b> |    | <b>6,147.43</b> |
|  | <b>Total</b>   |                  | \$ | <b>6,147.43</b> |
| 0293-004   | <i>Code Enforcement</i><br><i>Invoice No. 20599 dated 10/23/13</i>     | Prof'l Services  | \$ | 425.50          |
|  |  | Disbursements    |    | 8.51            |
|  |  | <b>Total Due</b> |    | <b>434.01</b>   |

|          |  |                  |    |                  |
|----------|--|------------------|----|------------------|
| 0293-027 | <i>Palmer Trinity vs. VPB</i><br><i>Invoice No. 20600 dated 10/23/13</i>         | Prof'l Services  | \$ | 1,517.15         |
|          |  | Disbursements    |    | 1,892.12         |
|          |  | <b>Total Due</b> |    | <b>3,409.27</b>  |
| 0293-060 | <i>Shores of Palmetto Bay vs. VPB</i><br><i>Invoice No. 20601 dated 10/23/13</i> | Prof'l Services  | \$ | 962.00           |
|          |  | Disbursements    |    | 616.24           |
|          |  | <b>Total Due</b> |    | <b>1,578.24</b>  |
|          | <b>Grand Total</b>   |                  | \$ | <b>18,062.14</b> |

Do not hesitate to call me if you have any questions regarding these statements.

Very truly yours,

Eve A. Boutsis  
Office of the Village Attorney

EAB/lcm  
Enclosures  
cc: Mayor and Village Council

RESOLUTION NO. \_\_\_\_\_

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 FIGUEREDO & BOUTSIS, P.A. IN THE AMOUNT OF \$18,062.14; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay approved resolution no. 02-05, authorizing payment of Village Attorney non-retainer attorneys' fees and costs; and,

WHEREAS, FIGUEREDO & BOUTSIS, P.A., submitted its statements to the village for legal services rendered, and costs advanced, for the period ending October 23, 2013, in the amount of \$18,062.14; 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. The statements for attorneys' fees and costs received from FIGUEREDO & BOUTSIS, P.A., in the total amount of \$18,062.14, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this \_\_\_\_\_ day of November, 2013.

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 \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

**FIGUEREDO & BOUTSIS, P.A.  
ATTORNEYS & COUNSELORS**

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

October 23, 2013  
Matter ID: 0293-001  
General Municipal-VPB  
Invoice Number 20597

|           |     |  | Hours | Amount |
|-----------|-----|--|-------|--------|
| 9/26/2013 | EAB | Drafted cover memorandum to CIE/CIP resolution.  | 0.20  | 37.00  |
| 9/26/2013 | EAB | Telephone conference with CP Tim Schaffer.   | 0.30  | 55.50  |
| 9/26/2013 | EAB | Telephone conference with Mr. Larry Lebowitz; telephone conference with Mrs. Meighan Alexander; and communications with VM John DuBois.                  | 0.40  | 74.00  |
| 9/26/2013 | EAB | Attention to appraisal agreement; and drafted same.  | 0.30  | 55.50  |
| 9/26/2013 | EAB | Telephone conference with VM DuBois.   | 0.20  | 37.00  |
| 9/30/2013 | EAB | Telephone conference with Mr. Lebowitz and CP Patrick Fiore, CP Joan Lindsay, and Mayor Shelley Stanczyk.  | 3.00  | 555.00 |
| 9/30/2013 | EAB | Attention to other business items.   | 0.30  | 55.50  |
| 10/1/2013 | EAB | COE: Follow up with Mr. Lebowitz; communications and telephone conference with Mrs. Meighan Alexander regarding same.                                    | 0.30  | 55.50  |
| 10/1/2013 | EAB | Telephone conference with Mr. Ron Williams on pending matters.   | 0.30  | 55.50  |
| 10/1/2013 | EAB | Attention to doggie mills ordinance; and communications with Hallendale city attorney.   | 0.40  | 74.00  |
| 10/2/2013 | EAB | Telephone conference with Mr. Ed Silva regarding round-about.  | 0.20  | 37.00  |
| 10/2/2013 | EAB | Attention to flood plain review ordinance, revisions.  | 0.20  | 37.00  |
| 10/2/2013 | EAB | Communications with Ms. Corrice Patterson and Mr. Darby Delsalle on EQCB.  | 0.10  | 18.50  |
| 10/2/2013 | EAB | Telephone conference with Mrs. Alexander as to updates on public records requests.   | 0.20  | 37.00  |
| 10/2/2013 | EAB | Telephone conference with Mr. Lebowitz; and follow up with Mr. Williams and Mr. Desmond Chin.  | 0.20  | 37.00  |
| 10/3/2013 | EAB | Research on Chapter 180, 166.411, 73.013 and 337.27, Florida Statutes; telephone conference with Mr. Silva; and telephone conference with Ms. Patterson. | 2.30  | 425.50 |

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## CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

|            |     |   |      |        |
|------------|-----|---|------|--------|
| 10/4/2013  | EAB | Began review of Tennis RFP.   | 1.00 | 185.00 |
| 10/4/2013  | EAB | Communications with Mr. Tom David.  | 0.20 | 37.00  |
| 10/4/2013  | EAB | COE- Telephone conference with Mr. Lebowitz; telephone conference with Mr. Williams; and coordinated interviews.  | 0.40 | 74.00  |
| 10/7/2013  | EAB | CEO: Meeting with Mr. Chin, Mr. Williams and Mr. Lebowitz.  | 0.70 | 129.50 |
| 10/7/2013  | EAB | Attention to Public Records Request 2013-152; discussion with Mr. Williams regarding same.  | 0.50 | 92.50  |
| 10/7/2013  | EAB | Reviewed agenda with Manager; and attention to agenda items in anticipation of meeting.   | 0.70 | 129.50 |
| 10/7/2013  | EAB | Revised draft tennis center RFP.  | 2.50 | 462.50 |
| 10/9/2013  | EAB | Telephone conference with Mr. Craig Grossenbacher of DERM and Mr. Delsalle.   | 0.30 | 55.50  |
| 10/9/2013  | EAB | Review of draft ROW sign agreement; and provided direction regarding same.  | 0.30 | 55.50  |
| 10/9/2013  | EAB | COE: telephone conference with Mr. Lebowitz.  | 0.20 | 37.00  |
| 10/11/2013 | EAB | Attention to Sontag matter; communications with staff and Manager; and communications with Mr. Chad Friedman.   | 2.00 | 370.00 |
| 10/11/2013 | EAB | Telephone conference with Mr. Silva regarding ROW issues.   | 0.30 | 55.50  |
| 10/14/2013 | EAB | Prepared first addendum to Fast Dry Courts contract.  | 0.60 | 111.00 |
| 10/14/2013 | EAB | Attention to zoning code; and began drafting pet store ordinance revisions.   | 1.00 | 185.00 |
| 10/14/2013 | EAB | Telephone conference with Mayor Stanczyk; telephone conference with CP Lindsay; telephone conference with CP Schaffer; and telephone conference with Mr. Williams.            | 1.20 | 222.00 |
| 10/15/2013 | EAB | Drafted pet shop ordinance consistent with Fla. Stat. 162, and our code requirements; communications with Mr. Delsalle regarding same; and drafted memorandum regarding same. | 1.30 | 240.50 |
| 10/18/2013 | EAB | Communications with Miami-Dade County Commission on Ethics and Public Trust on pending matter.  | 0.20 | 37.00  |
| 10/18/2013 | EAB | Telephone conference with Mrs. Alexander; telephone conference with Mr. Williams; and attention to pending matters.   | 0.30 | 55.50  |
| 10/18/2013 | EAB | Attended DTRTF meeting with manager.  | 1.50 | 277.50 |
| 10/18/2013 | EAB | Communications with Mr. John Herin; and follow up with council regarding same.  | 0.20 | 37.00  |
| 10/21/2013 | EAB | Attended agenda review; attended Task Force Dept. meeting; and attention to agenda items to prepare for council.  | 3.50 | 647.50 |
| 10/21/2013 | EAB | Telephone conference with Mr. Herin.  | 0.30 | 55.50  |
| 10/22/2013 | EAB | Telephone conference with Mr. Delsalle; telephone conference with   | 1.00 | 185.00 |

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Ms. Patterson; telephone conference with Mr. Delsalle; communications with departments; and attention to Mr. Silva's resolution on DTDTF.

|            |     |   |                                      |        |
|------------|-----|---|--------------------------------------|--------|
| 10/22/2013 | EAB | Attention to Linda Jones Park/Geese claim; and follow up with the League for notice and coverage.   | 0.20                                 | 37.00  |
| 10/22/2013 | EAB | Communications with Mr. Herin.  | 0.20                                 | 37.00  |
| 10/22/2013 | EAB | Drafted resolution for interim village attorney; and cover memorandum; and communications with manager and telephone conference with Mr. Steve Zelkowitz. | 1.20                                 | 222.00 |
| 10/22/2013 | EAB | Telephone conference with Mayor Stanczyk relating to traffic at US 1 and SW 152 Street.   | 0.30                                 | 55.50  |
| 10/23/2013 | EAB | Reviewed and revised proposed interim services contract with Gray Robinson; and communications with Clerk, Manager, and Mr. Herin regarding same.         | 1.00                                 | 185.00 |
| 10/23/2013 | EAB | Attention to agenda items and procurement; discussion with Mr. Williams.  | 0.50                                 | 92.50  |
| 10/23/2013 | EAB | Updated cover memorandum and resolution on Gray Robinson.   | 0.20                                 | 37.00  |
| 10/23/2013 | EAB | Drafted resolution relating to SW 152 Street per Mayor's request; research relating to same; telephone conference with Mr. Williams regarding same.       | 1.00                                 | 185.00 |
|            |     |   | Total Professional Services 6,234.50 |        |

|            |                               |        |
|------------|-------------------------------|--------|
| 10/23/2013 | Disbursements incurred - 2.0% | 124.69 |
|------------|-------------------------------|--------|

**Payments and Credits**

|                     |                  |           |
|---------------------|------------------|-----------|
| 10/11/2013          | Check No.: 18228 | 10,446.51 |
| Sub-total Payments: |                  | 10,446.51 |

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

|                            |                        |
|----------------------------|------------------------|
| For Professional Services  | 6,234.50               |
| For Disbursements Incurred | 258.69                 |
| Current Balance:           | <u>6,493.19</u>        |
| Previous Balance:          | 10,446.51              |
| Payments - Thank you       | 10,446.51              |
| <b>Total Due</b>           | <b><u>6,493.19</u></b> |

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ATTORNEYS & COUNSELORS**

18001 Old Cutler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

October 23, 2013  
Matter ID: 0293-002  
Zoning Applications  
Invoice Number 20598

|            |     |   | Hours | Amount |
|------------|-----|---|-------|--------|
| 10/1/2013  | EAB | South Motors BMW: Reviewed easement agreement and provided comments to Mr. Simon Ferro.   | 1.30  | 240.50 |
| 10/3/2013  | EAB | Gerome Johnson - telephone conference with Mr. Darby Delsalle regarding 12/15/2005 hearing under County Code and County P&Z.                                | 0.30  | 55.50  |
| 10/3/2013  | EAB | South Motors: Telephone conferences with Mr. Delsalle and Mr. Ron Williams.   | 0.30  | 55.50  |
| 10/3/2013  | EAB | Drafted parks and recreation FLUM amendment.  | 2.00  | 370.00 |
| 10/4/2013  | EAB | Jerome Johnson: review of file and discussion with Mr. Travis Kendall.  | 1.00  | 185.00 |
| 10/4/2013  | EAB | Telephone conference with Ms. Rodriguez, telephone conference with Mr. Kendall; communications with Mr. Ferro; attention to survey; and provided direction. | 0.50  | 92.50  |
| 10/4/2013  | EAB | South Motors: Drafted "I" district rezoning for park land.  | 1.00  | 185.00 |
| 10/7/2013  | EAB | South Motors: Meeting with Mr. Delsalle; revised ordinances on FLUM amendment and rezoning; communications with Mr. Kendall.                                | 1.00  | 185.00 |
| 10/7/2013  | EAB | Analyzed opinion of title by TD Bank and provided direction regarding same.   | 0.50  | 92.50  |
| 10/8/2013  | EAB | South Motors - meeting with Mr. Rick Lujan, Mr. Bruce Arthurs, Mr. Simon Ferro, Mr. Ron Williams, Mr. Kendall and Mr. Delsalle.                             | 1.50  | 277.50 |
| 10/8/2013  | EAB | Meeting with P&Z on pending projects.   | 1.00  | 185.00 |
| 10/9/2013  | EAB | Alexander School: telephone conference with Mr. Jerry Proctor.  | 0.10  | 18.50  |
| 10/9/2013  | EAB | South Motors - FLUM and rezoning analysis and memorandum; and revisions.  | 2.50  | 462.50 |
| 10/10/2013 | EAB | South Motors: Attention to edits by Mr. Ferro; attention to drafts 3 and 4 to rezoning, FLUM, cover memo; and revised same.                                 | 1.00  | 185.00 |
| 10/11/2013 | EAB | Approved Alexander School Advertisement; and communications   | 0.20  | 37.00  |

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## CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

| Date       | Code | Description   | Rate | Amount |
|------------|------|---|------|--------|
|            |      | with Mr. Proctor.   |      |        |
| 10/14/2013 | EAB  | Sontag: telephone conference with Mr. Chad Friedman; and communications with Council.   | 0.50 | 92.50  |
| 10/15/2013 | EAB  | Sontag: Telephone conference with Mr. Delsalle; communications with CP Tim Schaffer; telephone conference with CP Schaffer; attention to communications with Mr. Latshaw; and communications with Mr. Chad Friedman.  | 1.20 | 222.00 |
| 10/15/2013 | EAB  | South Motors: Attention to easement; communications with Mr. Ferro; attention to Mr. John Burkowski communications; and follow up with Mr. Delsalle; telephone conference with Mr. Tim Hyman; follow up with Mr. Ferro on easement agreement, version 4; finalized legal description on FLUM and rezoning for Park; and forwarded to staff and Mr. Ferro. | 1.40 | 259.00 |
| 10/16/2013 | EAB  | Attention to hearing notice and unity of title.   | 0.10 | 18.50  |
| 10/16/2013 | EAB  | Hidalgo: Resolution and staff report review and edits.  | 0.80 | 148.00 |
| 10/16/2013 | EAB  | Sontag: Communications with CP Schaffer.  | 0.20 | 37.00  |
| 10/18/2013 | EAB  | South Motors: Telephone conference with Mr. Delsalle regarding 163.041, F.S; drafted notice pursuant to same; telephone conference with Mr. Ferro; follow up on pending items relating to South Motors application.   | 0.70 | 129.50 |
| 10/18/2013 | EAB  | KLA - attention to recording the declaration of restriction; communication with Mr. Ferro regarding same; telephone conference with Ms. Vanessa Bencomo regarding special event permit regarding same.  | 0.20 | 37.00  |
| 10/21/2013 | EAB  | South Motors- Close out memorandum to Interim Attorney.   | 4.00 | 740.00 |
| 10/22/2013 | EAB  | Attention to history of Alexander School; and provided direction to P&Z.  | 0.50 | 92.50  |
| 10/22/2013 | EAB  | South Motors - finalized statutory notice letter under 166.041, F.S.  | 0.50 | 92.50  |
| 10/22/2013 | EAB  | Finalized Hidalgo plat.   | 0.40 | 74.00  |
| 10/22/2013 | EAB  | South Motors - telephone conference with Ms. Corrice Patterson, Mr. Delsalle and Mr. Ferro.   | 0.40 | 74.00  |
| 10/22/2013 | EAB  | Follow up on KLA recording.   | 0.10 | 18.50  |
| 10/22/2013 | EAB  | Sontag - communications with Mr. Williams and Mr. Friedman.   | 0.20 | 37.00  |
| 10/23/2013 | EAB  | South Motors - discussion with Mr. Ferro regarding warlord ordinance and quasi-judicial.  | 0.30 | 55.50  |
| 10/23/2013 | EAB  | Updated memorandum on South Motors - close out.   | 0.60 | 111.00 |
| 10/23/2013 | EAB  | Telephone conference with Mr. Friedman regarding Sontag; telephone conference with Mr. Williams; coordinate meeting.  | 0.40 | 74.00  |
| 10/23/2013 | EAB  | Charter School - telephone conference with Mr. Friedman; telephone conference with Mr. Delsalle; telephone conference with  | 0.40 | 74.00  |

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CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

Mr. Williams on status update.

|                             |     |   |      |          |
|-----------------------------|-----|---|------|----------|
| 10/23/2013                  | EAB | Drafted November Village Attorney update.                         | 2.00 | 370.00   |
| 10/23/2013                  | EAB | Telephone conference with Mr. Delsalle regarding pending matters. | 0.20 | 37.00    |
| 10/23/2013                  | EAB | Alexander School - reviewed and revised zoning resolution.        | 1.50 | 277.50   |
|                             |     |   |      | 5,698.00 |
| Total Professional Services |     |   |      | 5,698.00 |

**Disbursements**

|            |  |                               |        |  |
|------------|--|-------------------------------|--------|--|
| 9/30/2013  |  | Database Legal research.      | 335.47 |  |
| 10/23/2013 |  | Disbursements incurred - 2.0% | 113.96 |  |

**Payments and Credits**

|                     |  |                  |          |  |
|---------------------|--|------------------|----------|--|
| 10/11/2013          |  | Check No.: 18228 | 6,630.81 |  |
| Sub-total Payments: |  |                  | 6,630.81 |  |

|                            |                 |
|----------------------------|-----------------|
| For Professional Services  | 5,698.00        |
| For Disbursements Incurred | 449.43          |
| Current Balance:           | 6,147.43        |
| Previous Balance:          | 6,630.81        |
| Payments - Thank you       | 6,630.81        |
| <b>Total Due</b>           | <b>6,147.43</b> |

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**FIGUEREDO & BOUTSIS, P.A.**  
**ATTORNEYS & COUNSELORS**

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Facsimile: (305) 235-9372

Shelley Stanczyk  
 Village of Palmetto Bay  
 9705 E. Hibiscus Street  
 Palmetto Bay, Florida 33157

October 23, 2013  
 Matter ID: 0293-004  
 Code Enforcement  
 Invoice Number 20599

|                             |     |   | Hours | Amount |
|-----------------------------|-----|---|-------|--------|
| 10/1/2013                   | EAB | Attention to code compliance inquiry; and telephone conference with Mr. Darby Delsalle. | 2.00  | 370.00 |
| 10/7/2013                   | EAB | Attention to code compliance matter.  | 0.30  | 55.50  |
|                             |     |   |       | 425.50 |
| Total Professional Services |     |   |       | 425.50 |

10/23/2013 Disbursements incurred - 2.0% 8.51

**Payments and Credits**

10/11/2013 Check No.: 18228 660.45

Sub-total Payments: 660.45

|                            |                      |
|----------------------------|----------------------|
| For Professional Services  | 425.50               |
| For Disbursements Incurred | 8.51                 |
| Current Balance:           | <u>434.01</u>        |
| Previous Balance:          | 660.45               |
| Payments - Thank you       | 660.45               |
| <b>Total Due</b>           | <u><b>434.01</b></u> |

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Shelley Stanczyk  
 Village of Palmetto Bay  
 9705 E. Hibiscus Street  
 Palmetto Bay, Florida 33157

October 23, 2013  
 Matter ID: 0293-027  
 Palmer Trinity Private School,  
 Invoice Number 20600

|            |     |   | Hours                              | Amount          |
|------------|-----|---|------------------------------------|-----------------|
| 10/2/2013  | EAB | Telephone conference with Mr. Stan Price; telephone conference with Mr. Ron Williams; telephone conference with Mr. Williams and Mr. Bill Kress.                  | 0.40                               | 74.00           |
| 10/9/2013  | EAB | Discussion with DERM Representatives, and PT representatives and Mr. Darby Delsalle.  | 0.70                               | 129.50          |
| 10/10/2013 | EAB | Attention to communications by Mr. Sean Cleary; attention to consent decree by DERM; telephone conference with Mr. Delsalle; and reviewed response to Mr. Cleary. | 0.40                               | 74.00           |
| 10/15/2013 | EAB | Telephone conference with Mr. Jerry Proctor; and telephone conference with Mr. Price.   | 0.40                               | 74.00           |
| 10/16/2013 | EAB | Communications with Mr. Cleary and Mr. Price; and telephone conference with Mr. Tucker Gibbs.   | 0.20                               | 37.00           |
| 10/18/2013 | EAB | Follow up with lawyers in PT v. VPB on pending items.   | 0.20                               | 37.00           |
| 10/18/2013 | EAB | Began drafting exit memorandum and analysis in litigation.  | 3.50                               | 647.50          |
| 10/18/2013 | EAB | Telephone conference with Mr. Jeff Hochman.   | 0.20                               | 37.00           |
| 10/19/2013 | EAB | Continued drafting memorandum.  | 1.50                               | 277.50          |
| 10/21/2013 | EAB | Telephone conference with Mr. Cleary and Mr. Jose Chao; telephone conference with Mr. Delsalle and Mr. Danny Casals; and email follow up on same.                 | 0.30                               | 55.50           |
| 10/21/2013 | EAB | Telephone conference with Mayor Shelley Stanczyk on request.  | 0.20                               | 37.00           |
| 10/21/2013 | EAB | Follow up with Mr. Price and Mr. Gibbs.   | 0.50                               | 0.15            |
| 10/22/2013 | EAB | Follow up with Mr. Price.   | 0.20                               | 37.00           |
|            |     |   | <b>Total Professional Services</b> | <b>1,517.15</b> |

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

**Disbursements**

|            |                               |          |
|------------|-------------------------------|----------|
| 9/3/2013   | Court reporter.               | 1,632.25 |
| 9/30/2013  | Database Legal research.      | 229.53   |
| 10/23/2013 | Disbursements incurred - 2.0% | 30.34    |

**Payments and Credits**

|            |                  |          |
|------------|------------------|----------|
| 10/11/2013 | Check No.: 18228 | 8,104.66 |
|------------|------------------|----------|

|                     |                 |
|---------------------|-----------------|
| Sub-total Payments: | <u>8,104.66</u> |
|---------------------|-----------------|

|                           |          |
|---------------------------|----------|
| For Professional Services | 1,517.15 |
|---------------------------|----------|

|                            |          |
|----------------------------|----------|
| For Disbursements Incurred | 1,892.12 |
|----------------------------|----------|

|                  |                 |
|------------------|-----------------|
| Current Balance: | <u>3,409.27</u> |
|------------------|-----------------|

|                   |          |
|-------------------|----------|
| Previous Balance: | 8,104.66 |
|-------------------|----------|

|                      |          |
|----------------------|----------|
| Payments - Thank you | 8,104.66 |
|----------------------|----------|

|                  |                        |
|------------------|------------------------|
| <b>Total Due</b> | <u><b>3,409.27</b></u> |
|------------------|------------------------|

To be properly credited, please indicate Invoice Number on your remittance check.

**FIGUEREDO & BOUTSIS, P.A.  
ATTORNEYS & COUNSELORS**

18001 Old Culler Road, Suite 533, Miami, Florida 33157

Telephone No.: (305) 235-9344

Facsimile: (305) 235-9372

Shelley Stanczyk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

October 23, 2013  
Matter ID: 0293-060  
Shores at Palmetto Bay vs. VPB  
Invoice Number 20601

|                             |     |  | Hours | Amount |
|-----------------------------|-----|--|-------|--------|
| 10/1/2013                   | EAB | Follow up with Mr. JC Planas.  | 0.10  | 18.50  |
| 10/14/2013                  | EAB | Telephone conference with Mr. Chad Friedman regarding property.          | 0.30  | 55.50  |
| 10/16/2013                  | EAB | Telephone conference with Mr. Planas.                                    | 0.10  | 18.50  |
| 10/18/2013                  | EAB | Follow up with Mr. Planas on pending matters.                            | 0.20  | 37.00  |
| 10/20/2013                  | EAB | Drafted close out memorandum to be provided to Interim Village Attorney. | 4.00  | 740.00 |
| 10/23/2013                  | EAB | Revised and updated charter school exit memorandum.                      | 0.50  | 92.50  |
|                             |     |  |       | 962.00 |
| Total Professional Services |     |  |       | 962.00 |

**Disbursements**

|            |                               |        |
|------------|-------------------------------|--------|
| 12/17/2012 | Court reporter.               | 597.00 |
| 10/23/2013 | Disbursements Incurred - 2.0% | 19.24  |

**Payments and Credits**

|            |                  |        |
|------------|------------------|--------|
| 10/11/2013 | Check No.: 18228 | 150.96 |
|------------|------------------|--------|

Sub-total Payments: 150.96

Payment is due upon receipt. Please notify us within 10 days of any questions you have regarding this invoice. Interest at a rate of 1.5% per month will be charged if payment is not received within 30 days.

CONFIDENTIAL - ATTORNEY/CLIENT PRIVILEGE

|                            |                        |
|----------------------------|------------------------|
| For Professional Services  | 962.00                 |
| For Disbursements Incurred | 616.24                 |
| Current Balance:           | <u>1,578.24</u>        |
| Previous Balance:          | 150.96                 |
| Payments - Thank you       | 150.96                 |
| <b>Total Due</b>           | <b><u>1,578.24</u></b> |

To be properly credited, please indicate Invoice Number on your remittance check.



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To: Honorable Mayor & Village Council

Date: October 28, 2013

From: Eve A. Boutsis, Village Attorney

Re: Interim Village Attorney  
Contract

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO APPOINTMENT OF AN INTERIM VILLAGE ATTORNEY; JOHN HERIN, OF GRAYROBINSON; APPROVING AN INTERIM CONTRACT FOR SERVICES; PROVIDING AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

The Village issued Request for Proposal No. 2013-001 for the selection of Village Attorney/Professional Legal Services. A special council meeting was held on October 16, 2013 and John Herin and the firm of GrayRobinson was selected as Interim Village Attorney. Based upon that decision, the Village staff was directed to prepare a contract for interim legal services with the Gray Robinson firm, and in the interim the Village would go back out for bid for legal services.

Ms. Boutsis reached out to the Village Council to request that the Council advise of any specific terms, conditions, or concerns they may have as to the proposed contract so that those terms, conditions or concerns could be addressed in the contract. To date, no input was provided by the Council.

Ms. Boutsis has prepared notices of substitution of counsel for all litigation matters. She has also prepared exit memorandum to be provided to Mr. Herin, to assist in the transition.

The proposed contract is modeled after the contract utilized by Gray Robinson in the City of Doral. The contract is terminable upon 30 days notice, as the services of the firm shall be utilized as interim Village Attorney. The Village Council intends to re-issue a Request for Proposal for Village Attorney/Professional Legal Services over the next few months. The hourly rate of the Gray Robinson firm is \$185.00/hour for lawyers; \$60.00/hour for paralegals.

**FISCAL/BUDGETARY IMPACT:**

The Village has adopted a budget for the office of Village Attorney.

**RECOMMENDATION:**

Decision of the Council.

1 RESOLUTION NO. \_\_\_\_\_  
2  
3

4 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
5 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO  
6 APPOINTMENT OF AN INTERIM VILLAGE ATTORNEY; JOHN  
7 HERIN, OF GRAYROBINSON; APPROVING AN INTERIM  
8 CONTRACT FOR SERVICES; PROVIDING AN EFFECTIVE DATE.  
9

10 WHEREAS, the Village issued Request for Proposal No. 2013-001 for the selection of  
11 Village Attorney/Professional Legal Services; and,  
12

13 WHEREAS, a Special Council Meeting was held on October 16, 2013 and John Herin and  
14 the firm of GrayRobinson was selected as Interim Village Attorney; and,  
15

16 WHEREAS, the Village staff was directed to prepare a contract for interim legal services  
17 with the GrayRobinson firm, and in the interim the Village would go back out for bid for legal  
18 services; and,  
19

20 WHEREAS, the Mayor and Village Council desire to execute the attached contract for  
21 interim legal services, on a month-to-month basis until the selection of a permanent Village Attorney  
22 by the Village Council.  
23

24 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE  
25 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:  
26

27 Section 1. The Village Council authorizes the execution of the attached Interim Village  
28 Attorney services contract with the firm of GrayRobinson. A copy of the resolution is attached  
29 hereto as exhibit 1.  
30

31 Section 2. This resolution shall take effect immediately upon approval.

32 PASSED and ADOPTED this [ ] day of [ ], 2013.

33  
34 Attest: \_\_\_\_\_  
35 Meighan Alexander  
36 Village Clerk  
37

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

38 APPROVED AS TO FORM:  
39

40 \_\_\_\_\_  
41 Eve A. Boutsis  
42 Village Attorney  
43

1 FINAL VOTE AT ADOPTION:  
2  
3 Council Member Patrick Fiore \_\_\_\_\_  
4  
5 Council Member Tim Schaffer \_\_\_\_\_  
6  
7 Council Member Joan Lindsay \_\_\_\_\_  
8  
9 Vice-Mayor John DuBois \_\_\_\_\_  
10  
11 Mayor Shelley Stanczyk \_\_\_\_\_  
12  
13  
14  
15

**INDEPENDENT CONTRACTOR  
PROFESSIONAL SERVICES AGREEMENT**

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the VILLAGE OF PALMETTO BAY, a Florida municipal corporation, hereinafter referred to as "VILLAGE", being party of the first part, and GrayRobinson, P.A., hereinafter referred to as "FIRM", party of the second part.

IN CONSIDERATION of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed, promised and covenanted as follows:

1. VILLAGE does hereby agree to employ and accordingly does employ FIRM, and FIRM does hereby agree to accept and does accordingly accept employment by the VILLAGE in the capacity of "Interim Village Attorney" of the Village of Palmetto Bay, Miami-Dade County, Florida, effective November 15, 2013, all in accordance with the terms and conditions and provisions of said employment as set forth hereinafter.

2. This Independent Contractor Professional Services Agreement is terminable by either VILLAGE or FIRM at any time on thirty (30) days written notice to the other party. However, at VILLAGE'S option, and if so requested by VILLAGE, FIRM shall continue to provide the professional services contemplated herein pending the appointment/employment of its successor if such appointment/employment requires more than thirty (30) days, and provided that VILLAGE exerts reasonable efforts during said thirty (30) days to seek and select FIRM'S successor. In addition, the parties may terminate this Agreement at any time and on any agreed basis by mutual consent of all parties, the same reduced to writing and properly executed by all parties hereto.

3. FIRM agrees to attend all regular and special meetings of the Village Council and to attend any meeting of any official Village board, committee or commission when specifically requested to attend and to perform any and all legal services of whatever kind or nature, including office practice and litigation, required or requested of FIRM by VILLAGE for the VILLAGE and the agents and/or employees thereof (when same are acting in their official capacity(ies) on behalf of the Village of Palmetto Bay) during the term of this Agreement, subject only to the conditions otherwise set forth herein. All legal services to be performed by FIRM hereunder shall be rendered in the manner set forth in the Charter of the Village of Palmetto Bay.

4. As full payment and compensation for FIRM's services hereunder, VILLAGE shall pay to FIRM and FIRM agrees to accept from VILLAGE the hourly rate of one hundred eighty-five and 00/100 dollars (\$185.00) for Attorney work and sixty and 00/100 dollars (\$60.00) for paralegal work, which shall be invoiced (detailed billing) on a monthly basis for the following described work:

- FIRM shall comply with the scope of services as delineated in the scope of services of Village RFP No. 2013-001 for Village Attorney/Professional Legal Services, pursuant to section 2.02, 2.03. A copy of the RFP No. 2013-001, is attached hereto and incorporated by reference herein, as to the specific sections of said RFP identified in this agreement.
- General legal advice to the Mayor and Council and all Village Departments (e.g., ordinance and resolution drafting and contract review), including but not limited to: Village Manager, Village Clerk, Building, Finance, Employment & Labor (this includes EEOC charges but not actions in civil court), Information Technology, Parks & Recreation and Public Works.
- Procurement review and bid protests that do not go to civil court.
- Planning advice and review, meetings, and administrative zoning appeals that do not go to civil court.
- Oversight of outside counsel/law firms (e.g., Florida League of Cities/FMIT appointed counsel).
- All litigation.
- Real estate transactions.

5. In addition to the compensation for professional services as set forth above, FIRM shall be permitted to submit on a monthly basis for payment by VILLAGE to FIRM an invoice for all reasonable and necessary legal expenses incurred on behalf of the VILLAGE, such as court costs and filing fees, messenger services, and photocopying and facsimile costs not performed by the VILLAGE. The foregoing constitutes reimbursement of expenses to FIRM and not fees for services as contemplated hereunder. FIRM may also request these costs be paid directly by VILLAGE to the billing party, agency or vendor upon their original invoice or billing statement rather than on a reimbursement basis including reimbursement for library books and supplements owned by the VILLAGE and in possession of the FIRM.

6. FIRM will not bill VILLAGE for travel time to/from Village Hall for Council meetings or meetings with Village staff, nor bill Village for routine telephone calls.

7. This Independent Contractor Professional Services Agreement sets forth the entire agreement between the parties hereto. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon any of the parties hereto unless reduced to writing and properly signed and executed.

8. FIRM shall provide insurance as provided under section 4.02 of RFP No. 2013-001.

ATTEST:

VILLAGE OF PALMETTO BAY:

\_\_\_\_\_  
Meighan Alexander, Village Clerk

\_\_\_\_\_  
Shelley Stanczyk, Mayor

GRAYROBINSON, P.A.:

\_\_\_\_\_  
John R. Herin, Jr., Shareholder

Approved as to Form:

\_\_\_\_\_  
Eve A. Boutsis  
Outgoing Village Attorney



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To: Honorable Mayor and Village Council

Date: October 28, 2013

From: Ron E. Williams, Village Manager

Re: Acceptance of the FY2013  
Edward Byrne Memorial Grant

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, CONTRACT AWARD FY 2014 IN THE AMOUNT OF \$3,553 FOR THE PURPOSE OF SUPPORTING THE SCHOOL RESOURCE OFFICER PROJECT "RAD/KIDS" IN THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE.**

#### **BACKGROUND AND ANALYSIS**

In an effort to continue to improve the quality of service, the Palmetto Bay Policing Unit provides to its residents and school age children in particular. The Unit applied for the Edward Byrne JAG Program and received notification that the Village has been awarded a grant in the amount of \$3,553. The funding will be utilized to expand the School Resource Officer Project "radKIDS" intended to train school-age children to recognize and escape from a potential kidnapping situation. In the past, the program has been successfully implemented in concert with the Parks & Recreation Department and the local public schools. Grant funds are used to pay for the School Resource Officer's time and to procure needed supplies. Funding is provided by the Florida Department of Law Enforcement, Office of Criminal Justice Grants, and it is administered locally by the Miami-Dade County Office of Budget and Management.

#### **FISCAL/BUDGETARY IMPACT:**

Additional funding will be available to the Policing Unit to implement the radKIDS program. The grant does not have a matching requirement.

#### **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 ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, CONTRACT AWARD FY 2014 IN THE AMOUNT OF \$3,553 FOR THE PURPOSE OF SUPPORTING THE SCHOOL RESOURCE OFFICER PROJECT "RAD/KIDS" IN THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Palmetto Bay Policing Unit previously submitted an application requesting authorization to utilize federal funds awarded from the FY2014 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation; and

**WHEREAS**, the Village of Palmetto Bay Policing Unit received notification that the Village of Palmetto Bay has been awarded a grant in the amount of \$3,553; and,

**WHEREAS**, under this Contract and upon award of grant funds from the State of Florida Department of Law Enforcement through the Miami-Dade County Office of Management and Budget, Village shall provide services and procure items in support of the School Resource Officer Project through the radKIDS program.

**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 the Edward Byrne Memorial Justice Assistance Grant (JAG), Contract Award FY2014 in the amount of \$3,553, and execute the attached grant agreement and other related documents on behalf of the Village of Palmetto Bay.

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

PASSED and ADOPTED this \_\_\_\_\_ day of November, 2013.

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 \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

**Palmetto Bay**

**FY2014**

**Contract**

## MIAMI-DADE COUNTY

### CONTRACT

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19<sup>th</sup> Floor Miami, FL 33128, and the **VILLAGE of PALMETTO BAY** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **School Resource Officer Project**.

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

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

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

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

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

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

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

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$3,553**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County. Availability of funds shall be determined in the sole discretion of the County.

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

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from October 1, 2013 through July 31, 2014.

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

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

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

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

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

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

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in

connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

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

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

The Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Provider shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Provider fails to furnish to the County proof that an employee, volunteer or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working or volunteering with a vulnerable person or vulnerable

persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

**XI. CONFLICT OF INTEREST.** The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County, as may be amended from time to time, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

**Nepotism.** The Provider will comply with section 112.3135 of the Florida Statutes regarding restrictions on employment of relations.

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

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

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

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

If to the COUNTY:

Miami-Dade County  
Office of Management and Budget  
111 NW First St., 19<sup>th</sup> Floor  
Miami, Florida 33128  
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Palmetto Bay Police Department  
9705 Hibiscus Street  
Palmetto Bay, FL 33157  
Attention: Ofc. Peter Judge

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

**XV. BREACH OF CONTRACT: COUNTY REMEDIES.**

A. Breach. A breach or default by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment D); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment D); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract; or (14) The Provider has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes.

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

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

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

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

4. The County may decline to contract with the Provider in the future;

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

6. Any other remedy available at law or equity.

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

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

**XVI. TERMINATION BY EITHER PARTY.** Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate

at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

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

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

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

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

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

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

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **School Resource Officer Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2., the Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Expenditure Report shall be submitted by August 15, 2014

D. The Provider agrees to mail all invoices to the address listed above, Section XIII.

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

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

## **XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.**

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs, the cost of the proposed equipment and the size of the Provider organization. The Provider shall maintain an adequate property management system. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

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

D. Equipment Acquired with Funds under this Contract. Equipment acquired shall be used and managed by the Provider to ensure that the equipment is used for criminal justice purposes.

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

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of at least five (5) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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

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

A. Records. All program records will be retained by the Provider for not less than five (5) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **School Resource Officer Project** services must reflect:

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

Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.10701(1)(a), the Provider shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential are exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement. Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

B. Reporting Requirements.

1. Quarterly and Final Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by January 5, April 5, July 5, and the Final Performance Report August 5, 2014 covering the Contract activity for the previous quarter. The Quarterly and Final Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly and Final Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Management and Budget by January 15, April 15, July 15, and the Final Expenditure Report August 15, 2014 covering the expenditures to be reimbursed for the previous quarter. The Quarterly and Final Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget during the program period.

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

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

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

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

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

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and

records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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

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

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

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

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

## **XX. PROHIBITED USE OF FUNDS.**

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

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

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

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

## XXI. MISCELLANEOUS.

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

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

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

In the event the County determines that a reduction in the Provider's budget is necessary, the County shall notify the Provider in writing within thirty (30) days of said reduction decision. Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

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

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida. Nothing in this contract shall be considered a waiver of sovereign immunity.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider

agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

I. Total of Contract/Severability of Provisions. This fifteen (15) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

|                |   |
|----------------|---|
| Attachment A:  | Scope of Services                                     |
| Attachment B:  | Budget  |
| Attachment C:  | Quarterly Project Performance Report                  |
| Attachment D:  | Quarterly Expenditure Report                          |
| Attachment E:  | Miami-Dade County Affidavits                          |
| Attachment E1: | Code of Business Ethics                               |
| Attachment E2: | Miami-Dade County Debarment Disclosure Affidavit      |
| Attachment E3: | State Public Entities Crime Affidavit                 |
| Attachment F:  | Provider's Disclosure of Subcontractors and Suppliers |

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirement of applicable law.

**INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CARLOS A. GIMENEZ  
MAYOR

## SUMMARY OF ATTACHMENTS

|               |   |
|---------------|---|
| ATTACHMENT A  | Scope of Services                                     |
| ATTACHMENT B  | Program Budget  |
| ATTACHMENT C  | Quarterly Project Performance Report                  |
| ATTACHMENT D  | Quarterly Expenditure Report                          |
| ATTACHMENT E  | Miami-Dade County Affidavits                          |
| ATTACHMENT E1 | Code of Business Ethics                               |
| ATTACHMENT E2 | Miami-Dade County Debarment Disclosure Affidavit      |
| ATTACHMENT E3 | State Public Entities Crime Affidavit                 |
| ATTACHMENT F  | Provider's Disclosure of Subcontractors and Suppliers |

## ATTACHMENT A

### PROGRAM NARRATIVE

Jurisdiction Name: Palmetto Bay

Contact Person: Ofc. Peter Judge

Address: 9705 Hibiscus Street  
Palmetto Bay, FL 33157

Contact Numbers: (305) 259-1234

Program Area: School Resource Officer

Program Dates: 10/1/13 through 7/31/14

Program Name: radKIDS

Target Population: School age Children

#### Problem Identification

The problem identified and to be addressed by this grant is primarily child abduction. According to the United States Department of Justice, 797,500 children are reported missing in a one year period, resulting in an average of 2,185 children reported missing each day. Of these, 535,285 were recovered or found immediately, 203,900 were the victims of family abduction, 58,200 children were the victims of non-family abduction, and 115 children were the victims of "stereotypical" kidnapping. According to a 1997 study, *Case Management for Missing Children Homicide Investigation*, the murder of an abducted child is a rare event; an estimated 100 such incidents occur in the United States each year. However, the study further found that 76.2 percent of abducted children who are murdered are dead within three hours of the abduction.

This problem is significant because all citizens are affected when a child becomes lost or is abducted. In the case of abduction, not only do the parents and family members of the child become affected and blame themselves for what has happened, the child has to cope with what has happened to them, without having the support system of a family. These types of crimes do not just end when the child is found safe. In unfortunate circumstances when the child is never seen alive again, the lasting effects can traumatize a family and a community for years to come. Names like Adam Walsh, Jimmy Rice, and Jessica Lunsford, have unfortunately become topics of conversation when a child is reported missing. Laws and foundations have been created to honor these children, and all too often the images of abducted children have been shown on nightly news shows, only to be forgotten about the following evening when the next "big" story breaks.

In the paragraph above it indicates that an estimated 100 children out of 797,500 are abducted by strangers each year. That number seems very small in comparison, unless your child is one of the 100.

## Program Description

The program offered in Palmetto Bay to address the above concern of child abduction is the Resisting Aggression Defensively (radKIDS) Personal Empowerment and Safety Education Program. The radKIDS program consists of classes being taught to two different age groups, 5-7 year olds, and 8-12 year olds. Some of the topics discussed during the daily classes include; strangers and the tricks they might use to trick a child, gun safety, water safety, home safety, how and when to dial 911 and good touch bad touch, just to name a few. Several self-defense and distraction techniques will be taught to each of the students. These techniques include; blocks, strikes to the eyes, nose and private parts and kicks to the knees, shins and private parts. Each student will then demonstrate these techniques on either a blocking pad or "Danny" the punching dummy. To complete the course, each age group will receive 5 classes, each lasting approximately 90 minutes.

The classes will be taught in the aftercare program at each of the three public elementary schools in the Village of Palmetto Bay. At the end of the classes the 5-7 and 8-12 age groups will participate in simulation exercises, which require each child to wear protective gear (helmet, gloves, and knee and elbow pads). It also requires the instructor to wear a full protective, "redman" simulation suit, which protects him from head to toe. The simulation part of the class will have each student put to practice the skills they learned during their initial four days of training. The goal is for the students to implement the self-defense techniques they learned to get away from a possible abductor. The students will use loud verbal commands (i.e., NO, STOP, GET BACK YOUR NOT MY MOM/DAD) while demonstrating the techniques. This will be the fourth year that this program is being offered and to date over five hundred students have graduated from the program.

Being that the program is offered in the aftercare program at each of the elementary schools, officers assigned to the program as instructors will be on an overtime basis. Each class is a total of ten hours and there is a requirement to have a minimum of two instructors per class for a total of twenty hours per class. Palmetto Bay plans to utilize its FY2014 Byrne JAG allocation to support overtime hours for officers conducting the radKIDS classes. The funds from this grant will enable the Palmetto Bay Policing unit to conduct approximately three additional radKIDS classes and purchase nine Instructor shirts.

Jurisdiction Name: Village of Palmetto Bay

Contact Person: Officer Peter Judge

Address: 9705 E. Hibiscus Street  
Miami, Florida 33157

Contact Numbers: O (305) 278-4018  
F (305) 278-4019

Program Area: School Resource Officer

Program Dates: 10/01/13 through 07/31/14

Program Name: radKIDS Program

Target Population: School age Children

| Required Activities  | Planned Measures  | Monitoring Plan  |
|--|---|--|
| <p>Conduct 2 radKIDS classes during the grant year. (20 students per class).</p> <p>Serve 40 children during the grant year.</p> <p>Purchase supplies for the radKIDS presentations.</p> <p>To utilize approximately 50 hours of overtime.</p> | <p>The Provider shall be responsible for:</p> <p>Provide radKIDS presentations for school age children ranging from ages 5-12.</p> <p>Purchase instructor shirts.</p> | <p>The Provider is to submit the following information to the County in a complete and timely manner:</p> <p>Quarterly Performance Reports</p> <p>Quarterly Expenditure Reports</p> <p>Meeting announcements<br/>participant list and meeting attendance records.</p> <p>Payroll documentation including payroll registers and time sheets and overtime slips.</p> <p>Copies of purchase orders, invoices and cancelled checks for all materials purchased</p> |

**PROGRAM BUDGET**

**Attachment B**

Jurisdiction Name: Palmetto Bay  
Program Area: School Resource Officer  
Program Name: radKIDS Program

Contact Person: Ofc. Peter Judge  
O (305) 278-4018 F (305) 278-4019  
Program Dates: 10/01/13 - 07/31/14

|  |         |                       |
|--|---------|-----------------------|
| <b>CONTRACTUAL SERVICES TOTAL</b>                      |         | <b>\$3,553</b>        |
| <b>Salaries and Benefits, Total</b>                    |         | <b>\$3,250</b>        |
| SRO Officers x approx. 50 hrs. @ \$65/hr.              | \$3,250 |                       |
| Benefits include: FICA, MICA & Retirement              |         |                       |
| <b>Operating Capital Outlay, Total</b>                 |         | <b>\$0</b>            |
| <b>Expenses, Total</b>                                 |         | <b>\$303</b>          |
| Eight (8) Instructor Shirts (incl. shipping & handlin) | \$303   |                       |
| <b>Total Budget</b>                                    |         | <b><u>\$3,553</u></b> |

Miami-Dade County will reimburse an amount not to exceed: \$3,553

**Edward Byrne Memorial Justice Assistance Grant Program**  
Drug Control and System Improvement Formula Grant Program

ATTACHMENT C

Quarterly Project Performance Report

SCHOOL RESOURCE OFFICER  
Fiscal Year 2014

Plametto Bay  
(City)

(Project Name)

(Name of Person Completing Form)

(Title)

(Phone)

| Report Number | Quarterly Period        | Report Due Dates |
|---------------|-------------------------|------------------|
| 1             | October 1 - December 31 | January 5        |
| 2             | January 1 - March 31    | April 5          |
| 3             | April 1 - June 30       | July 5           |
| 4 (FINAL)     | July 1 - July 31        | August 5         |

| Report Number | Quarterly Period | Report Submission Date |
|---------------|------------------|------------------------|
|               |                  |                        |

**Note:** Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

FY2014 Quarterly Project Performance Report  
School Resource Officer  
Palmetto Bay

Please answer the following questions based on activity that occurred in the previous quarter.

1. Total Number of program participants who received services
2. Number of program participants who completed programming
3. Number of program participants who exited programming (completed or not)
4. Number of radKID classes conducted
5. Amount of JAG funds expended to purchase equipment and/or supplies
6. Number of equipment/supplies purchased with JAG funds
7. Specify type of equipment/supplies purchased with JAG funds

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**PROGRAM NARRATIVE**

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

PRINT THIS PAGE ON YOUR LETTERHEAD  
**Edward Byrne Memorial Justice Assistance Grant Program**  
 SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS

Subgrant Number: \_\_\_\_\_  
 Name of Agency/City: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Title: \_\_\_\_\_ Claim Number: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Claim Period: \_\_\_\_\_  
 Name of Person Completing Form: \_\_\_\_\_

|                                |       |   |               |
|--------------------------------|-------|---|---------------|
| 1. Total Federal Budget        | _____ | 2. Amount of this Invoice                             | _____         |
| 3. Amount of Previous Invoices | _____ | 4. Remaining Budget Balance                           | <u>\$0.00</u> |
|                                |       | <small>(Subtract lines 2 &amp; 3 from line 1)</small> |               |

| Category                  | AGENCY   | FOR OMB USE                                      |
|---------------------------|--|--|
|                           | Requested Amount<br>for Reimbursement<br>(as indicated on Line<br>2 above) | ONLY:<br>Approved Amount<br>for<br>Reimbursement |
| Salaries & Benefits       | _____  | _____  |
| Contractual Services      | _____  | _____  |
| Expenses                  | _____  | _____  |
| Operating Capital Outlay  | _____  | _____  |
| <b>Total Claim Amount</b> | <b>\$0.00</b>  | _____  |

The above amount indicated as our agency's "Total Claim Amount" is being requested for reimbursement which is in accordance with our contract agreement. Also, supporting documentation has been provided with this package which substantiates the above "Total Claim Amount" requested by our agency.

I hereby certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

\_\_\_\_\_  
 Authorized Signature (Chief of Police/Other City Official)

\_\_\_\_\_  
 Payment Approved, Miami-Dade County OMB

**FOR OMB USE ONLY**

G/L Coding \_\_\_\_\_  
 Invoice Number: \_\_\_\_\_ Invoice Description: \_\_\_\_\_  
 Vendor #: \_\_\_\_\_ Voucher #: VQBU \_\_\_\_\_  
 Index Code: \_\_\_\_\_  
 Amount to Pay: \_\_\_\_\_ Package Reviewed by Liaison: \_\_\_\_\_  
 Subsubject: \_\_\_\_\_ Date Submitted by Liaison in IWA: \_\_\_\_\_  
 Resolution: \_\_\_\_\_

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS**  
(Salaries and Benefits)

Name of Agency/City: \_\_\_\_\_ Date: \_\_\_\_\_

Project Title: \_\_\_\_\_ Claim Number: \_\_\_\_\_

|   | <u>Name<br/>Officer/Staff</u> | <u>Date of<br/>Activity</u> | <u>Type of<br/>Activity*</u> | <u>Total<br/>Hours</u> | <u>Total<br/>Amount</u> |
|---|-------------------------------|-----------------------------|------------------------------|------------------------|-------------------------|
| 1 | _____                         | _____                       | _____                        | _____                  | _____                   |
| 2 | _____                         | _____                       | _____                        | _____                  | _____                   |
| 3 | _____                         | _____                       | _____                        | _____                  | _____                   |
| 4 | _____                         | _____                       | _____                        | _____                  | _____                   |
| 5 | _____                         | _____                       | _____                        | _____                  | _____                   |
| 6 | _____                         | _____                       | _____                        | _____                  | _____                   |
| 7 | _____                         | _____                       | _____                        | _____                  | _____                   |
| 8 | _____                         | _____                       | _____                        | _____                  | _____                   |

\*(Presentation, Parent Meeting, Field trip, etc.)

Total Amount for Salaries and Benefits (if applicable): \_\_\_\_\_ \$0.00

Total Hours: \_\_\_\_\_ 0.00

I CERTIFY THAT PAYMENT FOR THE AMOUNT OF \_\_\_\_\_ \$0.00 IS CORRECT.

BELOW IS THE SIGNATURE OF EACH STAFF (EMPLOYEE) IN THE ORDER LISTED ABOVE:

- 1 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 2 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 3 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 4 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 5 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 6 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 7 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_
- 8 OFFICER/STAFF SIGNATURE: \_\_\_\_\_ EMPLOYEE ID: \_\_\_\_\_

\_\_\_\_\_  
I VERIFY THAT THE ABOVE SERVICES WERE PROVIDED:

CHIEF OF POLICE/CITY OFFICIAL SIGNATURE: \_\_\_\_\_

Note: Payroll registers, time sheets and OT slips (if applicable), documenting payroll expenses must be attached to process this reimbursement.







**Form A-12**  
**Code of Business Ethics**

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.

**Compliance with Government Rules and Regulations**

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

**Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers**

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: \_\_\_\_\_ (Date)

(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_

200\_\_ by \_\_\_\_\_ He/She

is personally known to me or has presented \_\_\_\_\_ (Type of Identification)

as identification.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary)

\_\_\_\_\_  
(Expiration Date)

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: \_\_\_\_\_  
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_  
200\_\_ by \_\_\_\_\_. He/She  
is personally known to me or has presented \_\_\_\_\_  
(Type of Identification)

as identification.

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary) (Expiration Date)

Notary Public – Stamp State of \_\_\_\_\_  
(State)

Notary Seal

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

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

1. This sworn statement is submitted to Miami-Dade County

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

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

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

OR Produced Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

## JAG/BYRNE GRANT ADMINISTRATION

PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS  
(Ordinance 97-104)

Name of Organization: \_\_\_\_\_ Address: \_\_\_\_\_

## REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

| NAME OF SUBCONTRACTOR OR SUB-CONSULTANT | ADDRESS | CITY AND STATE |
|---|---------|----------------|
| No subcontractors will be used.         |         |                |

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No subcontractors will be used.

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## REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

| NAME OF SUPPLIER           | ADDRESS | CITY AND STATE |
|----------------------------|---------|----------------|
| No suppliers will be used. |         |                |

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No suppliers will be used.

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*I hereby certify that the foregoing information is true, correct and complete:*

Signature of Authorized Representative: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_ Fed. ID No. \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_



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To: Honorable Mayor and Village Council

Date: October 28, 2013

From: Ron E. Williams, Village Manager

Re: DRTF Preliminary Project  
Traffic Impact Analysis

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRAFFIC IMPACT ANALYSIS STUDY; AUTHORIZING THE VILLAGE MANAGER TO PROVIDE FUNDING FOR REQUIRED TRAFFIC IMPACT ANALYSIS STUDY PROVIDED BY MARLIN ENGINEERING AS IT RELATES TO THE DOWNTOWN REDEVELOPMENT TASK FORCE (DRTF) PRELIMINARY PROJECT AREA; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$39,725.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

#### **BACKGROUND AND ANALYSIS**

Since incorporation in 2002, residents of Palmetto Bay have envisioned a thriving downtown district in the Village's southwest corner surrounding US-1. This area known as the Franjo Island or the FT&I district has been long overdue for a transformation that benefits the Palmetto Bay community. The FT&I district is high exposure area located along one of the most-traveled arteries in Miami-Dade County.

An aggressive effort to create a livable, walkable downtown Palmetto Bay in the Village's southwest corner along US-1 launched in May 2013 with the creation of the Manager's Downtown Redevelopment Task Force (DRTF) which consists of stakeholders to devise a comprehensive plan that will spur the redevelopment of the area. The DRTF group is focusing on transforming the existing business district into an attractive downtown district, and to expand services for the Palmetto Bay residents with an eye on enhancing the Village's overall financial viability now and well into the future. The DRTF received initial funding and vital support from the Village Council on September 18, 2013 at Palmetto Bay's Final Hearing for the FY 2013/14 Operating & Capital Budget to commence implementation of task and projects critical to implementing the preliminary planned improvements in the downtown redevelopment area.

The initial phase of investigating redevelopment and revitalization in the Village's Downtown area is to proceed with analyzing the impact on traffic on proposed development

or redevelopment project that may require separate approvals from multiple entities at the local and state level. A traffic impact study or impact analysis is critical as most redevelopment projects typically have an impact on adjacent or external transportation systems whereas documentation of these off-site impacts is required to obtain the necessary approvals.

The Village administration desires to contract with Marlin Engineering, Inc. to provide Transportation Engineering services for the preparation of a traffic impact analysis (TIA) to analyze and evaluate the impacts of the proposed road closures, relocation of signalized intersections, existing conditions, traffic flow modifications, traffic circles at multiple intersections and rerouting of traffic on the surrounding roadway network based on the proposed design detailed in Exhibit A and B. The traffic impact study will also identify areas where there is a significant impact to the roadway system and its current level of service (LOS), possible mitigation measures for those impacts, and evaluate any changes to the circulation network that may arise as a result of increased density along SW 97<sup>TH</sup> Avenue between Hibiscus Street and SW 184<sup>TH</sup> Street.

Marlin Engineering is one of three pre-qualified firms selected to provide Transportation Engineering services on a rotating basis. The services to be provided by Marlin Engineering, Inc. will incorporate an evaluation of existing sites, traffic data collection, an analysis and evaluation of data collection, a justification report, and obtain concurrency from both Miami-Dade County Public Works Waste Management (MDCPWWM) Traffic Engineering Division (TED) and Florida Department of Transportation (FDOT).

The traffic impact analysis once complete, will provide recommendations on the scenario that provides the best traffic flow options and on street parking configurations for the proposed DRTF preliminary project area. Marlin Engineering will provide deliverables as detailed in the attached proposals. Concurrency from both Miami-Dade County Public Works Waste Management Division of Traffic Engineering and Florida Department of Transportation is required before report can be accepted as final.

The Administration is requesting authorization from the Village Council to enter into an agreement with Marlin Engineering Inc. to provide Transportation Engineering services to the Village for the preparation of a Traffic Impact Analysis of the DRTF Preliminary Project area.

#### **FISCAL/BUDGETARY IMPACT**

Funding is available and budgeted for this item under "Special Revenue Funds – Street Sign Bond" in an amount not to exceed \$39,275 during Fiscal Year 2013-14.

#### **RECOMMENDATION**

Approval is recommended.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRAFFIC IMPACT ANALYSIS STUDY; AUTHORIZING THE VILLAGE MANAGER TO PROVIDE FUNDING FOR REQUIRED TRAFFIC IMPACT ANALYSIS STUDY PROVIDED BY MARLIN ENGINEERING AS IT RELATES TO THE DOWNTOWN REDEVELOPMENT TASK FORCE (DRTF) PRELIMINARY PROJECT AREA; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$39,725.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, an aggressive effort to create a livable, walkable downtown Palmetto Bay in the Village's southwest corner along US-1 launched in May 2013 with the creation of the Manager's Downtown Redevelopment Task Force (DRTF); and,

**WHEREAS**, initial funding was approved and vital support was received from the Village Council at the final budget hearing on September 18, 2013 for FY 2013-14 Operating & Capital Budget to commence implementation of tasks and projects critical to implementing the preliminary planned improvements in the downtown redevelopment area; and,

**WHEREAS**, a traffic impact study or impact analysis is critical as most redevelopment projects typically have an impact on adjacent or external transportation systems; and,

**WHEREAS**, the Village requested and Marlin Engineering provided a proposal to study the impact on the surrounding roadway network and intersections based on the new design being planned for Downtown Redevelopment Task Force (DRTF) preliminary project area Exhibit A and B attached; and,

**WHEREAS**, Marlin Engineering will identify significant traffic impacts, possible mitigation measures for those impacts, evaluate any changes to the circulation network proposed by a high density residential development along SW 97<sup>th</sup> AV between Hibiscus ST and SW 184<sup>th</sup> ST and evaluate how the DRTF preliminary project will affect traffic operations, turn movements permitted to and from the various sites to be developed, locations of nearby traffic signals, and proposed roadway closures; and,

**WHEREAS**, Marlin Engineering will provide deliverables detailed in the attached proposal and obtain concurrency from both Miami-Dade County Public Works Waste Management Division of Traffic Engineering and Florida Department of Transportation before TIA is final; and,

**WHEREAS**, Marlin Engineering is one of three pre-qualified firms selected to provide Transportation Engineering services on a rotating basis for the Village of Palmetto Bay; and,

WHEREAS, the Administration desires to contract with Marlin Engineering, Inc. to provide Transportation Engineering services for the preparation of a traffic impact analysis (TIA) for Downtown Redevelopment Task Force (DRTF) preliminary project area Exhibit A and B attached; and,

WHEREAS, the Village of Palmetto Bay has funding available in special revenues funds – Street Sign Bond in an amount not to exceed \$39,275 during Fiscal Year 2013-14.

**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 issue a purchase order for Traffic Engineering Services with Marlin Engineering, Inc., to perform a traffic impact analysis in preparation for the design and construction of the Downtown Redevelopment Task Force (DRTF) preliminary project in an amount not to exceed \$39,725.00.

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

PASSED AND ADOPTED this \_\_\_\_\_ day of November, 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 \_\_\_\_\_

Council Member Tim Schaffer \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor John DuBois \_\_\_\_\_

Mayor Shelley Stanczyk \_\_\_\_\_

October 14, 2013

Ron E. Williams – Village Manager  
Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157

**RE: Downtown Redevelopment Task Force (DRTF) -  
Traffic Impact Analysis Study**

Dear Mr. Williams:

Marlin Engineering, Inc. (MEI) is pleased to respond to your request for proposal on the above referenced project.

## **1. PROJECT**

The purpose of this request for proposals is to identify a consultant to study the impacts of some of the downtown Palmetto Bay street closures on the surrounding roadway network and intersections based on the new design being planned for Downtown Redevelopment Task Force (DRTF) preliminary project area.

The consultant's role will be to identify potentially significant traffic impacts, possible mitigation measures for those impacts, evaluate any changes to the circulation network proposed by a high density residential development along SW 97<sup>th</sup> Avenue between Hibiscus Street and SW 184<sup>th</sup> Street and evaluate how the DRTF project will affect traffic operations, turn movements permitted to and from the various sites to be developed, locations of nearby traffic signals, and proposed roadway closures.

## **2. SCOPE OF WORK FOR TRAFFIC ENGINEERING SERVICES:**

The scope for this study is to perform a traffic impact analysis (TIA) to analyze and evaluate the impacts of the proposed closure and rerouting of traffic on the surrounding roadway network based on the proposed design as detailed in Exhibit A and B (provided by Village). The traffic impact study will analyze proposed road closures, relocation of signalized intersections, existing conditions, traffic flow modifications and proposed traffic circles at multiple intersections. The traffic study analysis will assume the following:

### **A. Road closures:**

1. SW 175<sup>th</sup> Terrace, between NB US-1 to Perrine Avenue
2. SW 98<sup>th</sup> Avenue Road between Hibiscus Street and Indigo Street
3. Indigo Street, west of NB lanes of US-1
4. Wayne Avenue, west of NB lanes of US-1



5. SW 181<sup>th</sup> Street, east of SW 97<sup>th</sup> Avenue
6. SW 182<sup>nd</sup> Street, east and west of 97<sup>th</sup> Avenue
7. SW 183<sup>rd</sup> Street, east and west of 97<sup>th</sup> Avenue

**B. Proposed traffic circles at the intersections of:**

1. SW 174<sup>th</sup> Street and SW 97<sup>th</sup> Avenue
2. SW 181<sup>st</sup> Terrace and SW 97<sup>th</sup> Avenue
3. E. Hibiscus Street and SW 97<sup>th</sup> Avenue
4. SW 184<sup>th</sup> Street and SW 97<sup>th</sup> Avenue

The study will provide recommendations on the best traffic flow options and on street parking configurations for the proposed DRTF preliminary project area. The project as located has twelve (12) intersections and thirteen (13) roadway links surrounding the DRTF Preliminary Project area.

**C. Traffic Counts**

- I. Turning Movement Counts: Six-hour intersection turning movement counts (AM, MD and PM peak periods) will be performed at the following intersections:

1. SW 184<sup>th</sup> Street and 97<sup>th</sup> Avenue
2. SW 181<sup>st</sup> Terrace and 97<sup>th</sup> Avenue
3. Hibiscus Street and SW 97<sup>th</sup> Avenue
4. SW 174<sup>th</sup> Street at 97<sup>th</sup> Avenue
5. SW 180<sup>th</sup> Street and 97<sup>th</sup> Avenue
6. SW 184<sup>th</sup> Street and SW 95<sup>th</sup> Court
7. SW 184<sup>th</sup> Street and SW 98<sup>th</sup> Avenue
8. SW 184<sup>th</sup> Street and NB US-1
9. US-1 NB/ E. Evergreen Street and SW 97<sup>th</sup> Avenue
10. US-1 NB at SW 174<sup>th</sup> Street
11. US-1 NB and Wayne Avenue
12. US-1 NB and Indigo Street

Note: Traffic movement counts will be obtained at each intersection for the following peak hour periods:

- i. 7:00 – 9:00 AM, 11:00 AM – 1:00 PM and 4:00 – 6:00 PM
- II. Bi-directional approach counts will be taken for a period of 24-hours, with breakdowns in intervals of 15-minutes at the following locations:
1. 183<sup>rd</sup> Street, east of 97<sup>th</sup> Avenue
  2. 183<sup>rd</sup> Street, west of 97<sup>th</sup> Avenue
  3. 182<sup>nd</sup> Street, east 97<sup>th</sup> Avenue
  4. 182<sup>nd</sup> Street, west of 97<sup>th</sup> Avenue



5. 181<sup>st</sup> Street, east of 97<sup>th</sup> Avenue
6. Wayne Avenue, west of US 1
7. Datura Street, between US-1 NB and SW 97<sup>th</sup> Avenue
8. Indigo Street, west of US 1
9. Fern Street, between US-1 NB and US-1 SB
10. SW 98<sup>th</sup> Avenue Road, between Hibiscus Street & Indigo Street
11. SW 175<sup>th</sup> Terrace, between US 1 and 97<sup>th</sup> Avenue
12. 97<sup>th</sup> Avenue, between Evergreen Street & Hibiscus Street
13. 97<sup>th</sup> Avenue, between Hibiscus Street & Wayne Avenue
14. 97<sup>th</sup> Avenue, between Wayne Street & 184<sup>th</sup> Street
15. SW 98<sup>th</sup> Avenue, between 181<sup>st</sup> Terrace & 184<sup>th</sup> Street

Note: All traffic data count locations were determined by Village of Palmetto Bay staff (Exhibit A & B) and provided to consultant. In the event that additional traffic data count locations are requested or required by any stakeholding agency, an Additional Services Agreement may be required.

#### **D. Field Inventory**

The consultant will also perform an existing conditions inventory to collect existing roadway geometry, existing traffic signal equipment, and existing parking inventory around the square. These inventories will be used to establish geometry parameters needed to develop a traffic model. The parking inventory around the square will be utilized to evaluate the impacts of the proposed project on parking.

#### **E. Project Deliverables**

The consultant will provide a Traffic Impact Analysis report with recommendations on the scenario that has a lesser impact on traffic flow. The study report will also provide a recommendation on parking. The study report will include narratives for each of the following sections:

1. Introduction
2. Roadway Features and Traffic Characteristics
3. Traffic Data
4. Traffic Circulation
5. Traffic Analysis
6. Parking
7. Conclusion
8. Recommendations
9. Appendix
10. Currency from MDPWD and FDOT

Note: Concurrency from MDC and FDOT on the Traffic Impact Study is required before report can be accepted as final. A timeline for study milestones is shown under Section 6 of proposal.



Note: Village shall provide all proposed site data, including but not limited to proposed land uses by location, proposed land use magnitude by location, proposed roadway network and opening year.

### **3. CONTRACT SUM**

For the services performed under paragraph 2, the Client will pay the Engineer the lump sum fee of **(\$ 39,725.00)** payable as follows. Any additional services will be negotiated as needed.

### **4. PAYMENTS**

Subsequent progress payments of the above lump sum fees shall apply and invoice monthly in proportion to the services performed.

Should the client wish us to provide and/or negotiate with third parties, any of the aforementioned services or any other additional work not included in this proposal under the Scope of Work, we will provide it on a Time Charge plus Expenses basis, computed as the sum the following:

- Negotiated Rates, under RFQ 2013-PW-100
- Non-Salary expenses times a multiplier of 1.05

Non-Salary expenses include such typical expenses as cost of: transportation and subsistence; toll telephone calls and telegraph; printing and reproduction; computer time and programming costs; identifiable supplies; subcontract services such as: surveys, subsurface investigation and testing by commercial laboratories.

### **5. CLIENT RESPONSIBILITIES**

Provide access to and make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform his work under this proposal.

Place at the disposal of the Engineer all available information pertinent to the project upon which the Engineer can rely, including previous reports and any other data related to the design and construction of the project.

Designate a person to act as the Client's representative with respect to the work to be performed, such person to have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the work covered by this proposal.



**6. SCHEDULE & DELIVERIES**

A "signed and sealed" Traffic Impact Analysis documenting the results of the study will be submitted, as detailed in the scope of services. The Engineer has neither jurisdiction nor control over the regulatory agencies and their plans review process, therefore the Engineer shall not be liable for the delays created by said agencies\*.

|  |                |
|--|----------------|
| Data Collection –                      | 3 weeks        |
| Draft Report –                         | 4 weeks        |
| Village of Palmetto Bay Staff Review - | 1 week         |
| FDOT/MDPDW Draft Review –              | 1 week*        |
| Final Report -                         | 1 weeks        |
| Village of Palmetto Bay Staff Review - | 1 week         |
| FDOT/MDPDW Final Review –              | <u>1 week*</u> |
| Total                                  | 12 weeks       |

Village Council Presentation for acceptance will be scheduled at staff request.

**7. ACCEPTANCE**

The return of an executed copy of this proposal would constitute our authorization to proceed.

Very truly yours

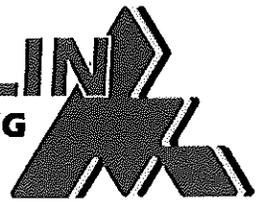
**MARLIN ENGINEERING, INC.**

James E. Spinks III, PE, PTOE  
Vice President  
Planning Manager of South Florida

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Downtown Redevelopment Task Force (DRTF) Traffic Impact Analysis (TIA) Study  
 Village of Palmetto Bay  
 Fee Proposal

| TASK                           | Marlin Engineering, Inc. |                 |                 |                  |                    |                |           |                |                        |   |               |                     | Sub-total Hours |
|--------------------------------|--------------------------|-----------------|-----------------|------------------|--------------------|----------------|-----------|----------------|------------------------|---|---------------|---------------------|-----------------|
|                                | Chief Engineer           | Project Manager | Senior Engineer | Project Engineer | Engineering Intern | Senior Planner | Planner   | GIS Specialist | Engineering Technician | CADD Specialist   | CEI Inspector | Specialist          |                 |
|                                | \$ 165.00                | \$ 145.00       | \$ 135.00       | \$ 125.00        | \$ 110.00          | \$ 125.00      | \$ 110.00 | \$ 80.00       | \$ 80.00               | \$ 90.00  | \$ 100.00     | \$ 135.00           |                 |
| Scope Development              |                          | 2.00            |                 |                  |                    |                |           |                |                        |   |               |                     | 2.00            |
| Field Review (AM, MD, PM)      |                          |                 | 8.00            |                  | 8.00               |                |           |                |                        |   |               |                     | 16.00           |
| Field Inventory                |                          |                 |                 |                  |                    |                |           |                | 8.00                   |   |               |                     | 8.00            |
| Existing Condition Analysis    |                          | 1.00            | 4.00            |                  | 40.00              |                |           |                | 4.00                   |   |               |                     | 49.00           |
| Trip Generation                |                          |                 |                 |                  | 2.00               |                |           |                |                        |   |               |                     | 2.00            |
| Trip Distribution & Assignment |                          |                 | 1.00            |                  | 8.00               |                |           |                |                        |   |               |                     | 9.00            |
| Future Conditions Analysis     |                          | 1.00            | 4.00            |                  | 56.00              |                |           |                |                        |   |               |                     | 61.00           |
| Parking Analysis               |                          | 1.00            | 8.00            |                  | 16.00              |                |           |                | 4.00                   |   |               |                     | 29.00           |
| Circulation Analysis           |                          | 1.00            | 8.00            |                  | 16.00              |                |           |                |                        |   |               |                     | 25.00           |
| Draft Report                   |                          | 1.00            |                 | 40.00            |                    |                |           |                | 6.00                   |   |               |                     | 47.00           |
| Final Report                   |                          | 1.00            |                 | 24.00            |                    |                |           |                | 2.00                   |   |               |                     | 27.00           |
| MDC & FDOT Concurrency         |                          |                 | 8.00            |                  |                    |                |           |                |                        |   |               |                     | 8.00            |
| Total Hours                    | 0.0                      | 8.0             | 41.0            | 64.0             | 146.0              | 0.0            | 0.0       | 0.0            | 24.0                   | 0.0   | 0.0           | 0.0                 | 283.0           |
| Sub-Total                      | \$ -                     | \$ 1,160.00     | \$ 5,535.00     | \$ 8,000.00      | \$ 16,060.00       | \$ -           | \$ -      | \$ -           | \$ 1,920.00            | \$ -  | \$ -          | \$ -                | \$ 32,675.00    |
| Direct Expenses:               |                          |                 |                 |                  |                    |                |           |                |                        |   |               |                     |                 |
|                                |                          |                 |                 |                  |                    |                |           |                |                        | Fee   | Quantity      |                     |                 |
|                                |                          |                 |                 |                  |                    |                |           |                |                        | 2-Person Six-Hour Turning Movement Counts (7-9 AM, 11-1 PM, 4-6 PM) | \$450.00      | 6.00                | \$ 2,700.00     |
|                                |                          |                 |                 |                  |                    |                |           |                |                        | 1-Person Six-Hour Turning Movement Counts (7-9 AM, 11-1 PM, 4-6 PM) | \$350.00      | 6.00                | \$ 2,100.00     |
|                                |                          |                 |                 |                  |                    |                |           |                |                        | 24-Hour Approach Counts (with speed)                                | \$150.00      | 15.00               | \$ 2,250.00     |
| Sub-Total Expenses:            |                          |                 |                 |                  |                    |                |           |                |                        |   |               | \$ 7,050.00         |                 |
| <b>TOTAL COST</b>              |                          |                 |                 |                  |                    |                |           |                |                        |   |               | <b>\$ 39,725.00</b> |                 |



# Exhibit A & B

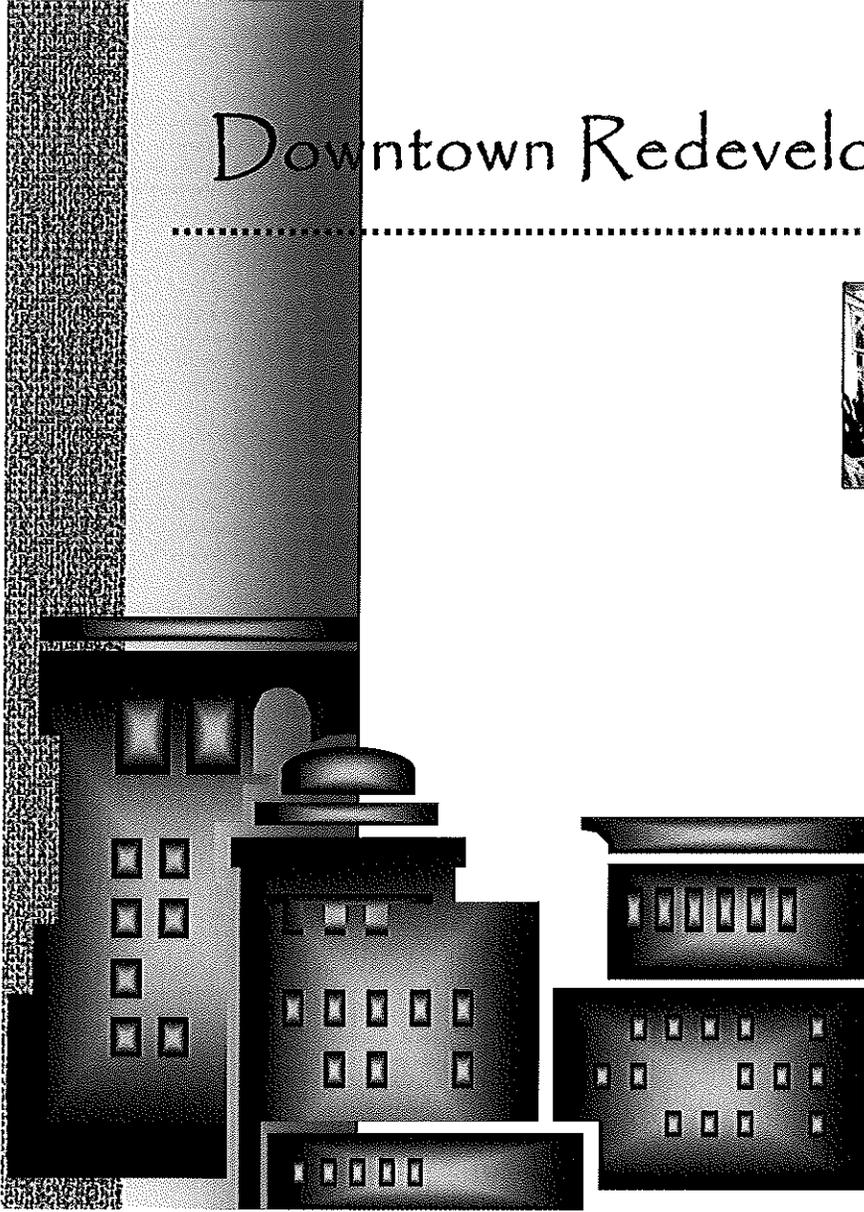
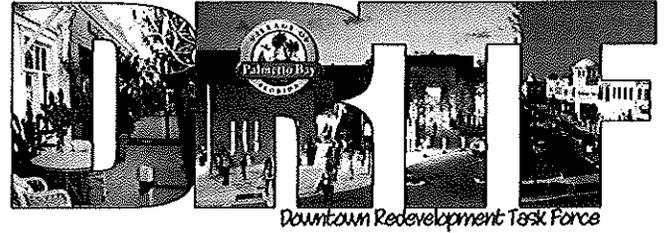
(Provided by Village of Palmetto Bay)





# Downtown Redevelopment Task Force

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Vision Statement and its  
Components

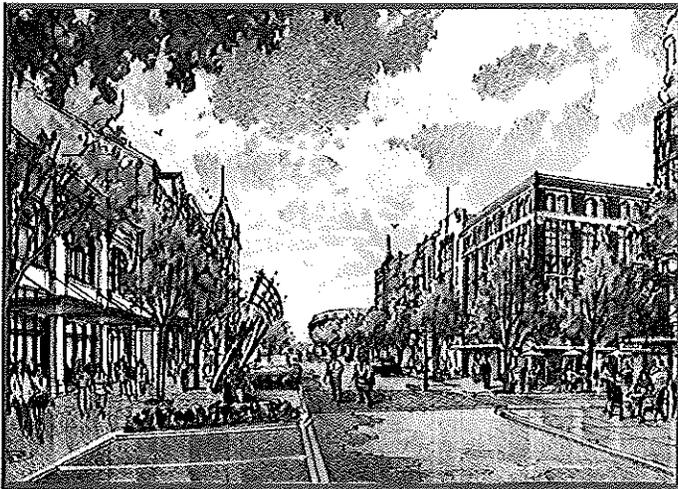
Village of Palmetto Bay  
Florida

*IDENTIFIED QUALITIES AND COMPONENTS*

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- MIXED-USE
- INVITING
- COMMUNITY
- TRANSPORTATION OPTIONS
- PEDESTRIAN-FRIENDLY
- ADEQUATE PARKING
- DESTINATION
- APPEALING
- SAFE & SECURE
- VIBRANT

Below are visual representations for each of the qualities and components of a downtown district that were proposed by the DRTF members, along with a short description of their advantage as related to the project.



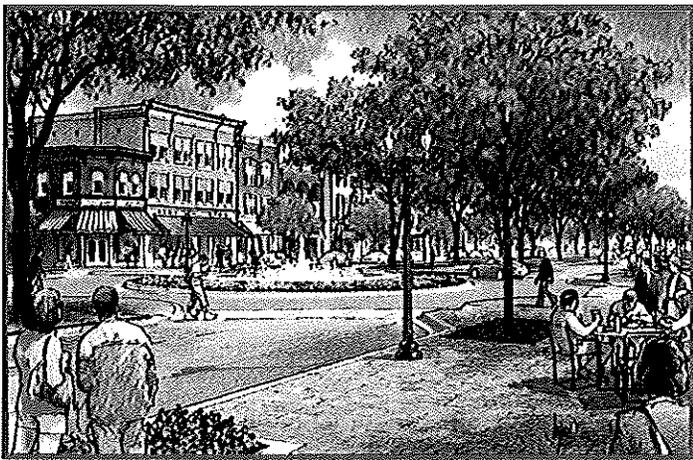
Long Island, NY

Mixed-use: provides for a mix of residential, office & retail components in close proximity to one another, creating a synergy between all three components.



Napa Valley, CA

**Inviting:** creates an environment that encourages people to visit and gather, ultimately becoming a destination of choice.



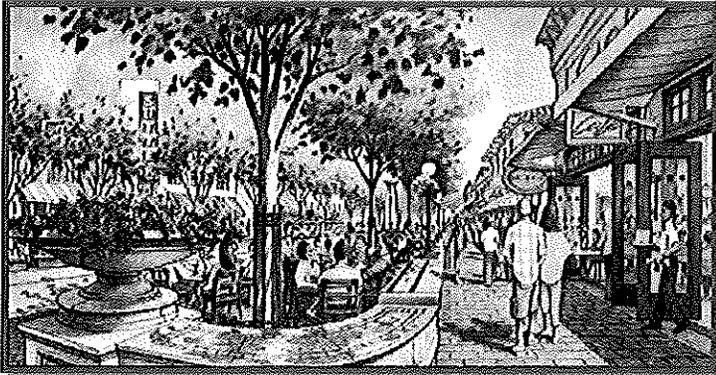
Goldsboro, NC

**Community:** provides for a place for friendly and frequent interaction between people which in turn promotes a sense of pride.



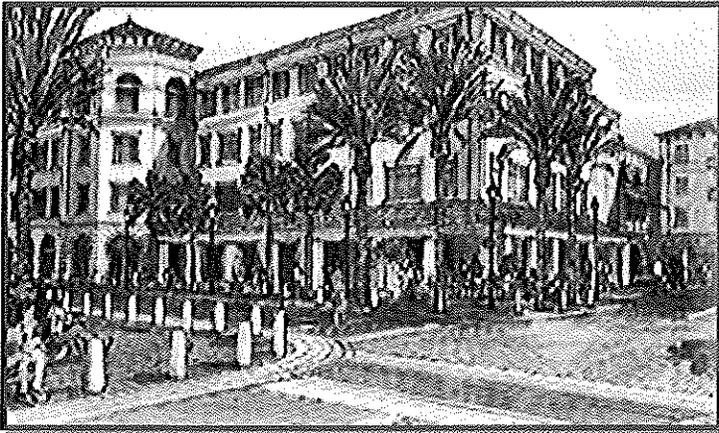
Springfield, OH

Transportation Options: encourages use of alternative modes of travel.



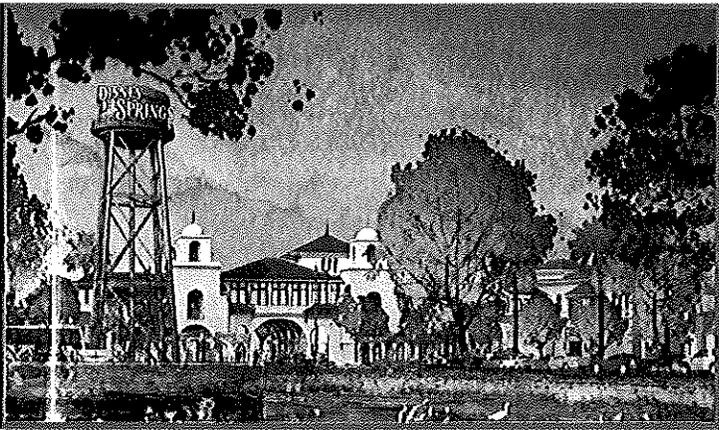
Yuba, CA

Pedestrian-friendly: encourages people to walk and enjoy the area.



Miramar, FL

Adequate Parking: strategically located, provides a means of parking for visitors and residents that is convenient, functional and supports the vitality of the area.



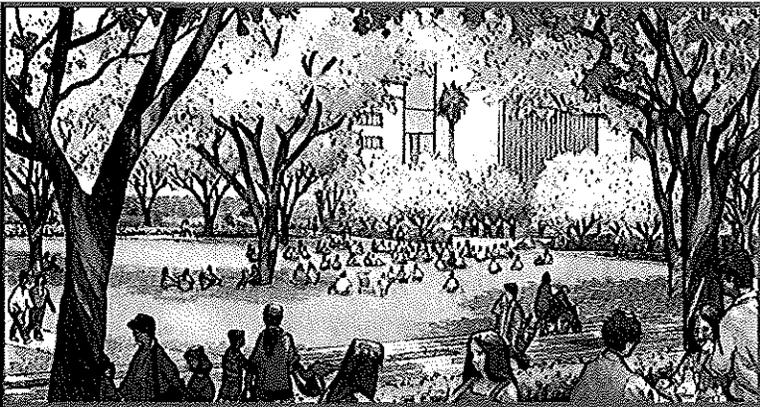
Orlando, FL

Destination: synonymous with a location that provides a variety of services that residents and visitors are interested in resulting in frequent visits.



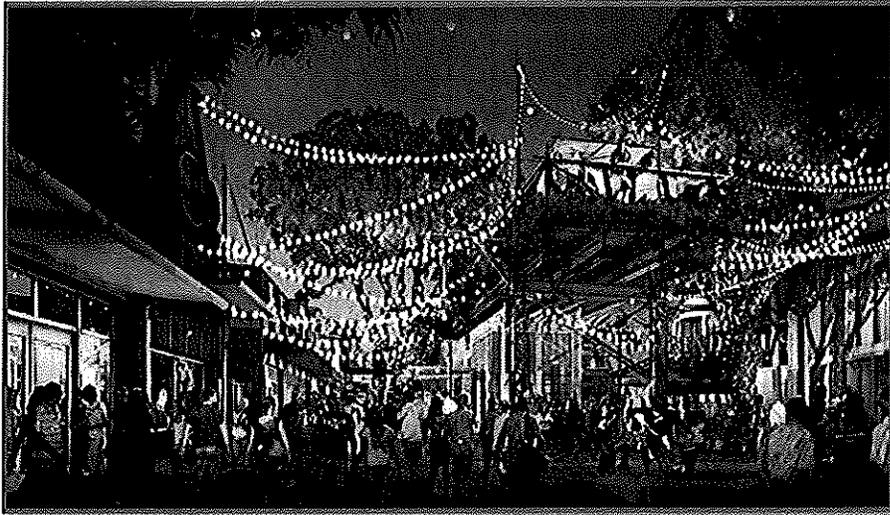
Vallejo, CA

Appealing: aesthetically pleasing design that will visually attract people to the area.



Los Angeles, CA

Safe & Secure: provides for a location where people feel at ease to visit.



Orlando, FL

Vibrant: creates an environment that feels happy, alive and is defined by human interactions; also promotes financial stability.

**Vision Statement:**

To redevelop Palmetto Bay's downtown district into a vibrant and inviting work-live-play community.

**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 6<sup>th</sup> day of May, 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> |

**FILE COPY**

**CONTINUING SERVICES**

**A G R E E M E N T**

**Between**

**VILLAGE OF PALMETTO BAY, FLORIDA**

**And**

**Marlin Engineering, Inc.**

CONTINUING SERVICES

A G R E E M E N T

FILE COPY

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Marlin Engineering, Inc.

**THIS AGREEMENT** is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and Marlin Engineering, Inc. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the "consultant "), whose place of business is 2191 NW 97<sup>TH</sup> Avenue, Doral, FL 33172.

**WHEREAS**, pursuant to section 287.055, Florida Statutes, the village requested qualifications from qualified engineers and selected the consultant to provide professional *Transportation Planning and Engineering* services; and

**WHEREAS**, the consultant is willing and able to perform such professional, services for the village within the basic terms and conditions set forth in this agreement (hereinafter referred to as "continuing services agreement or agreement"); and

**WHEREAS**, the purpose of this continuing services agreement is not to authorize the consultant to perform a specific project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the village and consultant agree as follows:

**SECTION 1. DEFINITIONS**

The following definitions and references are given for the purpose of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the village for the consultant's professional services for a specific project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the project. reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the specific project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and subconsultant's fees.

1.3 **Specific Project Agreement or Project Agreement:** an agreement to provide services for a particular project.

1.4 **Subconsultant Fee:** the direct and actual cost of the subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.5 **Travel Expenses:** is a reimburseable expense and provides reimbursement entitlement to consultant for: actual mileage at 50¢ per mile, meals and lodging expenses incurred directly for the specific project for travel outside of Miami-Dade County. No overnight travel or out-of-town travel outside of Miami-Dade County shall be reimbursed unless the consultant has secured advance written authorization for such travel from the village manager. Reimbursement for authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this agreement as though set forth in full.

## **SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES**

2.1 In accordance with the Consultants' Competitive Negotiation Act, the consultant may provide professional services to the village for specific projects as authorized from time to time by either the village council or village manager as authorized by subsection 2.6. The services shall be for the following types of projects or similar disciplines:<sup>1</sup>

- a. NPDES Permitting and stormwater management;
- b. Drainage facilities;
- c. Road construction and maintenance;
- d. Civil Engineering;
- e. GIS Mapping assistance;
- f. Utility infrastructure evaluation and review;
- g. Plat and site plan review;
- h. Park and park land development;
- i. Environmental engineering;
- j. Surveying;
- k. Project management;
- l. Opinion of probable cost of construction; and
- m. Public Works permitting and inspections.

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<sup>1</sup> The disciplines listed below are more extensively defined and identified in RFQ \_\_\_\_\_ Section 2.2 Scope of Services; which RFQ is incorporated by reference as exhibit C to this contract.

2.2 When the need for services for a specific project occurs, the village manager may, enter into negotiations with the consultant for that specific project under the terms and conditions of this agreement. The village shall initiate said negotiations by providing the consultant with a "Scope of Services Request," requesting from the consultant a proposal to provide professional services for the specific project. The consultant shall prepare a proposal which includes those subjects specified in subsection 2.3 (a) through (g). The village manager and consultant shall negotiate the terms of the specific project in accordance with the provisions of subsection 2.3.

2.3 The village and consultant shall utilize as the agreement for each specific project a standard project agreement ("project agreement"), a copy of which is attached and incorporated into this agreement as Exhibit "A". Each supplemental agreement for a specific project will, by mutual agreement, set forth, among other things, the following:

- a. The Scope of Services;
- b. The Deliverables;
- c. The Time and Schedule of Performance and Term;
- d. The amount of Compensation;
- e. The Personnel assigned to the specific project;
- f. Any additional contractual requirements of section 287.055, Florida Statutes, for consultant agreements; and
- g. Any modifications to the project agreement, if mutually agreed upon by the parties.

2.4 When required and in lieu of a lump sum compensation package, the consultant shall charge the village for professional services at those hourly fees as specified in Exhibit "B." The project agreement shall specify that the consultant's services shall be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval.

2.5 The professional services to be rendered by the consultant shall commence subsequent to the execution of each project agreement. Performance of work by consultant prior to execution of a project agreement shall be at consultant's sole risk.

2.6 The Village Manager is authorized to negotiate and execute a project agreement for projects in which the consultants' services do not exceed \$25,000.00.

2.7 The Contract Documents for each specific project shall incorporate this continuing services agreement. In the event that any of the terms or conditions of this agreement conflict with the project agreement, the provisions of the project agreement shall apply.

### **SECTION 3. TERM/TERMINATION**

3.1 **Term of Agreement.** This continuing agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to section 3.2 or other applicable sections of this agreement. Each project agreement shall specify the period of service agreed to by the village and consultant for services to be rendered under the project agreement. There should be a term limit, two year, with two one year renewals, upon prior approval of the village manager.

3.2 **Termination For Convenience.** The village may terminate this agreement for convenience at any time by giving 30 days notice in writing to the consultant. The consultant will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Consultant will be permitted to complete on-going investigations and shall be paid for all satisfactory work completed. The village shall not be liable for future profits or losses. In the event that the village improperly terminates the agreement for default under paragraph 3.3, the termination shall be deemed a termination for convenience under this paragraph.

3.3 **Termination For Default.** Either party may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this agreement by the other party, which has not been cured within 10 days from the date of receipt of written notice of breach from the party seeking termination. Termination shall be effective as of the end of the notice period in the case of any uncured material breach. Consultant may terminate this agreement prior to the expiration of the initial term or any subsequent renewal term upon not less than 10-days prior written notice to the village in the event that consultant is unable to complete the services identified in section 2 due to causes beyond consultant's control. The village shall have no liability to the consultant for future profits or losses in the event of termination for default. The rights and remedies of the village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Should consultant provide the village with written notice of cancellation of agreement, consultant will be required to refund a pro-rata share of the compensation identified in section 2.

3.4 **Termination for Delay.** If the project is suspended or the consultant's services are delayed by the village for more than 30 consecutive days, the consultant may terminate this agreement by giving not less than 10 days written notice. The liability of the village upon termination by the consultant for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by consultant to the time of termination by consultant. The village shall not be liable for future profits or losses.

3.5 **Termination for Lack of Funds.** Notwithstanding any other provisions of the agreement, if the funds anticipated by the village for the for the payment of work under this agreement are at any time not forthcoming, through the failure of the village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the village shall have the right to terminate the agreement without penalty by giving not less than 10 days written notice of the lack of available funding.

3.5.1 In the event the village declines to appropriate funds for payment of the agreement for future fiscal years, consultant shall be paid for work performed under the agreement with funds that are appropriated for the current fiscal year. The liability of the village to consultant shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

3.5.2 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the village to consultant shall be limited to payment for services when payment is received by the village from the county, state or federal authority. The village shall submit all required documents requesting payment within a reasonable time. The village shall not be liable to consultant for work performed in the event that payment is not received by the village from a county, state or federal funding authority. This is a pay-when-paid clause.

3.6 **Effect on Project Agreement** – Nothing in this section shall be construed to create a right by either party to terminate any ongoing project agreement(s). Termination of a project agreement shall be exclusively through the termination provisions of the specific project agreement.

3.7 **Non-Exclusive Agreement** - Notwithstanding the provisions of subsection 3.1, the village manager may issue requests for proposals for this professional discipline at any time and may utilize the services of any other consultants retained by the village under similar continuing services agreements. Nothing in this agreement shall be construed to give the consultant a right to perform services for a specific project.

#### **SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

4.1 **Changes Permitted.** The village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work. Changes in the scope of services of a project agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the village by change order without invalidating the project agreement.

4.2 **Change Order Defined.** Change order shall mean a written order to the consultant executed by the village, issued after execution of a project agreement, authorizing and directing a change in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The contract price and/or the contract time may be changed only by change order.

4.3 **Effect of Executed Change Order.** The execution of a change order by the village and the consultant shall constitute conclusive evidence of the consultant's agreement to the ordered changes in the scope of services or an adjustment in the contract price or the contract time, or any combination thereof. The consultant, by executing the change order, waives and forever releases any claim against the village for additional time or compensation for matters relating to or arising out of or resulting from the services included within or affected by the executed change order.

4.4 **Authority to Execute Changes or Requests for Additional Services.** The village manager is authorized to negotiate and execute change orders, in an amount not to exceed \$25,000.00 per contract. Changes, which exceed \$25,000.00, shall be approved by the village council.

#### **SECTION 5. NO DAMAGES FOR DELAY CLAUSE**

5.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the village by reason of any delays. The consultant shall not be entitled to an increase in the agreement sum or payment of compensation of any kind from the village for direct, indirect, consequential, impact, mobilization, demobilization, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the consultant for hindrances or delays due solely to fraud, bad faith or active interference on the part of the village or its agents. Otherwise, the consultant shall be entitled only to extension of the agreement time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

#### **SECTION 6. RIGHT TO WITHHOLD**

6.1 If work under this agreement is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the consultant, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the sums in the manner as the village may deem proper to secure itself or to satisfy the claims. The village will provide consultant with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.

## **SECTION 7. INTEREST PAYMENTS**

7.1 The village shall make payment to consultant within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by section 218.74, Florida Statutes.

7.2 Consultant shall not be entitled to any carrying charges or finance fees due to late payment by the village.

## **SECTION 8. SURVIVAL OF PROVISIONS**

8.1 Any terms or conditions of either this agreement or any subsequent project agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

## **SECTION 9. VILLAGE'S RESPONSIBILITIES**

9.1 Assist consultant by placing at its disposal all available information as may be requested in writing by the consultant and allow reasonable access to all pertinent information relating to the services to be performed by consultant.

9.2 Furnish to consultant, at the consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by consultant, in possession of the village.

9.3 Arrange for access to and make all provisions for consultant to enter upon public property as required for consultant to perform services.

## **SECTION 10. CODE OF ETHICS**

10.1 The code of ethics of the Florida Engineering Society shall be incorporated in this agreement by this reference.

10.2 Consultant warrants and represents that its employees will abide by the Conflict of Interest and Code of Ethics Ordinances set forth section 2-11.1 of the Miami-Dade County Code, and village code, as these codes may be amended from time to time.

## **SECTION 11. POLICY OF NON-DISCRIMINATION/WAGES**

11.1 The consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in performing under this agreement.

11.2 The consultant shall comply with the wage provisions of section 287.055, Florida Statutes. If the project is subject to federal or state grant funding that requires specific wage and non-discrimination provisions, the consultant shall be required to comply with applicant grant requirements.

## **SECTION 12. OWNERSHIP OF DOCUMENTS/DELIVERABLES**

12.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the village or furnished by the consultant pursuant to any project agreement, shall become the property of the village, whether the project for which they are made is completed or not, and shall be delivered by consultant to the village within five calendar days after receipt of written notice requesting delivery of said documents or digital files. The consultant shall have the right to keep one record set of the documents upon completion of the project, however, in no event shall the consultant, without the village's prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

12.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the consultant for each specific project shall provide that all documents and rights obtained by virtue of the subcontracts shall become the property of the village.

12.3 All final plans and documents prepared by the consultant shall bear the endorsement and seal of a person duly registered as a professional engineer, architect, landscape architect, professional geologist, or land surveyor, as appropriate, in the State of Florida and date approved and/or sealed. Consultant shall within three business days of ascertaining or determining that the registered professional engineer, landscape architect, professional geologist or land surveyor is no longer affiliated with consultant or barred from practicing under his/her license, shall notify village of the event and obtain the services of another, duly qualified and registered professional.

### **SECTION 13. RECORDS/AUDITS**

13.1 Consultant shall maintain and require subconsultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the specific project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the village manager or any authorized village representative with reasonable notice and shall be kept for a period of three years after the completion of each project agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the village of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the village.

13.2 The consultant shall comply with Chapter 119, Florida Statutes, as applicable.

13.3 Refusal of the consultant to comply with these provisions shall be grounds for immediate termination for cause by the village of this agreement or any project agreement.

### **SECTION 14. NO CONTINGENT FEE**

14.1 Consultant warrants that it has not employed or retained any company 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, company, corporation, individual or firm, other than a bona fide employee working solely for consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. In the event the consultant violates this provision, the village shall have the right to terminate this agreement or any project agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### **SECTION 15. INDEPENDENT CONTRACTOR**

15.1 The consultant is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer – employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the consultant.

## **SECTION 16. ASSIGNMENT; AMENDMENTS**

16.1 This agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by consultant, without the prior written consent of the village.

16.2 No modification, amendment or alteration in the terms or conditions of this agreement shall be effective unless contained in a written document executed with the same formality as this agreement.

## **SECTION 17. INDEMNIFICATION/HOLD HARMLESS**

17.1 The village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the consultant or its subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the consultant, the village in no way assumes responsibility or liability for the acts, errors or omissions of the consultant or subcontractors.

17.2 The consultant shall not commence work under this agreement until it has obtained all insurance required by the village. The consultant shall defend, indemnify and hold the village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the consultant, or the consultant's subcontractors, suppliers and laborers incident to the performance of the consultant's services under this agreement. The consultant shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.

17.3 Pursuant to section 725.08, Florida Statutes, the consultant shall indemnify and hold harmless the village and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant or any persons employed or utilized by the consultant in the performance of this or any project agreement.

## **SECTION 18. INSURANCE**

18.1 The consultant shall secure and maintain throughout the duration of this agreement and any project agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the village against hazards or risks of loss as specified below. The insurance coverages shall include a minimum of:

- A. Professional Liability Insurance in the amount of \$1,000,000.00 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all

sums which the consultant shall become legally obligated to pay as damages for claims arising out of the services performed by the consultant or any person employed by him in connection with this agreement. This insurance shall be maintained for three years after completion of the construction and acceptance of any project covered by this agreement. However, the consultant may purchase Specific Project Professional Liability Insurance which is also acceptable.

B. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name village as additional insured and shall reflect the hold harmless provision contained herein. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

C. Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes, as presently written or hereafter amended, and applicable federal law. The policies must include Employer's Liability with minimum limits of \$500,000 per accident.

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

18.3 All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida and have agents upon whom service of process may be made in the State of Florida.

18.4 The consultant shall furnish certificates of insurance to the village prior to the commencement of operations. The certificates shall clearly indicate that the consultant has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the village.

18.5 The village is to be specifically included as an additional insured for the liability of the village resulting from operations performed by or on behalf of consultant in performance of this or any project agreement. Consultant's insurance, including that applicable to the village as an additional insured, shall apply on a primary basis and any other insurance maintained by the village shall be in excess of and shall not contribute to consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

18.6 Prior to the execution of this agreement, consultant shall provide the village manager with evidence of insurability from the consultant's insurance carrier or a certificate of insurance. Prior to execution of any project agreement, the consultant shall provide to the village manager, certificates of insurance evidencing the required insurance coverages. The certificates of insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any project agreement and shall state that such insurance is as required by this and any project agreement. The village reserves the right to require the consultant to provide a certified copy of such policies, upon written request by the village. If a policy is due to expire prior to the completion of the services, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than 30 days' written notice shall be provided to the village before any policy or coverage is cancelled or restricted. Acceptance of the certificate(s) is subject to approval of the village manager.

18.7 Compliance with the foregoing requirements shall not relieve the consultant of its liability and obligations under this agreement.

18.8 All deductibles or self-insured retentions must be declared to and be approved by the village manager. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim. The village manager may require the consultant, as a condition of execution of a particular project agreement, to provide a bond or other monetary consideration to cover the consultants' deductible for professional liability insurance.

## **SECTION 19. REPRESENTATIVE OF VILLAGE AND CONSULTANT**

19.1 **Village Representative.** It is recognized that questions in the day-to-day conduct of this agreement will arise. The village designates the Director of Public Work, as the person to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

19.2 **Consultant Representative.** Consultant shall inform the village representative, in writing, of the representative of the consultant to whom all communications pertaining to the day-to-day conduct of this agreement shall be addressed.

**SECTION 20. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL**

20.1 The village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, 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.

20.2 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.

**SECTION 21. MEDIATION**

21.1 Any claim or dispute arising out of or related to this agreement shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.

21.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

21.3 Agreements reached in mediation shall be enforceable as settlement agreements in the circuit court for the 11<sup>th</sup> judicial circuit for the State of Florida.

**SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED**

22.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the agreement shall be predicated upon any prior representations or agreements whether oral or written.

**SECTION 23. CONSULTANT'S RESPONSIBILITIES**

23.1 The consultant and any and all drawings, plans, specifications, or other construction or contract documents prepared by the consultant shall be accurate, coordinated and adequate for construction and shall comply with all applicable village codes, state and federal laws, rules and regulations.

23.2 The consultant shall exercise the same degree of care, skill and diligence in the performance of the services for each project agreement as is ordinarily provided by a

professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any project agreement or the construction of the project for which the consultant has provided engineering, architectural landscape architectural, surveying or mapping services under a prior project agreement, it is determined that the consultant's documents are incorrect, defective or fail to conform to the Scope of Services of the particular project, upon written notification from the village, the consultant shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the village for any other services and expenses made necessary thereby, save and expect any costs and expenses which the village would have otherwise paid absent the consultant's error or omission. The village's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this agreement, the project agreement, by law, equity or otherwise.

23.3 The consultant's obligations under this section of this agreement shall survive termination of this agreement or any project agreement.

#### **SECTION 24. SUBCONSULTANTS**

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

24.2 The consultant shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the village; provided, however, that claims for money by the consultant from the village under this agreement 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.

24.3 In the event the consultant requires the services of any subconsultants or other professional associates in connection with services covered by any project agreement, the consultant must secure the prior written approval of the village manager. The consultant shall utilize his/her best efforts to utilize subconsultants where principal place of business is located within the Village of Palmetto Bay, Florida.

24.4 Any subcontract with a subconsultant shall afford to the consultant rights against the subconsultant which correspond to those rights afforded to the village against the consultant herein, including but not limited to those rights of termination as set forth herein.

24.5 No reimbursement shall be made to the consultant for any subconsultants that have not been previously approved by the village for use by the consultant.

24.6 The consultant, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

## **SECTION 25. NOTICES**

25.1 Whenever either party desires to give notice to the other, it must be given by hand delivery, facsimile, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice and identified the following persons as the contracting officers:

### **FOR CONSULTANT:**

Marlin Engineering, Inc.  
2191 NW 97<sup>TH</sup> Avenue  
Doral, FL 33172  
Telephone: (305) 477-7575  
Facsimile: (305) 477-7590

### **FOR VILLAGE:**

Village of Palmetto Bay  
Attention: Corrice E. Patterson, Director of Public Works  
9495 SW 180<sup>TH</sup> Street  
Palmetto Bay, Florida 33157  
Telephone: (305) 969-5011  
Facsimile: (305) 969-5091

## **SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE**

26.1 Signature of this agreement by consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this agreement or any project agreement are accurate, complete, and current at the time of contracting. Each project agreement's contract prices and any additions shall be adjusted to exclude any significant sums by which the village determines the project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual

unit costs. All such adjustments shall be made within one year following the end of each project agreement.

#### **SECTION 27. CONSENT TO JURISDICTION**

27.1 The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this agreement or any project agreement. Venue of any action to enforce this agreement or any project agreement shall be in Miami-Dade County, Florida.

#### **SECTION 28. GOVERNING LAW**

28.1 This agreement and any project agreement shall be construed in accordance with and governed by the laws of the State of Florida.

#### **SECTION 29. HEADINGS**

29.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this agreement.

#### **SECTION 30. EXHIBITS**

30.1 Each Exhibit referred to in this agreement forms an essential part of this agreement. The Exhibits if not physically attached, should be treated as part of this agreement, and are incorporated by reference.

#### **SECTION 31. SEVERABILITY**

31.1 If any provision of this agreement or any project agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### **SECTION 32. COUNTERPARTS**

32.1 This agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

#### **SECTION 33. WARRANTY OF AUTHORITY**

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

**SECTION 34. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY**

34.1 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 agreement to consultant.

34.2 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this agreement in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

34.3 A violation of this paragraph will result in the termination of the agreement and forfeiture of funds paid, or to be paid, to the consultant.

**IN WITNESS WHEREOF**, the parties execute this agreement on the respective dates under each signature: The village, signing by and through its village manager, attested to by its village clerk, duly authorized to execute same and by consultant by and through its assistant secretary, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

Melissa J. Alexander  
Village Clerk

By: CEP Ron E. Williams  
Ron E. Williams, Village Manager

Date: 6-20-13

APPROVED AS TO FORM:

Joe A. Bank  
Village Attorney

ATTEST:

Marlin Engineering, Inc.

By: Ramon Soria  
Ramon Soria, P.E.  
President

Date: 5/21/2013

WITNESSES:

James E. Spinks III

Print Name: JAMES E. SPINKS III

Sergio Alfonso Jr.

Print Name: SERGIO ALFONSO JR, PE.

**EXHIBIT "A"**

**PROJECT AGREEMENT**

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

for

Work Authorization No. [ ]

[INSERT NAME OF PROJECT]

PROJECT AGREEMENT  
Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

[Insert Company Name]

For

Work Authorization No. \_\_\_\_\_

[INSERT NAME OF PROJECT]

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 [Insert Company Name], \_\_\_\_\_ ("consultant") dated \_\_\_\_\_, 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:

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**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: \$0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the 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" \$\_\_\_\_\_. [OR, IF HOURLY, "VILLAGE AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$\_\_\_\_\_.]

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 \_\_\_\_\_ 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:**

[Insert Company Name]

By: \_\_\_\_\_  
[Insert Name]  
[Insert Job Title]

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

**WITNESSES:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**Exhibit "1"**

**Project Description**

[TO BE INSERTED]

**Exhibit "2"**

**Scope of Services and Project Schedule**

[TO BE INSERTED]

**MARLIN ENGINEERING, INC.**  
Village of Palmetto Bay - Transportation Planning and Engineering Services  
RFQ 2013-PW-100

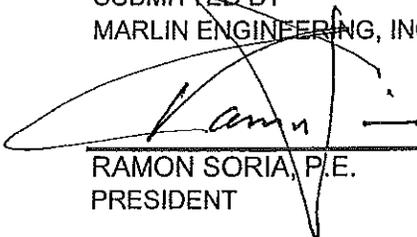
DATE PREPARED: MAY 22, 2013

**EMPLOYEE CATEGORY & CERTIFIED WAGE RATES**

| PROFESSIONAL CATEGORY              | 2013  |
|------------------------------------|---|
|                                    | PROPOSED CONTRACT HOURLY RATE (\$) BURDENED |
| Chief Engineer                     | \$165.00                                    |
| Project Manager                    | \$145.00                                    |
| Senior Engineer                    | \$135.00                                    |
| Project Engineer                   | \$125.00                                    |
| Engineering Intern                 | \$110.00                                    |
| Senior Planner                     | \$125.00                                    |
| Planner                            | \$110.00                                    |
| GIS Specialist                     | \$80.00                                     |
| Engineering Technician             | \$80.00                                     |
| CADD Specialist                    | \$90.00                                     |
| Construction Engineering Inspector | \$100.00                                    |
| Specialist                         | \$135.00                                    |

I CERTIFY THAT THE ABOVE RATES ARE THOSE THAT WILL BE CHARGED UNDER THIS CONTRACT.

SUBMITTED BY  
MARLIN ENGINEERING, INC.

  
\_\_\_\_\_  
RAMON SORIA, P.E.  
PRESIDENT

1000

**EXHIBIT "3"**

**Payment Schedule**

[TO BE INSERTED]

**EXHIBIT "B"**

**PAGE 1 OF 2**

**CONSULTANT'S BILLING RATE**

[TO BE INSERTED]

**EXHIBIT "B"**

**PAGE 2 OF 2**

**GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES**

**Principal** - Senior level managers of the firm.

**Project Manager** – Registered Engineer that assumes project responsibility. Coordinates and communicates project issues to identify, establish, and maintain the project goals, scopes, budgets, and schedule.

**Senior Engineer** – Registered Engineer that assumes technical responsibility. Plans and develops projects or phases of projects with unique or complex problems. Also included in this category are senior level individuals with experience in specific areas of disciplines.

**Engineer** - Degreed professional individuals responsible for production of Engineering, Planning, Landscape, Architectural, and Environmental.

**Construction Manager** – Individual responsible for coordinating construction administration and onsite observations.

**Construction Observation**– Technical personnel responsible for observing construction projects.

**Senior Draftsman/Technical/CADD Operators** - CADD Operators and Designers responsible for CADD technical support and design.

**Draftsman** - Manual drafters, designers, and technicians responsible for providing production support.

**Data Processing/Clerical/Administrative** - Staff members responsible for providing clerical and secretarial support to the organization.

**EXHIBIT "C"**

**PROFESSIONAL SERVICES  
REQUEST FOR QUALIFICATIONS DOCUMENT  
NO. 2013-PW-100**

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**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL SERVICES: RFQ#: 2013-PW-100**

**INFORMATION FOR THE PROPOSERS**

**1.0 INTRODUCTION**

The Village of Palmetto Bay (the Village), a municipality located in Miami-Dade County, Florida, wants to engage qualified firms or teams of firms (the Consultants) to obtain Professional Consulting Services in the following disciplines: Architecture, Landscape Architecture, Civil Engineering/Surveying, Mechanical Engineering, Electrical Engineering, Structural Engineering, General Planning Services and Transportation Planning and Engineering. Qualifications are accepted for other services including but not limited to Geotechnical Engineering/Testing and Construction Management.

The Village intends to execute an agreement with selected Consultants to provide on a rotating as needed basis Professional Consulting Services. The Consultants will provide these Services on a non-exclusive basis. The Village does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Agreement.

**1.1 PURPOSE**

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

**1.2 SCHEDULE OF EVENTS**

| No | Event   | Date*               | Time* (EST)     |
|----|---|---------------------|-----------------|
| 1  | Advertisement/ Distribution of RFQ & Cone of silence begins | 2/4/13              | N/A             |
| 2  | <b>Mandatory Pre-RFQ-Response Meeting</b>                   | <b>2/25/13</b>      | <b>10:00 AM</b> |
| 3  | Deadline to Submit Questions                                | 3/4/13              | 5:00 PM         |
| 4  | Deadline for Village Responses to Questions                 | 3/8/13              | 5:00 PM         |
| 5  | <b>Deadline to Submit RFQ-Response</b>                      | <b>3/15/13</b>      | <b>3:00 PM</b>  |
| 6  | Announcement of short-listed Consultants                    | 3/25/13             | 5:00 PM         |
| 7  | <b>Oral presentations</b>                                   | <b>4/10-4/12/13</b> | <b>TBA</b>      |
| 8  | Announcement of selected Consultants/ Cone of silence ends  | <b>5/6/13</b>       | <b>7:00 PM</b>  |

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

### **1.3 ELIGIBILITY**

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

The respondents shall furnish such additional information as the Village may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The Village reserves the right to make investigations of the respondents' qualifications or any of its sub-consultants, to contact former employers or clients to confirm qualifications as it deems appropriate.

### **1.4 MANDATORY PRE-RFQ-RESPONSE MEETING**

The Village will conduct a Pre-RFQ-Response Meeting (the Meeting) on February 25, 2013 at 10:00 AM Eastern Standard Time (EST) at the following address:

Edward and Arlene Feller Community Center  
At Ludovici Park  
17641 Old Cutler Road  
Palmetto Bay, FL 33157

ATTENDANCE AT THIS MEETING IS MANDATORY. Failure by a Prime Consultant to attend and/or be represented at the Meeting shall result in its Response being deemed non-responsive, if submitted. Each attendee shall identify specifically only one firm he/she is representing. For persons with disabilities, auxiliary aids or services will be provided upon request with at least five (5) days notice prior to the date of the Meeting by calling the Village at (305) 969-5011.

The purpose of the Meeting is to provide an open forum for the Village to review this document and respond to questions regarding this RFQ. The Consultants are encouraged to submit their questions in writing at least two (2) days before the Meeting. Questions arising before and after the Meeting will be addressed per the schedule given in Section 1.2 of this document. For submission of questions, please refer to Section 1.9 of this RFQ.

The Village will not be bound by any information conveyed verbally. The Village will provide, in writing, any clarifications, changes and/or other information, deemed to be necessary, as addenda to this RFQ. Addenda will only be provided to Mandatory Pre-RFQ Response meeting attendees.

### **1.5 CONE OF SILENCE**

COMMUNICATIONS BETWEEN ANY PROPOSER OR ITS REPRESENTATIVES AND ANY VILLAGE COUNCIL MEMBER, VILLAGE OFFICIALS, STAFF, AND CONSULTANTS; AND/OR TECHNICAL EVALUATION COMMITTEE MEMBERS ON

THE SUBJECT OF THIS RFQ ARE STRICTLY PROHIBITED FROM THE DATE AND TIME OF THE ADVERTISEMENT THROUGH THE DATE OF SELECTION ANNOUNCEMENT (See Section 1.2 for the time and dates), with the exception of the following conditions.

- A. Written requests regarding information or clarification in reference to this RFQ must be submitted within the timeframe identified in #3 of Section 1.2 and should be sent to the attention of:

Kristy Bada, Administrative Assistant  
Public Works Department  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157  
Fax: 305-969-5091  
kbada@palmettobay-fl.gov

- B. Any official recorded communication during the mandatory Meeting (see Section 1.4).

#### **1.6 ADDENDA**

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

#### **1.7 PRESENTATION COSTS**

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

#### **1.8 CERTIFICATION**

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

#### **1.9 PUBLIC RECORDS**

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

## **1.10 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 selected.

## **1.11 QUESTIONS AND CLARIFICATIONS:**

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

Kristy Bada, Administrative Assistant  
Village of Palmetto Bay  
Public Works Department  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157  
Fax: 305-969-5091  
Email: kbada@palmettobay-fl.gov

## **1.12 VILLAGE AUTHORITY**

Proposals will be selected 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 (See Section 1.2 for the time and dates).

## **2.0 SERVICES NEEDED BY THE VILLAGE**

### **2.1 GENERAL BACKGROUND**

The Village is committed to efficient government administration. A small core of the Village staff has been serving its residents, businesses and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

Pursuant to Chapter 287.055, Florida Statutes, the Village intends to retain consultants to provide professional services in the Service Areas identified in Section 1.0 and described further in the Section 2.2. In order to fulfill the needs of quick response and professional expertise, the Village intends to retain three (3) Consultants in each Service Area.

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

The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to

investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response.

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

## **2.2 SCOPE OF SERVICES**

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

### **2.2.1 Architecture**

Planning and design of building renovations and/or alterations; design according to general principles of the Leadership in Energy & Environmental Design (LEED) Green Building Rating System; park design; park systems master planning; design/build bid process, historic preservation, environment friendly facility design, specifications preparation and construction documents; space planning and reconfiguration; cost estimating; construction/structural planning; construction inspection and architectural construction management; and review of developers' plans for the Village, and Geographical Information System (GIS) support.

### **2.2.2 Landscape Architecture**

Landscape design; updating of park facility master plan; phase design of park and recreational facilities within the framework of existing master plan, streetscape plan/design and analysis, bicycle and pedestrian path design; turf and urban interface; integration of parks, canopy design and preservation, tree risk and hazard assessment, environmental analysis, landscaped and open spaces and recreational facilities with the Village's residential and commercial districts and GIS support.

### **2.2.3 General Civil Engineering**

Roadway, parking lots, parking spaces and intersection design; storm water facility design and management, preparation of construction documents and specifications, cost estimating; engineering construction management and inspections, geotechnical analysis, and GIS support.

### **2.2.4 Transportation Planning and Engineering Services**

Transportation planning and traffic engineering, traffic-impact and safety studies, parking studies; neighborhood traffic management; multi-modal traffic planning and design, bicycle and pedestrian paths and integrated mobility options; traffic calming; collection of traffic counts and reports; preparation of construction documents and specifications; signal timing analysis and warrant studies; signs and pavement markings and GIS support.

### 2.2.5 General Planning Services

Planning studies, comprehensive plan amendment, evaluator and appraisal report, school planning, strategic planning, Green House Gas (GHG) Inventory, climate action plan, neighborhood planning, community planning and public participation, historic and cultural resources planning, economic development analysis and plan, land use analysis and plan, infrastructure and community facility analysis plan, natural resources analysis and protection plan, and implementation strategic and capital improvement planning.

### 2.2.6 Electrical Engineering

The upgrades and replacement of major equipment and distribution components of mechanical, electrical and plumbing systems; installation of building lighting, equipment and environmental control systems; installation of life safety systems including new fire alarm and fire sprinkler systems, a smoke evacuation system, emergency generator, and emergency command center; structural upgrades; landscape and paving improvements; restroom and concession improvements and new sports flooring.

### 2.2.7 Structural Engineering

Design structures to range from houses, concession stands, garages, sports complex, and recreation centers. Analyze existing structures to range from buildings, bridges and other structures to determine whether or not they are structurally sound, examine buildings design of new structures, stress calculations, preparation of construction drawings, simulate and model possible situations, cost estimates, construction oversight and/or construction contract management.

## 3.0 RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

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

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

Ten signed (one original and nine photo copies) Responses for each Service Area shall be submitted in one sealed package, clearly marked on the outside "RFQ 2013-PW-100, PROFESSIONAL SERVICES: The Name of the Service Area". The outside of the sealed envelope shall also show the name of the Prime Consultant and those of the subconsultants, if any.

All sealed Qualification packages must be received at the receptionist's desk in the Village Hall located at 9705 E Hibiscus Street, Palmetto Bay, FL 33157 by 3:00 p.m. on March 15, 2013, at which time their receipt will be publicly documented by the Village Clerk or his/her designee(s).

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

### 3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION

Each consultant shall submit one (1) original and nine (9) bound photocopies of each Response. Each Response shall be limited to twenty (20) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B and C. The sections shall follow the order given on the next page. The twenty (20)-page limit is for items 1 to 9 on the next page. No material other than that listed in this Section shall be included in the Response.

1. A one-page cover letter indicating the Consultants' interest in providing the services to the Village and a statement on why the consultant should be selected for the award. The letter shall include the name of the Prime Consultant and those of the subconsultants, explanation of the type of contractual agreement between them, if different from that of Prime and subconsultant. A representative who is authorized to contractually bind the Consultant shall sign this letter.
2. A one-page table of contents identifying the sections and page numbers.
3. A one-page, proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
- 4: A one-page history of all the consultant(s).
5. Up to four (4), one-page resumes of the persons, including the Project Manager that will be assigned to the Village projects, if the Village selects the Consultant.
6. Up to two (2) pages, a table showing all current and recently completed (after December 20, 2007) private and public (local municipal, county, regional, state and federal) sector clients of all the consultants. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Consultant team includes subconsultant, there must be at least one project for each subconsultant. The Consultant may select suitable clients/projects, if the list exceeds two-page limit.
7. Up to a two (2) pages, a narrative on projects completed on time and in budget after (December 20, 2005).
8. Up to five (5) pages, a description of projects providing services similar to those identified in the scope of services over the last five years. The emphasis shall be given to the projects in Florida AND the tasks performed by the four persons identified in the Response.
9. Up to three (3) pages, copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to the projects completed in Florida AND the projects of the four persons identified in the Response.
10. Six (6) pages, completed Appendices A, B and C.
11. Proofs of authorization to transact business in the State of Florida from the Florida Secretary of State, prime as well as sub-consulting firms.

### **3.2 RESPONSE EVALUATION CRITERIA**

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

1. Compliance with the Response preparation and submission requirements (5)
2. Credentials and accomplishments of the Consultant in general (10)
3. Credentials and accomplishments of the Consultant Project Manager (15)
4. Credentials and accomplishments of the other (up to 3) members (25)
5. Quality of the projects and accomplishments of the Consultant(s) in providing these services to entities comparable to the Village (20)
6. Consultant's track record of on time and within budget project performance (20)
7. Commitment of the Consultant to inclusion and diversity (5).

### **3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION**

The five (5) highest ranking proposals in each Service Area will be short listed and invited to an oral presentation. All Prime Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a ten (10)-minute questions-and-answer session. The Consultants are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. The oral presentation will be worth 20% in the final selection (and the Response will be worth 80%)

### **4.0 OTHER CONDITIONS**

#### **4.1 TERM OF ENGAGEMENT**

An agreement is contemplated for two (2) years, with the option to extend the contract for two (2) one-year terms. The Village or the Consultant may terminate the agreement with thirty (30)-days notice without giving any reason.

#### **4.2 PERMITS, TAXES, LICENSES**

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

#### **4.3 LAWS, ORDINANCES**

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

#### **4.4 INSURANCE**

Prior to execution of an agreement with the Village, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder. Companies

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

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

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

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

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

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

#### **4.5 NEGOTIATIONS**

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

APPENDIX A

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

C. Consultant warrants that it will not delegate or subcontract 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: \_\_\_\_\_

APPENDIX B

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says

that:

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

\_\_\_\_\_ the Consultant that has submitted the attached Proposal;

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

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

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

Signed, sealed and delivered

In the presence of

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title)

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 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.

APPENDIX C

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

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

1. This sworn statement is submitted to the 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 of guilty or nab contenders.

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

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

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

Signed, sealed and delivered

In the presence:

---

By:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Appendix-C Page 2 of 3

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 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

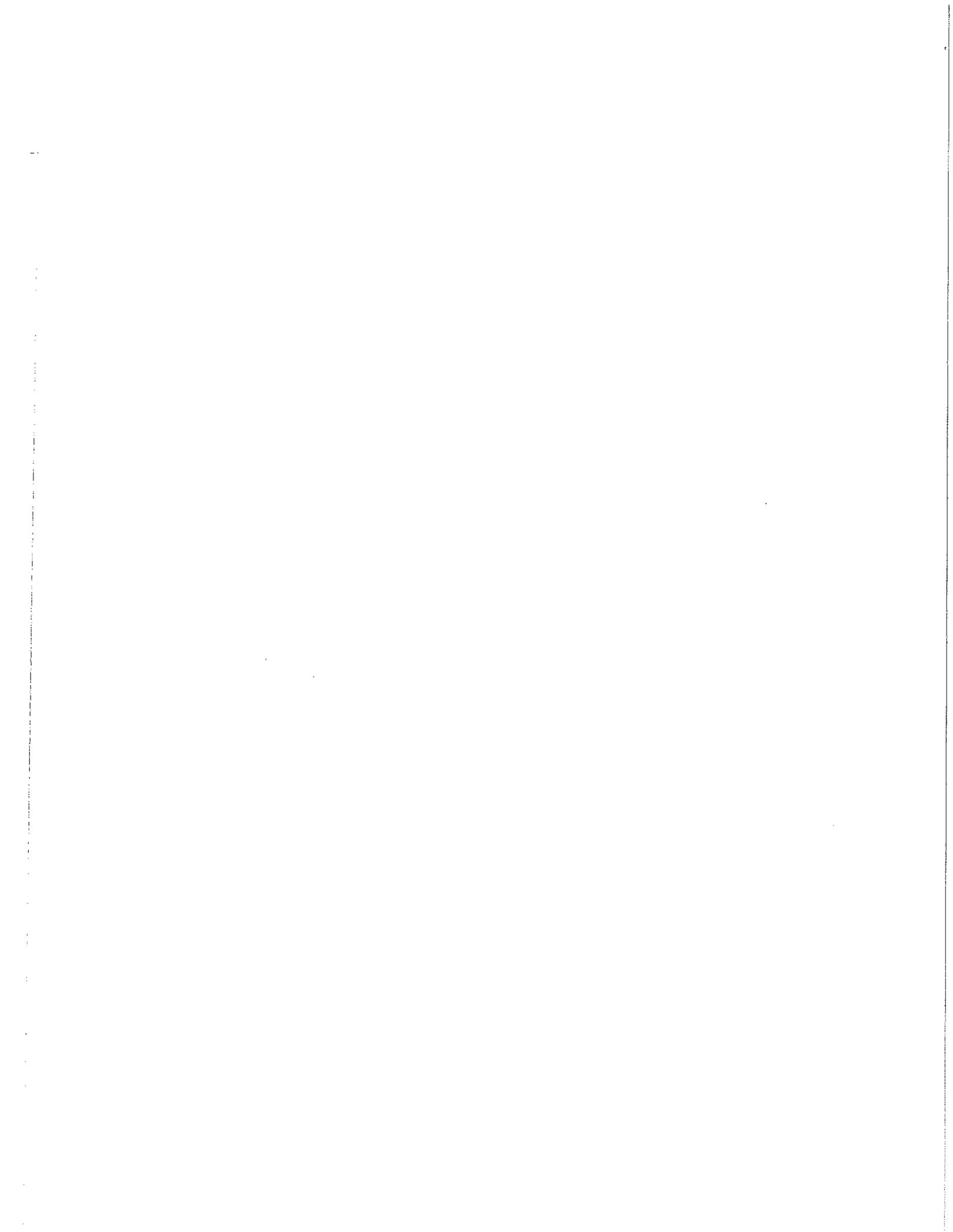
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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.

Appendix-C Page 3 of 3





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March 1, 2013

To: All Interested Parties

From: Corrice E. Patterson, Public Works Director  
Village of Palmetto Bay  
9495 SW 180<sup>th</sup> Street  
Palmetto Bay, Florida 33157

Re: Request For Qualifications – Professional Services RFQ# 2013-PW-100

**ADDENDUM NO. 1**

Response to questions submitted for clarification at the February 25<sup>th</sup>, 2013 Mandatory Pre-RFQ Response Meeting.

1. **Question:** How can questions to the RFQ be submitted and to whom should the questions be submitted?

**Response:** In accordance with section 1.5 (A) Written requests regarding information or clarification in reference to this RFQ must be submitted within the timeframe identified in #3 of Section 1.2 and should be sent to the attention of: Kristy Bada, Administrative Assistant, Public Works Department 9495 SW 180<sup>th</sup> Street, Palmetto Bay, Florida 33157 Fax: 305-969-5091 or email [kbada@palmettobay-fl.gov](mailto:kbada@palmettobay-fl.gov)

2. **Question:** Does an architecture firm have to provide all services?

**Response:** In accordance with section 2.2 Scope of Services: The Consultants can expect to provide services including, but not limited to the tasks identified below in 2.2.1 Architecture.

3. **Question:** How many separate packages do each firm have to submit?

**Response:** 3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION states that each consultant shall submit one (1) bound original and nine (9) bound photocopies in one sealed package for each Service Area in which the prime is providing in response to this RFQ.

4. **Question:** Would each firm provide a separate package or one general package?

**Response:** Only the prime is qualified to submit a response to this RFQ in accordance with section 3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION states that each consultant shall submit one (1) bound original and nine (9) bound photocopies in one sealed package for each Service Area in which the prime is providing in response to this RFQ.

5. **Question:** Can a sub-consultant be selected by various Prime firms in the same discipline?

**Response:** Sub-consultants can join any number of Prime consultants submitting a Response to this RFQ.

6. **Question:** If an electrical firm is submitting as a Prime, can that firm work with a sub-consultant in an architecture category?

**Response:** Yes

7. **Question:** What is the procedure if the Village selects the Prime firm and the pool of sub-consultants under that firm is not selected?

**Response:** The selection committee will evaluate the Responses submitted by the Prime firm based on the criteria listed in section 3.2. While pursuing this RFQ process, the Village reserves the right to award contracts to a Prime Consultant Firms who will best serve the interests of the Village and whose Responses are considered by the Village to be the most technically qualified responsive and responsible including committee review of all sub-consultant information submitted in the response. If the prime firm is selected, all sub-consultants submitted under the scope of the prime firm(s) team are selected to performed work associated with projects awarded prime firm.

8. **Question:** How many sub-consultants can be listed under the Prime firm?

**Response:** There is no limitation on the number of sub-consultants a Prime firm can list in response to this RFQ

9. **Question:** In the Architecture category, can the architecture firm have different and several sub-consultants and up to how many?

**Response:** There is no limitation on the number of sub-consultants a Prime firm can list for each service area in which a response is submitted for this RFQ process.

10. **Question:** Should the submittal package include the Resumes of the sub-consultants? How many sub-consultants are allowed?

**Response:** The Prime should submit four (4), one-page resumes of the persons, including the Project Manager that will be assigned to the Village projects, if the Village selects the Consultant. Submit resumes for team members that will be assigned to Village projects. There is no limitation on the number of sub-consultants a Prime firm can list for each service area in which a response is submitted for this RFQ process.

11. **Question:** Are sub-consultants required to have a Miami-Dade County technical certification?

**Response:** Proof of authorization to transact business in the State of Florida from the Florida Secretary of State is required.

12. **Question:** Can sub-consultants be located outside Miami-Dade County; for example Ft. Lauderdale?

**Response:** Yes, with proof of authorization to transact business in the State of Florida from the Florida Secretary of State, prime as well as sub-consulting firms

13. **Question:** If the Prime firm attended the mandatory Pre-RFQ Meeting, and the sub-consultants did NOT attend, will the submittal response be accepted?

**Response:** Yes

14. **Question:** Was it mandatory to have all Primes attend the mandatory Pre-RFQ Meeting?

**Response:** ATTENDANCE AT THIS MEETING IS MANDATORY. Failure by a Prime Consultant to attend and/or be represented at the Meeting shall result in its Response being deemed nonresponsive, if submitted.

15. **Question:** How will the submittal responses be produced? In person or electronically?

**Response:** The five (5) highest ranking proposals in each Service Area will be short listed and invited to an oral presentation. The Village will not be bound by any information conveyed verbally. The Village will provide, in writing, information deemed to be necessary in the selection process of this RFQ via email in accordance with Sec 1.2 of the Schedule of Events for this RFQ.

16. **Question:** How many firms are allowed for each discipline and/or category?

**Response:** The Village intends to retain three (3) Consultants in each Service Area.

17. **Question:** What are some examples of future potential projects related to professional consulting services?

**Response:** See attached Exhibit A

18. **Question:** Is any of the future potential projects part of the Village's capital improvement project?

**Response:** Yes

19. **Question:** How many resumes are allowed for the Prime? Is four (4) the maximum?

**Response:** 3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION No.5 states; up to four (4), one-page resumes of the persons, including the Project Manager that will be assigned to the Village projects.

20. **Question:** Is the response evaluation criteria considered the same criteria for the technical aspect?

**Response:** The evaluation criteria detailed in section 3.2 Evaluation Criteria will be used by the evaluation committee members to evaluate the all proposals submitted by the prime firm. The five (5) highest ranking proposals in each Service Area will then be short listed and invited to an oral presentation.

21. **Question:** Has the Village had the same or similar project/contract in the years before?

**Response:** Yes

22. **Question:** What are the names of the firms that have been contracted by the Village for professional services in the past?

**Response:** See attached Exhibit B

23. **Question:** What will be the Village's evaluation process if the Village does not have the top five ranking proposals in each service area?

**Response:** If less than five responses are received in one (1) or more of service areas, the selection committee will evaluate the Response(s) submitted by the Prime firm based on the evaluation criteria listed in section 3.2. The prime firm proposal submissions will be ranked and if needed, the firms will be invited to an oral presentation. Following the evaluation RFQ process, the Village reserves the right to award contracts to a Prime Consultant Firms who will best serve the interests of the Village and whose Responses are considered by the Village to be the most technically qualified responsive and responsible.

24. **Question:** Who should the one-page cover letter be addressed to?

**Response:** Ms. Corrice E. Patterson, Public Works Director, 9705 E Hibiscus Street, Palmetto Bay, FL 33157

25. **Question:** What happens if a firm exceeds the 20 -page limit for the response preparation?

**Response:** The twenty (20)-page limit is the maximum pages allowable for response to items 1 to 9 in 3.1 RESPONSE /(QUALIFICATION PACKAGE) PREPARATION. The selection committee will evaluate the Response received based on the criteria listed.

26. **Question:** What is the percentage (%) of future new design, inspections, and new projects associated with the professional services project?

**Response:** The percentage (%) of future new design, inspections, and new projects associated with the professional services project has not been determines Village does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Agreement. See attached Exhibit A for the Village's 5 year CIP.

27. **Question:** Why is Geographical Information System (GIS) support classified under the Architecture category and not under the General Civil Engineering category?

**Response:** Geographical Information System (GIS) support is identified under 2.2.3 General Civil Engineering

28. **Question:** Does the Village anticipate Geographical Information System (GIS) support projects in the near future?

**Response:** The Village does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the Consultants during the term of their Agreement.

29. **Question:** Under the Electrical Engineering category, what are the additional components of mechanical engineering?

**Response:** In section 2.2 Scope of Services the title for "2.2.6 Electrical Engineering" has been amended as follows, "2.2.6 Engineering Services for Electrical Engineering, Mechanical Engineering and Plumbing Systems."

30. **Question:** Do we need to submit a CD-disc with the submittal response? Is it required?

**Response:** No, a CD-disc is not required. Submit response in accordance with 3.1 RESPONSE /((QUALIFICATION PACKAGE) PREPARATION. One (1) bound original and nine (9) bound photocopies in one sealed package for each Service Area the prime is submitting in response to this RFQ.

31. **Question:** Will a copy of the sign-in sheets be emailed to those who attended the meeting? How will the copy be distributed?

**Response:** Click on the following link

<http://www.palmettobay-fl.gov/sites/all/files/2013-pw-103-profsvc-signin-2-25-13.pdf>

32. **Question:** Is there a deadline for the Addendums associated with this RFQ?

**Response:** Please refer to Sec 1.2 of the Schedule of Events Line Item No. 4 for addendum deadline for this RFQ.

33. **Question:** When will the Addendums be released and/or issued?

**Response:** All addendums will be released / issued on or before the date and time referenced in Sec 1.2 of the Schedule of Events Line Item No. 4 for addendum deadline for this RFQ.

34. **Question:** Is there a restriction on how many teams a sub-consultant can be on?

**Response:** Sub-consultants can join any number of Prime consultants submitting a Response to this RFQ.

35. **Question:** Does the Village want to know who the sub-consultants are prior to the submittal?

**Response:** No, submit information in accordance with 3.1 RESPONSE /((QUALIFICATION PACKAGE) PREPARATION on or before the deadline time and date as referenced in Sec 1.2 of the Schedule of Events Line Item No. 4 for addendum deadline for this RFQ.

36. **Question:** Does the Prime have to commit working with the sub-consultants they list for the next couple of years? Can the listed sub-consultants be changed over a period of time?

**Response:** The continuing service agreement when executed will establish the notification protocol required for transfer of contract and changes to prime firm organizational chart structure and/or addition – replacement of sub-consultants.

37. **Question:** Under the Architecture category, can the architecture firm submit a response on its self without a sub?

**Response:** It is not mandatory for a prime firm to include sub-consultants in the submittal response if no sub-consultant is required as part of the prime firms submittal response.

38. **Question:** Does the Architecture firm need to include all the qualifications of the sub-consultants?

**Response:** The Prime Consultant should include all qualifications of the sub-consultant that may be suitable for submissions as part of the prime firm submittal response.

39. **Question:** Under Section 3.1 of the RFQ, page no. 7, question no. 4, who are you asking this information of? Specifically state.

**Response:** Provide the history of all consultants that will be responsible for responding to the Village's request for services under this continuing service agreement.

40. **Question:** On a project that requires architecture services, will the Village decide who the geo-tech is out of the team selected? Will the team be assembled by the Village or the team itself if the team has different areas?

**Response:** The prime will be required to establish a team that is capable of providing all services listed in 2.2.1 Architecture to complete a project awarded by the Village. If the project requires transportation engineering services, the Village will request a separate proposal from one of the pre-qualified Transportation Engineering firms to provide those services if the firm is not pre-qualified in that service area.

41. **Question:** Is it beneficial for a Civil Engineering Firm to have a geo-tech as a sub-consultant?

**Response:** The Consultants can expect to provide services including, but not limited to the tasks identified in section 2.2.3 General Civil Engineering

42. **Question:** How many individuals will be on the evaluation criteria panel and who are the individuals?

**Response:** There are six (6) individuals on the evaluation committee (Corrice Patterson, Fanny-Carmona-Gonzalez, Ed Silva, Darby DeSalle, Eric Tullberg, and Vishnu Rajkumar)

43. **Question:** Will a Prime and/or sub-consultant be disqualified if that firm has had a bad reputable experience with any individual on the evaluation criteria panel or if the firm has any pending lawsuits?

**Response:** The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the Response. The evaluation criteria detailed in section 3.2 Evaluation Criteria will be used by the evaluation committee members to evaluate the all proposals submitted by the prime firm. The five (5) highest ranking proposals in each Service Area will then be short listed and invited to an oral presentation.

44. **Question:** What firms have pending lawsuits with the Village?

**Response:** A public records request is recommended if information in regard to any pending lawsuits with the Village is needed.

45. **Question:** Should all sub-consultants be listed on the Organizational Chart?

**Response:** Yes, include sub-consultants on organizational chart

46. **Question:** In reference to Section 3.1 of the RFQ, page no. 7, item no. 6, can the Village consider the term to 10 years?

**Response:** No, submit response in accordance with section 3.1 response/Qualification Package Preparation Item 6.

47. **Question:** If a firm is submitting a response as a Prime, can that firm be a sub-consultant for another firm?

**Response:** A firm can submit a proposal as Prime consultant in a service area and participate as a sub-consultant under a prime consultant in different service areas. A firm can't be a prime and sub-consultant in the same service area.

Yaharris Flores from R.J. Behar & Company, Inc. submitted the following question(s):

48. **Question:** Could you please clarify number 6 on page 7 of 15 of this RFQ? What if you cannot fit all of your current and recently completed projects on 2 pages?

**Response:** Section 3.1 Response / (Qualification Package) Preparation, subsection 6 states "The Consultant may select suitable clients/projects, if the list exceeds two-page limit," therefore the Consultant may select suitable clients/projects in order not to exceed the two-page limit.

Vanessa Bermudez, CPSM, LEED AP from TLC Engineering for Architecture submitted the following question(s):

49. **Question:** As per the pre-bid meeting, a sub-consultant can submit as a prime and also as part of the team. At the same time, an architectural firm can submit with a complete design team including sub-consultants. However, the Village would like to have some control over the sub-consultants used at the projects but the RFP requirements do not leave much space to provide information about the sub-consultants. In similar contracts, the municipalities select sever consultants for each discipline, then when a project requires more than one discipline they ask the architect to select from a list of selected sub-consultants that the City has already evaluated. Would this be something that the Village would consider? This way the architect will submit only as architect and in the event that a project requires MEP or Structural engineering, they would select the sub-consultants from the "pre-approved" list.

**Response:** A firm that is submitting as a prime is not eligible to be a sub-consultant in the same service area and a sub-consultant is not eligible to be a prime if they are a sub-consultant to a prime in the same service area but they can be a sub-consultant to multiple primes in the same service area.

The Village intends to execute continuing service agreements with three (3) Prime Consultant Firms in each Service Area. The prime is required to establish a team that is capable of providing services including, but not limited to the task identified in the service area(s) that the prime is submitting in response to this RFQ. When a project requires services from multiple service areas, the Village will select from the list of pre-qualified prime consultant firms and request proposals for each service area required to complete the project scope of work.

Melissa Betancourt from Bolton Perez & Associates submitted the following question(s):

50. **Question:** If we want to submit for 2 disciplines: General Civil Engineering and Structural Engineering we have to submit 2 separate packages, is that correct?

**Response:** Section 3.0 Response Submission Requirements and Evaluation, states the following "Only one firm shall be identified as the Prime Consultant for each Response. If other firms are part of the same Response, they shall be identified as sub consultants. A Prime Consultant shall submit only one Response for each Service Area and a separate Response is required for each Service Area, identified in Section 1.0."

Maria I. Gonzalez from I.A.D., P.A. submitted the following question(s):

51. **Question:** Has the City, in the past, selected firms that provided all disciplines or has the city selected firms with one discipline such as an Architectural firm with no subs?

**Response:** The Village has selected firms in the past who will best serve the interests of the Village and whose Responses are considered by the Village to be the most technically qualified responsive and responsible. The Village has retained the service of firms that are pre-qualified in multiple service areas with teams that are capable of providing the services identified under 2.2 Scope of Services.

Yiris C. Smith from Baljet Environmental, Inc. submitted the following question(s):

52. **Question:** #4 Please define specifically what you mean by 'history'? Does this mean evolution of the Prime Consultant's firm, its project history, etc.? Should we also include this information as it pertains to the sub-consultants? Does the one page allotment include one page for the Prime Consultant and one page for each of the subs?

**Response:** History as defined by *Merriam-Webster* is "a chronological record of significant events (as affecting a nation or institution) often including an explanation of their causes; a branch of knowledge that records and explains past events; events that form the subject matter of a history." The information contained in the history page is at the discretion of the prime consultant submitting the response. As stated in Section 3.1 Response / (Qualification Package) Preparation, subsection 4, the history section is a "one-page history of all the consultant(s)."

53. **Question:** #5 Do the total of 4 resumes include those of the sub-consultants?

**Response:** Section 3.1 Response / (Qualification Package) Preparation, subsection 5 states the following "Up to four (4), one-page resumes of the persons, including the Project Manager that will be assigned to the Village projects, if the Village selects the Consultant."

54. **Question:** #8 Would you prefer this list in the form of a narrative or a table?

**Response:** Section 3.1 Response / (Qualification Package) Preparation, subsection 8 states the following "Up to five (5) pages, a description of projects providing services similar to those identified in the scope of services over the last five years. The emphasis shall be given to the projects in Florida and the tasks performed by the four persons identified in the Response." The format of this requirement is at the discretion of the prime consultant submitting the response.

**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 bidding process.



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

EXHIBIT A

Table 1  
Village of Palmetto Bay  
Capital Improvements Program - Schedule  
Fiscal Years 2012-13 through 2016-17

| Item No.                               | Project Description   | Meet or Maintain Adopted Level of Service (LOS) | Project Status <sup>1</sup> | Financial Instruments                         | Fiscal Years  |         |         |         |         | Total      |
|--|---|---|-----------------------------|---|---------------|---------|---------|---------|---------|------------|
|  |   |   |                             |   | 2012-13       | 2013-14 | 2014-15 | 2015-16 | 2016-17 |            |
| <b>PARKS AND RECREATION DEPARTMENT</b> |   |   |                             |   |               |         |         |         |         |            |
| P5                                     | Palmetto Bay Park Construction of two additional balling cages  | Yes   | Programmed                  | Parks & Recreation Capital Improvement Budget | \$ 90,000.00  |         |         |         |         | \$ 90,000  |
| P6                                     | Palmetto Bay Park Existing Quad restroom and Restroom restroom renovations (tile walls, epoxy flooring, new fixtures, etc.) | Yes   | Programmed                  | Parks & Recreation Capital Improvement Budget | \$ 45,000.00  |         |         |         |         | \$ 45,000  |
| P7                                     | Palmetto Bay Park Playground pavilion and installation of mature trees to create shade canopy.                              | Yes   | Programmed                  | Parks & Recreation Capital Improvement Budget | \$ 75,000.00  |         |         |         |         | \$ 75,000  |
| P8                                     | Palmetto Bay Park Modification of irrigation system and installation of water sources between fields 4/2, 2/3 and 5/6       | Yes   | Programmed                  | Parks & Recreation Capital Improvement Budget | \$ 10,000.00  |         |         |         |         | \$ 10,000  |
| P9                                     | Palmetto Bay Park Conversion of Skate Park to Mini Soccer Fields with synthetic turf  | Yes   | Programmed                  | Parks & Recreation Capital Improvement Budget | \$ 250,000.00 |         |         |         |         | \$ 250,000 |
| P10                                    | Coral Reef Park New lighting (blusca) for tennis center courts  | Yes   | Programmed                  | Parks & Recreation Capital Improvement Budget | \$ 250,000.00 |         |         |         |         | \$ 250,000 |
| P11                                    | Coral Reef Park Refurbishing of SE (concrete) bridge  | Yes   | Programmed                  | Parks & Recreation Capital Improvement Budget | \$ 60,000.00  |         |         |         |         | \$ 60,000  |
| P12                                    | Coral Reef Park New roof for outside restroom building  | Yes   | Programmed                  | Parks & Recreation Capital Improvement Budget | \$ 25,000.00  |         |         |         |         | \$ 25,000  |





EXHIBIT A

Table 1  
Village of Palmetto Bay  
Capital Improvements Program - Schedule  
Fiscal Years 2012-13 through 2016-17

| Item No. | Project Description  | Meet or Maintain Adopted Level of Service (LOS) | Project Status | Financial Instruments                           | Fiscal Years |            |            |            |              | Total        |
|----------|--|---|----------------|---|--------------|------------|------------|------------|--------------|--------------|
|          |  |   |                |   | 2012-13      | 2013-14    | 2014-15    | 2015-16    | 2016-17      |              |
| VY18     | Right Turn Lane Intersection Improvement   | Yes   | Planning       | Special Revenue Fund - Transportation Sales Tax |              |            |            |            | \$ 1,380,000 | \$ 1,380,000 |
| VY19     | Safe Routes to School Improvements - Canal Creek Elementary  | Yes   | Programmed     | Florida Dept. of Transportation Grant           | \$ 132,160   |            |            |            |              | \$ 132,160   |
| VY20     | Safe Routes to School Improvements - Historical Drive Elementary   | Yes   | Programmed     | Florida Dept. of Transportation Grant           | \$ 2,070     |            |            |            |              | \$ 2,070     |
| VY21     | Safe Routes to School Improvements - Ponce Elementary  | Yes   | Programmed     | Florida Dept. of Transportation Grant           |              |            | \$ 877,230 | \$ 513,225 |              | \$ 1,390,455 |
| VY22     | Sidewalk Construction in Transit Stop. Covered all sidewalks to transit stops within the Village of Palmetto Bay   | Yes   | On-Going       | Special Revenue Fund - Transportation Sales Tax | \$ 72,000    | \$ 72,000  | \$ 72,000  | \$ 72,000  | \$ 25,000    | \$ 373,000   |
| VY23     | Sub Basin 12 Drainage Improvements - Area west of Palmetto Drive SW 170th Street, between SW 171st Street, west of Old Cutler Road, and east of SW 230 Avenue  | Yes   | Programmed     | Special Revenue Fund - Stormwater Utilities     | \$           | \$ 22,000  |            |            |              | \$ 22,000    |
| VY24     | Sub Basin 13 Drainage Improvements - Area south of SW 174th Street, north of SW 176 Terrace and SW 172th Terrace, west of SW 67th Avenue and east of SW 98th Avenue  | Yes   | Programmed     | Special Revenue Fund - Stormwater Utilities     | \$           | \$ 220,000 |            |            |              | \$ 220,000   |
| VY25     | Sub Basin 14 - area specifically described as improvements to the west side of SW 170th Street, west of SW 67th Avenue, west of SW 69th Avenue. The drainage improvements consist of new catch basins and detention construction facilities sized to handle stormwater runoff from a 100-year storm. | Yes   | Planning       | Special Revenue Fund - Stormwater Utilities     |              |            |            | \$ 133,000 |              | \$ 133,000   |
| VY26     | Sub Basin 15 Drainage Improvements - Area south of SW 170th Street, north of SW 168th Street, west of SW 64th Avenue, and east of SW 98th Street   | Yes   | Planning       | Special Revenue Fund - Stormwater Utilities     |              |            | \$ 321,000 |            |              | \$ 321,000   |
| VY27     | Sub Basin 17 Drainage Improvements - Area south of SW 280th Street, north of SW 184th Street, west of SW 134th Street, west of SW 98th Avenue  | Yes   | Programmed     | Special Revenue Fund - Stormwater Utilities     |              | \$ 161,000 |            |            |              | \$ 161,000   |
| VY28     | Billie Lane at SW 67th Avenue - Construction of bike lane at SW 67th Avenue from SW 136th Street to SW 183rd Street  | Yes   | Planning       | Special Revenue Fund - Transportation Sales Tax |              |            | \$ 472,750 |            |              | \$ 472,750   |
| VY29     | Billie Lane at SW 123rd Street - Construction of bike lane at SW 123rd Street between US1 and SW 67th Avenue   | Yes   | Planning       | Special Revenue Fund - Transportation Sales Tax |              |            |            |            | \$ 1,001,500 | \$ 1,001,500 |
| VY30     | Billie Lane at SW 126th Street - Construction of bike lane at SW 126th Street from US1 to Old Cutler Road  | Yes   | Planning       | Special Revenue Fund - Transportation Sales Tax |              |            |            | \$ 991,750 |              | \$ 991,750   |

EXHIBIT A

Table 1  
Village of Palmetto Bay  
Capital Improvements Program - Schedule  
Fiscal Years 2012-13 through 2015-17

| Item No. | Project Description  | Meet or Maintain Adopted Level of Service (LOS) | Project Status <sup>1</sup> | Financial Instruments                             | Fiscal Years        |                     |                     |                     |                      | Total                |
|----------|--|---|-----------------------------|---|---------------------|---------------------|---------------------|---------------------|----------------------|----------------------|
|          |  |   |                             |   | 2012-13             | 2013-14             | 2014-15             | 2015-16             | 2016-17              |                      |
| W32      | Side Lane at SW 18th Street - Construction of Side Lane at SW 18th Street from 091 to Old Cedar Road | Yes   | Planning                    | Special Revenue Funds - Transportation Sales Tax  |                     |                     |                     |                     |                      | 1,070,000            |
| W35      | Traffic Calming Studies within the Boundaries of Our Village   | Yes   | On-Going                    | Special Revenue Funds - Transportation Sales Tax  | 75,000              | 75,000              | 75,000              | 75,000              | 75,000               | 375,000              |
| W36      | Bus Parking Lot and Storage Facility   | Yes   | Programmed                  | Annual Transit Stimulus Funds - Transit Sales Tax | 240,000             |                     |                     |                     |                      | 240,000              |
| W38      | West Ave Street Sign Replacement   | No  | Programmed                  | Special Revenue Funds - Transportation Sales Tax  | 47,668              |                     |                     |                     |                      | 47,668               |
|          | <b>Subtotal - Public Works Department</b>  |   |                             |   | <b>\$ 2,137,247</b> | <b>\$ 2,515,264</b> | <b>\$ 2,409,196</b> | <b>\$ 3,507,171</b> | <b>\$ -1,683,512</b> | <b>\$ 15,253,220</b> |
|          | <b>Grand Total - Capital Improvement Projects</b>  |   |                             |   | <b>\$ 3,388,737</b> | <b>\$ 2,515,264</b> | <b>\$ 2,409,196</b> | <b>\$ 3,507,171</b> | <b>\$ -1,683,512</b> | <b>\$ 16,600,220</b> |

Note:

- 1 For scheduling purposes the CIP projects are divided in three groups: a) programmed projects are scheduled for completion in Fiscal Years 2012-13 through 2013-14;
- b) planning projects are scheduled for completion in the last three fiscal years of the CIP; and c) on-going projects are scheduled for every fiscal year of the CIP

W32-171 (No Budget)

## EXHIBIT B

### **Architecture:**

- Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
- Bermello Ajamil and Partners
- Wolfberg Alvarez and Partners

### **Landscape Architecture:**

- Calvin Giordano and Associates
- O'Leary Richards Design Associates Inc.
- Kimley-Horn and Associates

### **General Civil Engineering/Surveying:**

- Kimley-Horn and Associates
- Calvin Giordano and Associates
- Corzo Castella Carballo Thompson Salman, P.A. (C3TS)

### **Transportation Planning and Engineering:**

- The Corradino Group
- Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
- Calvin Giordano and Associates

### **Electrical Engineering:**

- Wolfberg Alvarez and Partners
- Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
- Fraga Engineers

### **Structural Engineering:**

- Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
- Mactec Engineering and Consulting
- BCC Engineering, Inc.

### **General Planning:**

- The Corradino Group
- Kimley-Horn and Associates
- Calvin Giordano and Associates



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Acknowledgement of  
Addendum of Solicitation

Amendment/Modification No.: 1  
Amendment of RFQ No.: 2013-PW-100  
Title of RFQ: Professional Services

Name of Proposer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

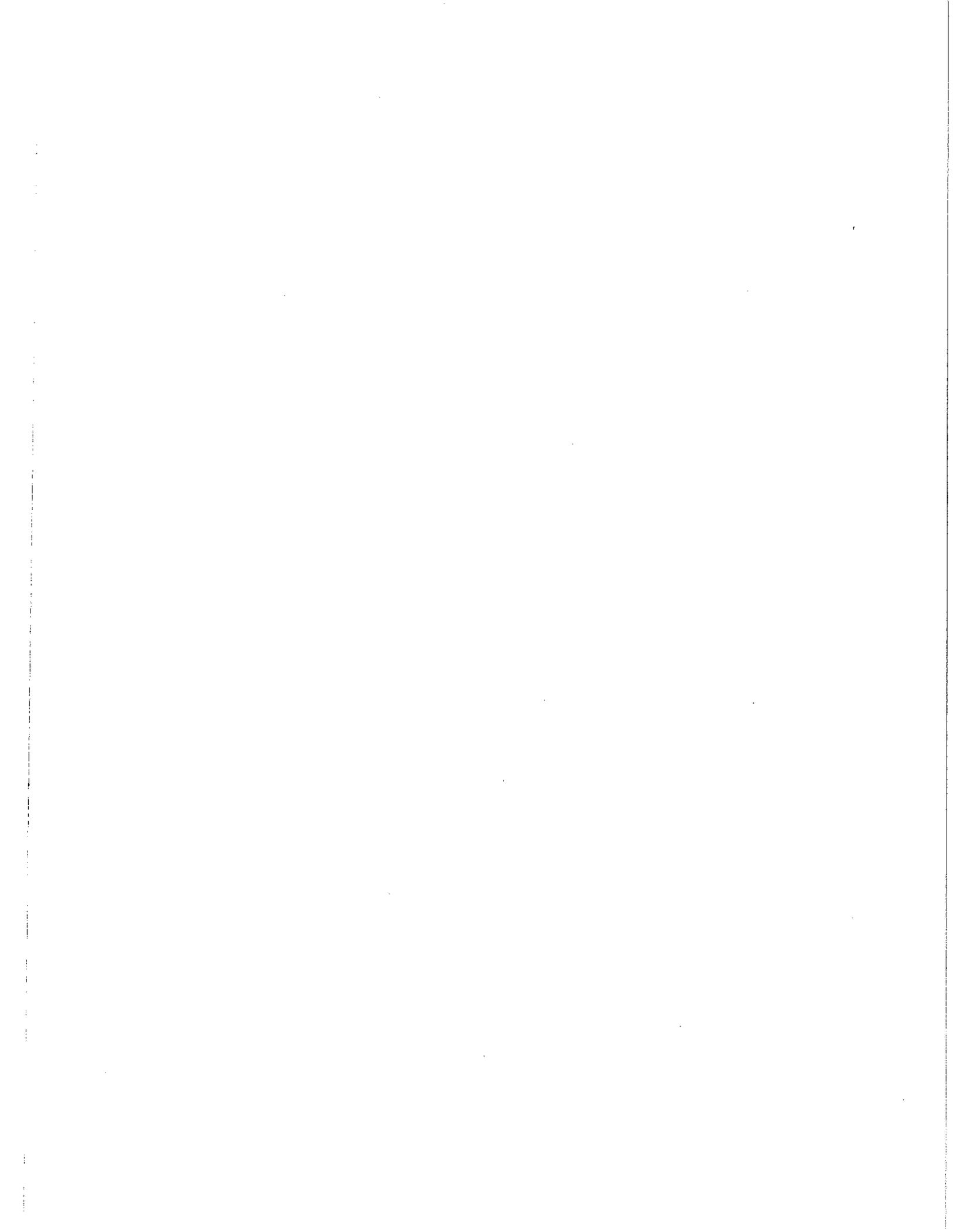
Date Addendum Received \_\_\_\_\_

Total Pages of Addendum including Acknowledgement 15

\_\_\_\_\_  
Signature

Please return acknowledgement of Addendum to the Village of Palmetto Bay Public Works Department via facsimile (305) 969-5091.

The addendum will also need to be submitted along with the remainder of the bid package. Bid submittals without the addendum will be considered unresponsive.





MARLENG-01

MATERAT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |                                       |                               |
|--|---------------------------------------|-------------------------------|
| PRODUCER<br>Insurance Office of America, Inc.<br>P.O. Box 162207<br>Altamonte Springs, FL 32716-2207 | CONTACT NAME:                         |                               |
|  | PHONE (A/C, No., Ext): (800) 243-6899 | FAX (A/C, No): (407) 788-7933 |
| E-MAIL ADDRESS:  |                                       |                               |
| INSURER(S) AFFORDING COVERAGE  |                                       | NAIC #                        |
| INSURER A : Hartford Casualty Insurance Company  |                                       | 29424                         |
| INSURER B : Technology Ins Co  |                                       | 42376                         |
| INSURER C : Lexington Insurance Co   |                                       | 19437                         |
| INSURER D :  |                                       |                               |
| INSURER E :  |                                       |                               |
| INSURER F :  |                                       |                               |

INSURED  
  
Marlin Engineering, Inc.  
2191 NW 97 Ave.  
Miami, FL 33172

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR                                | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|--|----------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY   |  |          | 21SBAZJ1172   | 1/12/2013               | 1/12/2014               | EACH OCCURRENCE \$ 1,000,000   |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |  |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000                                     |
|          | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |  |          |               |                         |                         | MED EXP (Any one person) \$ 10,000   |
|          |   |  |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000   |
|          |   |  |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000   |
|          |   |  |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000  |
|          |   |  |          |               |                         |                         |  |
|          | GENL AGGREGATE LIMIT APPLIES PER:   |  |          |               |                         |                         |  |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |          |               |                         |                         |  |
|          | AUTOMOBILE LIABILITY  |  |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$   |
|          | <input type="checkbox"/> ANY AUTO   |  |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS |          |               |                         |                         | BODILY INJURY (Per accident) \$  |
|          | <input type="checkbox"/> HIRED AUTOS  | <input type="checkbox"/> NON-OWNED AUTOS |          |               |                         |                         | PROPERTY DAMAGE (PER ACCIDENT) \$  |
|          |   |  |          |               |                         |                         |  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB   |  |          | 21SBAZJ1172   | 1/12/2013               | 1/12/2014               | EACH OCCURRENCE \$ 4,000,000   |
|          | <input type="checkbox"/> EXCESS LIAB  |  |          |               |                         |                         | AGGREGATE \$ 4,000,000   |
|          |   |  |          |               |                         |                         |  |
|          |   |  |          |               |                         |                         |  |
|          |   |  |          |               |                         |                         |  |
|          |   |  |          |               |                         |                         |  |
|          |   |  |          |               |                         |                         |  |
|          |   |  |          |               |                         |                         |  |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |  |          | TWC3359816    | 4/22/2013               | 4/22/2014               | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | Y/N                                      | N/A      |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |  |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|          |   |  |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| C        | PROFESSIONAL LIAB.  |  |          | 032834125     | 4/11/2013               | 4/11/2014               | Each Claim 1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROFESSIONAL LIABILITY: Policy Aggregate: \$2,000,000. limit / \$25,000. deductible each claim / Claims made - 4/11/92 retroactive date

Project - Professional Transportation, Planning and Engineering services

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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