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 LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF $20,448; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Lehtinen Schultz Riedi Catalano Fuente, PLLC, submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending February, 2016, in the amount of $20,448; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

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

Section 2. **Approval.** The statements for attorneys' fees and costs received from Lehtinen Schultz Riedi Catalano Fuente, PLLC, in the total amount of $20,448, copies of which are attached, are approved for payment.

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

PASSED and ADOPTED this _____ day of April, 2016.

Attest: _____

Meighan J. Alexander
Village Clerk

_____

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham ____

Council Member Tim Schaffer ____

Council Member Larissa Siegel Lara ____

Vice-Mayor John DuBois ____

Mayor Eugene Flinn ____

Lehtinen Schultz Riedi Catalano Fuente

1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

February 2016
Village of Palmetto Bay

Statement Period: **February 2016** Client: **Village of Palmetto Bay, Florida**

Date	Individual	Subject	Time
		General Government	
2/1	DL	Conferences with Council Member; thereafter with Planning Director; thereafter with Council Member and Manager; confer w/ CR re: sunshine public records; preparation for Council meeting; attend meeting of Village Council	7.8
2/1	CR	Confer with DL regarding public records issues; research Attorney General opinion and corresponding case law; telephone, conference and e-mails with DL regarding same	2.5
2/2	DL	Post-Council meeting follow-up with staff; research pending issues with County; meeting with Clerk and Planning Director; e-mail to/from CR re: county jurisdiction	4.3
22	BF	Further revised draft Vacation Rental Ordinance; correspondence to Planning Director re: same	1.3
2/2	CR	Review Miami-Dade County ethics code; research case law regarding jurisdiction; e-mail to/from DL re: same	2.6
2/3	DL	Prepare for Charter Revision Commission meeting; conference with County staff on pending issues; attend meeting of Charter Revision Commission	6.7
2/3	BF	Review modifications to Vacation Rental Ordinance; corresppondence re: same; follow-up w/ Pittser re: unsolicited proposals; review public records rules for same; research state statute re: unsolicited proposals; review sequence/requirements of same	2.1

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

February 2016/Village of Palmetto Bay

General Government (continued)

2/3	CR	Confer with DL rer: public records issues; attend county meeting w/ DL re: public records issue	1.8
2/4	BF	Follow-up re: vacation rental ordinance issues; follow-up on procurement matters; further review unsolicited proposals, cone of silence, public records requirements	1.1
2/5	BF	Receive and review revised short-term rental ordinance; propose further amendments to same; follow-up Pittser re: unsolicited proposals	0.5
2/8	DL	Confer with staff regarding pending issues (Planning, procurement, contracts)	1.6
2/8	BF	Follow-up re: unsolicited proposal matters	0.2
2/9	DL	Coordinate with Manager and staff regarding zoning (village mixed use/VMU) and procurement	2.9
2/9	BF	Receive add. information re: unsolicited proposals; follow-up w/ Pittser re: unsolicited proposals and cooperative purchasing	0.3
2/10	DL	Attend County meeting on pending matter; confer with staff re: VMU	3.2
2/10	CR	Review e-mail from Dependable Title concerning property at 15845 SW 82 Court; e-mail Finance Director; e-mail closing agent re: payoff of second lien	0.6
2/12	DL	Discuss Coral Gables mosquito ordinance with Palmetto Bay officials and CR; confer w/ CR re: municipal liens; research municipal powers	3.3
2/12	CR	Review mosquito action of City of Coral Gables; research law of extraterritorial application of police power by municipality; e-mail DL concerning same; various e-mails from Finance Dept re: municipal liens; confer w/ DL re: same	4.5

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

February 2016/Village of Palmetto Bay

General Government (continued)

2/15	DL	Research municipal extraterritorial powers under Fla Constitution Article VIII and statutes	2.0
2/15	CR	Research conflict resolution requirements in Fla statutes (government v. government suits); e-mail DL; research extra-territorial application of municipal zoning; ; draft notice of initiation of dispute resolution process; draft resolution authorizing initiation of dispute resolution process; e-mail to DL re: same	6.5
2/16	DL	Meet with staff re: zoning, contracts, Council agenda items; draft memorandum, "Extraterritorial Aspects of C.G. Mosquito Ordinance"; attend Special Council meting	8.8
2/16	CR	Research background information on Coral Gables Code; Attend Village Council meeting re: mosquito issue	2.2
2/17	DL	Attend agenda review meeting; post-meeting with staff; review memo from Coral Gables City Attorney re: mosquito ordinance	3.4
2/18	DL	Confer with Manager and staff on pending issues, including preparation for upcoming meeting with Coral Gables Manager and City Attorney; further research	4.3
2/18	CR	Call from DL concerning legal issues relating to Coral Gables mosquito control ordinance; research extraterritoriality; e-mail to DL w/ case law	1.8
2/19	DL	Meeting with Village Manager, Coral Gables Manager and C.G. City Attorney at C.G. City Hall re: mosquito ordinance; follow-up with City Attorney; follow-up research	3.8
2/22	DL	Tour of FPL Cutler Power Plant with Coral Gables Commissioners, Manager and Attorney and with Palmetto Bay Council Members and Manager; prepare for upcoming Coral Gables Commission meeting	3.5

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

February 2016/Village of Palmetto Bay

General Government (continued)

2/23	BF	Procurement: receive and review correspondence from PB re: rope design playground sole source matter; review issues	0.3
2/23	DL	Appear before Coral Gables Commission meeting with Village Manager on behalf of Palmetto Bay re: request to abate or repeal extraterritorial aspects of C.G. mosquito ordinance; follow-up with City Attorney	2.9
2/25	BF	Review sole source procurement re: playground contract; correspondence with Pittser	
2/25	DL	Discussion with Coral Gables City Attorney re: possible approaches to resolve mosquito ordinance dispute; review drafts possibilities	1.8

Zoning/Land Use

2/9	JC	Review Village comments to covenant and prepare changes to same; transmit to attorney for Van Orsdel for comment and execution	1.2
2/10	BF	Review draft vacation rental ordinance staff report; revise0 same; correspondence and follow-up w/ Planning Director re: revisions	1.0
2/10	JC	Attend to questions and comments from J. Admire Re: covenant to convey (Van Orsdel); review issues on release of covenant and follow-up	0.8
2/11	DL	Meeting at Village Hall with Manager and Planning Director; conference call with Manager, Director, attorney regarding transfer of development rights (TDRs) and VMU	2.8
2/12	JC	Additional follow-up w/ attorney for Van Orsdel in connection with covenant and execution and zoning issues; prepare red-line and transmit same	1.3

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

February 2016/Village of Palmetto Bay

Human Resources (Personnel)

2/1-2/29 none

Litigation

2/1	CR	Draft interrogatory responses from Montessori School; serve with court and opposing counsel	1.0
2/11	CR	Review and respond to e-mails from PB concerning the legal status of municipal liens in foreclosure and bankruptcy	1.0
2/12	CR	Various e-mails from Finance Dept re: municipal liens (foreclosure); confer with DL re: same; e-mail from/to Idalmy Vidaurre concerning Tapia foreclosure and three false alarm fines	0.9
2/22	CR	Draft complaint for declaratory and injunctive relief (mosquito issue); research various issues; e-mail to DL; draft motion for temporary injunction	7.6

Total Fees

Monthly total hours..... 106.2
Total fees due (@ $190/hour.....$ 20,178

Reimbursable Expenses

WestLaw computer research charge.....$ 254
Parking for Village business.....$ 16
Total Reimbursable Expenses.....$ 270

Total amount due (fees and expenses).....$ 20,448

DL = Dexter Lehtinen CR = Claudio Riedi JC = John Catalano
BF = Bob de la Fuente TS – Tom Schultz

ITEM 6B

To: Honorable Mayor and Village Council

From: Edward Silva, Village Manager

Date: April 4, 2016

Re: Special Master Services Continuing Service Contract (RFQ No 2013-PZ-001)

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF MR. RICHARD L. DOODY, ESQ. FOR A PERIOD OF ONE (1) YEAR TO SERVE AS THE CODE ENFORCEMENT SPECIAL MASTER FOR THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF $15,000; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

On June 3rd, 2013, the Village Council adopted Resolution No. 2013-54 (Exhibit A), approving a contract with Mr. Richard L. Doody, Esq., pursuant to RFQ 2013–PZ-001 in an effort to provide Special Master Services for a period of two (2) years, with two (2) additional one (1) year options to extend the term of services (Exhibit B). Mr. Doody is now eligible for consideration of the second, one (1) year extension (Exhibit C). The current contract ends on June 10, 2016. If approved, the second contract extension will end on June 10, 2017. Mr. Doody has presided competently and consistently at the Village's Special Master Hearings. Approval of a one (1) year extended contract would be appropriate in light of his service.

FISCAL/BUDGETARY IMPACT:

Funding for this has been budgeted and appropriated, as follows:

- Special Master Hearing Fund: Building and Capital Projects Fund;
- Special Master Hearing – Alarm Registrations Revenue.

RECOMMENDATION:

Approval is recommended in accordance with the Village's procurement policies.

Attachments:

(Exhibit A) – Resolution No. 2013-54
(Exhibit B) – Original Contract
(Exhibit C) – Renewal of last second, one (1) year extension

Darby Delsalle, AICP
Planning and Zoning Director

EXHIBIT A

RESOLUTION NO. 2013-54

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING AND RFQ-2013-PZ-01; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY AND RICHARD L. DOODY, ESQ., PA, FOR SPECIAL MASTER SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the powers granted by the Florida Constitution, and applicable sections of Chapters 162 and 166 of the Florida Statutes, the Mayor and Council adopted Ordinance No. 03-08 on June 2, 2003, creating Article VII, Sections 2-204 through 2-300 entitled, "Code Compliance Procedures"; and,

WHEREAS, the Village requires the assistance of a qualified vendor to implement the "Code Compliance Special Master Services" program to ensure proper municipal adjudication of Village code compliance cases; and,

WHEREAS, according to the rules and procedures set forth in Section 2-204 of the Village's Code, the Mayor and Council have the power to appoint a Special Master provided that certain qualifications are met; and,

WHEREAS, previously the Village issued a Request for Qualifications for Special Master services, and issued a contract award in July of 2009 via Resolution 09-57; and,

WHEREAS, the Special Master Contract is scheduled to expire in July of 2013; and,

WHEREAS, in an effort to once again obtain qualified special master services, the Village issued RFQ-2013-PZ-01, in accordance with established guidelines; and,

WHEREAS, the Village desires to select the most responsive and cost-effective qualified proposer to provide services as delineated in the request for qualifications; and,

WHEREAS, Richard L. Doody, Esq., PA, was determined to be the most responsive and cost-effective proposed vendor; and,

WHEREAS, on May 6, 2013, the Mayor and Village Council approved the selection of Richard L. Doody, Esq., PA, as the most responsive proposer and authorized the Village Manager to begin negotiations with Mr. Doody so as to present a finalized contract to the Village Council at an upcoming meeting; and,

WHEREAS, the Village Manager and Richard L. Doody, Esq., PA, have completed those negotiations and the contract is now being brought back to the Mayor and Village Council for approval; and,

WHEREAS, the Mayor and Village Council desire to approve the contract between the Village and Richard L. Doody, Esq., PA.

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

Section 1. The Village of Palmetto Bay Mayor and Council hereby approves the contract between the Richard L. Doody, Esq., PA, to provide special master services pursuant to RFQ No. 2013-PZ-01. A copy of the contract is attached hereto as Exhibit A.

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

PASSED AND ADOPTED this 3rd day of June, 2013.

Attest:

Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

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

EXHIBIT B

CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY AND MR. RICHARD L. DOODY, ESQ.

This contract is made and entered into this 11th day of ~~July~~ June, 2013, between the Village of Palmetto Bay (Village), a Florida municipal corporation, located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 and Mr. Richard L. Doody, Esq., individually, located at the Law Offices Richard L. Doody, Esq., P.A., 800 East Broward Boulevard, Suite 710, Cumberland Building, Fort Lauderdale, Florida 33301 (Contractor).

WITNESSETH:

WHEREAS, the Village issued a Request for Qualifications (RFQ) for Special Master Services and the Contractor is the sole bidder and qualified candidate to provide services; and,

WHEREAS, Mr. Doody was selected by the Village Council to be the Special Master for the Village; and,

WHEREAS, the Village desires to engage and retain the services of the Contractor to perform Special Master Services as described in this contract and the Contractor desires to accept the engagement; and,

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

1. **WHEREAS CLAUSES**

1.1. The above whereas clauses are incorporated and made a part of this contract.

2. **STATEMENT OF WORK**

2.1 The statement of work for this project shall be as provided in the RFQ for Special Master Services, which is attached as Exhibit 1, and is incorporated and made a part of this contract. **In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.**

3. **COMMENCEMENT DATE AND TERM**

3.1 The term shall commence upon the date of the execution of this contract and expire in two (2) years. Upon the expiration of two (2) years of service, the Contractor may be reappointed for two (2) additional one (1) year options to extend, provided that such reappointment be recommended by the Village Manager and be approved by a majority vote of the Village Council.

3.2 Work shall commence upon the issuance of a written task order by the Village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work.

4. **PAYMENT**

4.1 The Village shall pay the Contractor $100.00 per hour as provided in the RFQ, which is attached as Exhibit 1. The parties agree that the Contractor shall be entitled to a minimum of three billable hours in any month in which the Contractor is required to attend at least one hearing, meeting, or preceding as part of Contractor's Special Master duties.

4.2 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.

5. **TRANSFER AND ASSIGNMENT**

RW
Village

RD
Contractor

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

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

6. MODIFICATIONS-CHANGE ORDERS

6.1 The Village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the performance that does not alter the scope of work. Changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this contract.

6.2 If any changes cause an increase or decrease in the price charged, the maximum amount of the contract, or the time required for conditions of this contract, the Village shall make an equitable adjustment to the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract with a written change order.

7. TERMINATION FOR DEFAULT

7.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract 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.

7.2 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

7.3 The Contractor may terminate this contract 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 the Contractor is unable to complete the services identified in paragraph 2.1 due to causes beyond the Contractor's control.

7.4 The Village shall have no liability to the Contractor for future profits or losses in the event of termination for default.

7.5 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 contract.

7.6 Should the Contractor provide the Village with written notice of cancellation of contract, the Contractor will be required to refund a pro-rata share of the compensation identified in paragraph 4.

8. TERMINATION FOR DELAY

8.1 If the project is suspended or the Contractor's services are delayed by the Village for more than 30 consecutive days, the Contractor may terminate this contract by giving not less than 10 days written notice.

8.2 The liability of the Village upon termination by the Contractor 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 the Contractor to the time of termination by the Contractor. The Village shall not be liable for future profits or losses.

9. TERMINATION FOR CONVENIENCE

RW
Village

RS
Contractor

9.1 The Village may terminate this contract for convenience at any time by giving 10 days notice in writing to the Contractor. The Contractor 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. The Contractor 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.

9.2 In the event that the Village improperly terminates the contract for default under paragraph 7, the termination shall be deemed a termination for convenience under this paragraph.

10. TERMINATION FOR LACK OF FUNDS

10.1 Not withstanding any other provisions of the contract, if the funds anticipated by the Village for the for the payment of work under this contract 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 contract without penalty by giving not less than 10 days written notice of the lack of available funding

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

10.3 For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the Village to the Contractor 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 the Contractor for work performed in the event that payment is not received by the Village from the county, state or federal funding authority. This is a pay-when-paid clause.

11. INTEREST PAYMENTS DUE TO LATE PAYMENT

11.1 The Village shall make payment to the Contractor 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.

11.2 The Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the Village.

12. LIENS

12.1 The Contractor, subcontractors, suppliers and laborers are prohibited from placing a lien on Village's property.

13. INDEPENDENT CONTRACTOR

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

Village

Contractor

14. INDEMNIFICATION

14.1 The Contractor shall defend, indemnify and hold the Village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of any intentional misconduct or negligence.

15. MEDIATION

15.1 Any claim or dispute arising out of or related to this contract 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.

15.2 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.

15.3 Contracts reached in mediation shall be enforceable as settlement contracts in the Circuit Court for the 11th Judicial Circuit for the State of Florida.

16. JURISDICTION AND VENUE

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

17. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

17.1 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 contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

18. NOTICES

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

19. CONTRACTING OFFICER REPRESENTATION

19.1 For the purposes of this contract, the contracting officers are as follows:

To the Village: Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
Attention: Village Manager

To the Contractor: Law Offices Richard L. Doody, Esq., P.A.
800 East Broward Boulevard
Suite 710, Cumberland Building
Fort Lauderdale, Florida 33301
Attention: Richard L. Doody, Esq.

20. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

20.1 The Village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Village

Contractor

20.2 The right to access and examination of records in subparagraph 24.1 shall continue until disposition of any mediation, claims, litigation or appeals.

21. OWNERSHIP OF DOCUMENTS

21.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the Contractor under this contract shall be deemed the property of the Village and the Village shall have all rights incident to this ownership. The Contractor acknowledges that all documents prepared under this contract shall be public records, and shall be subject to the public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Contractor to the Village. The Contractor shall have the right to retain copies of the documents at the Contractor's expense.

22. SEVERABILITY

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

23. ENTIRE CONTRACT

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

24. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

24.1 The Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and the Contractor has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract to the Contractor.

24.2 The Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract 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.

24.3 A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor.

25. WARRANTY OF AUTHORITY

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

26. MISCELLANEOUS

26.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall no be construed against either party by reason of drafting or negotiating this agreement.

[Signature Page to follow].

Village

Contractor

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

The Village of Palmetto Bay

By: _____
Ron E. Williams,
Village Manager

Contractor

By: _____
Richard L. Doody, Esq.

ATTEST:

VILLAGE CLERK

By: _____
Meighan J. Rader,
Village Clerk

Approved as to form:

By _____
Eve A. Boutsis,
Office of Village Attorney

_____
Village

_____
Contractor

Exhibit C

RICHARD L. DOODY, ESQ., P.A.

Mailing Address:
Richard L. Doody, Esq. P.A.
P.O. Box 11511
Fort Lauderdale, Fl 33339 – 1511

Office Address:
2787 East Oakland Park Boulevard
East Landmark Building, Suite 314
Fort Lauderdale, Fl 33306

March 2, 2016

Litsy C. Pittser
Procurement Specialist
Village Hall, Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Re: Special Magistrate Contract with Richard L. Doody Esq. P.A.

Dear Litsy:

Enclosed please find an acceptance of the Village's offer to extend the existing contract for Special Magistrate services. Thanks for your help with this matter, if you have any questions please let me know.

Regards,

Richard L. Doody, Esq., P.A,

VILLAGE OF PALMETTO BAY

March 2nd, 2016

Richard L. Doody, ESQ., P.A.
PO BOX 11511
Ft. Lauderdale, FL 33339

Re: Contract with Richard L. Doody, ESQ., P.A., for Special Master Services

Dear Mr. Doody,

On June 3rd, 2013, Village Council of Palmetto Bay adopted Resolution No. 2013-54, which approved your contract pursuant to RFQ 2013–PZ-001, relating to Special Master Services for the Village of Palmetto Bay. Section 3.1, Commencement Day and Term, of the contract provides for an initial two (2) year term with two (2) additional one (1) year extensions. Your first extension is to expire on June 11, 2016 and the Village is now extending to you the offer to exercise the last one (1) year extension option. If you accept the contract extension, the final year of the contract shall begin June 11, 2016, and end on June 10, 2017. Should you accept, the extension request shall be heard by the Mayor and Village Council for their consideration.

Please indicate your company's concurrence of this contract continuance option below and return to our office with a copy of your company's most recent certificate of insurance. Should you need further information, please feel free to contact 305-259-1234.

Richard L. Doody, ESQ., P.A.

Approved
Richard L. Doody, ESQ.
Owner

Disapproved
Richard L. Doody, ESQ.
Owner

Sincerely,

Litsy C. Pittser, Procurement Specialist

Cc: Darby P. Delsalle, Planning and Zoning Director

PROPOSED
RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AUTHORING THE VILLAGE MANAGER TO EXTEND THE SERVICES OF MR. RICHARD L. DOODY, ESQ. FOR A PERIOD OF ONE (1) YEAR TO SERVE AS THE CODE ENFORCEMENT SPECIAL MASTER FOR THE VILLAGE OF PALMETTO BAY AT AN ESTIMATED ANNUAL COST OF $15,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the powers granted by the Florida constitution, and applicable sections of Chapter 1666 of the Florida Statutes, the Mayor and Council adopted Ordinance No. 03-08 on June 2, 2003, creating a code enforcement chapter entitled, " Code Enforcement Procedures"; and

WHEREAS, according to the rules and procedures set forth in Ordinance No. 03-08, the Mayor and Council have the power to appoint a Special Master provided that certain qualifications are met; and

WHEREAS, the Village published a Request for Qualifications (RFQ 2013-PZ-01) seeking proposals from qualified individuals or firms to provide Special Master Services for code compliance to the Village; and

WHEREAS, based on the qualifications detailed in the proposal submitted by Richard L. Doody, Esq., the Village appointed Mr. Doody as per Resolution No. 2013-54, to the position of Special Master for code compliance for a period not to exceed two (2) years with two (2) additional one (1) year options to extend; and

WHEREAS, the first of the two (2) extensions of the contract ends on June 10, 2016; and

WHEREAS, Mr. Doody is eligible for the first of one (1) more optional contract extension; and

WHEREAS, Mr. Doody has presided competently and consistently at the Village's Special Master Hearings, and approval of the final one (1) year extended contract option would be appropriate in light of his service; and

WHEREAS, the contract provides for a minimum payment of three (3) hours of Special Master Services per month at a rate of $100 an hour; and

WHEREAS, the estimated annualized total cost of Special Master Services based upon prior years is approximately $15,000 and said amount has been budgeted.

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

Section 1. The above recitals are included herein by reference.

Section 2. In accordance with the rules and procedures of Ordinance No. 03-08 and Resolution No. 2013-54, Richard L. Doody, Esq., is hereby reappointed to serve as Special Master for the Village of Palmetto Bay, for a one (1) year period.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this _____ day of April, 2016

Attest: _____ _____

Meighan Alexander — Eugene Flinn
Village Clerk — Mayor

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

_____
Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

ITEM 6C

To: Honorable Mayor and Village Council

Date: April 4, 2016

From: Edward Silva, Village Manager

Re: Storm Drain Cleaning Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA SELECTING ENVIROWASTE SERVICES GROUP TO PROVIDE VILLAGE-WIDE DRAIN CLEANING MAINTENANCE SERVICES; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO PIGGYBACK ONTO THE CITY OF DORAL, FLORIDA RFP #2013-32 CATCH BASIN MAINTENANCE PROGRAM; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $22,000.00 TO ENVIROWASTE SERVICES GROUP, INC. FOR DRAIN CLEANING SERVICES DURING FISCAL YEAR 2015-16; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Polluted stormwater runoff is commonly transported through Municipal Separate Storm Sewer Systems (MS4s), from which it is often discharged untreated into local water bodies. To prevent harmful pollutants from being washed or dumped into an MS4, operators must obtain a NPDES permit and develop a stormwater management program. Today, the Village of Palmetto Bay is required under the MS4 permit to provide and document preventative maintenance efforts used annually to control contamination of stormwater runoff and prohibit illicit discharges into bodies of water. Stormwater management continues to be a joint effort between the Department of Regulatory and Economic Resources, South Florida Water Management District, and the Village of Palmetto Bay in an effort to protect public safety and minimize losses due to potential flooding from storm events. Within the boundaries of the Village there exist areas that are subject to periodic flooding, which can result in damage to property and other health and safety hazards.

The Public Services Department has an ongoing program to clean catch basins that have debris covering the asphalt apron and the top of the grate that may contribute to inadequate flow of water through storm drain systems and tend to cause localized flooding. Some structures may have leaves, silt, and debris staged at the bottom of the inlet. Debris at the bottom of an inlet can find its way into pipes and exfiltration trenches, reducing the efficiency of the drainage system. Through resident input and annual visual inspections, drain structures are identified and cleaned. As part of the ongoing program to clean catch basins, Public Services staff inspects all of the work performed by vendor for accuracy.

The Village of Palmetto Bay requires a contractor to perform catch basin maintenance to include removal of debris at the bottom of an inlet, pipes and exfiltration trenches causing an increase in the efficiency of the drainage system. The Public Services Department contacted EnviroWaste Services Group and requested authorization to piggyback onto an existing Storm Drainage Cleaning Services Contract with the City of Doral. In accordance with Section 2-175(i)(3) of the Village's Charter, the Village intends to utilize the prices submitted through the competitive bidding process as performed by the City of Doral (RFP #2013-32), titled "Catch Basin Maintenance Program" (attached as Exhibit A). EnviroWaste Services Group has agreed to provide the Village with the necessary services and resources for ongoing drain cleaning services for fiscal year 2015-16 in accordance with the terms and conditions delineated in RFP #2013-32.

FISCAL/BUDGETARY IMPACT:

Funding is available and budgeted for this item under "Special Revenue Fund-Stormwater Utility Fund" Drain Maintenance in an amount not to exceed $22,000 for fiscal year 2015-16.

RECOMMENDATION:

It is recommended that the Village Council select EnviroWaste Services Group as the most responsive and responsible bid which was selected through a competitive bidding process as performed by the City of Doral. It is also recommended that the Village Council waive the competitive bidding in accordance with the Village Charter based upon RFP #2013-32 – City of Doral Catch Basin Maintenance Program and allow the Village Manager to enter into negotiations with EnviroWaste Services Group in an amount not to exceed $22,000, with the same terms and conditions as defined in the City of Doral bid (attached as Exhibit B).

Attachments:

(Exhibit A) City of Doral – RFP #2013-32 Catch Basin Maintenance Program

(Exhibit B) Agreement between City of Doral and EnviroWaste Services Group for Catch Basin Maintenance Program

Exhibit A

RESOLUTION No. 15-239

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 1ST ONE YEAR EXTENSION OF RFP #2013-32 "CATCH BASIN MAINTENANCE PROGRAM", AWARDED TO ENVIROWASTE SERVICES GROUP AS PER RESOLUTION NO. 14-36, AND APPROVING THE EXPENDITURE OF $375,000.00 IN CATCH BASIN MAINTENANCE SERVICES FOR THE 1ST ONE YEAR EXTENSION OF THE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on February 19, 2014 the City Council adopted Resolution No. 14-36 which awarded EnviroWaste Services Group (EnviroWaste) a contract for Catch Basin Maintenance for a two year period with an option to renew for an additional two one-year periods in a not to exceed amount of $696,100.00 for the initial two year period; and

WHEREAS, EnviroWaste has provided a professional service that has benefited Doral constituents over the last two years, and has gone over and above that of which is expected; and

WHEREAS, the Public Works Department (PWD) requests the City Council to authorize the City Manager to execute the 1st one year extension of the Contract on or before March 24, 2016; and

WHEREAS, the contract extension shall be under the same terms and conditions as the original Contract; and

WHEREAS, the City Council authorizes the expenditure of $375,000 budgeted on Fiscal Year 2015-16 for these service which will allow for service of new drainage installed in recent years, and service more surface area on a yearly basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The first one-year extension of the Contract in an amount not to exceed $375,000.00 a copy of which is attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract Extension and expend budgeted funds on behalf of the City.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

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

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 2 day of December, 2015.

LUIGI BORIA, MAYOR

ATTEST:

CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL.

WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

Edward Rojas

City Manager

March 1, 2016

EnviroWaste Services Group, Inc.
18001 Old Cutler Road, Suite 554
Palmetto Bay, FL 33157

Re: RFP #2013-32, Catch Basin Maintenance Program – 1st One Year Contract Extension

Dear Mr. Barba,

As you are aware, the above referenced contract is for an initial term of two (2) years with the option to renew for an additional two one (1) year terms. The initial two (2) year period of the contract is set to expire on March 24, 2016.

The City of Doral invites your firm to join us for an additional one year period of services to be provided. This Contract extension shall be under the same terms, conditions and prices as the original and will expire on March 24, 2017.

The City wishes to thank you and your team for the services you have provided over the last two years. It is fully realized that on occasions you have gone over and above that of which is expected of you in your efforts to provide the best possible service to the City of Doral.

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

Sincerely,

Edward Rojas
City Manager

Accepted: EnviroWaste Services Group, Inc. Date:

_____

Eduardo Barba

City of Doral
Request for Proposal
Catch Basin Maintenance Program
RFP #2013-32

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed proposal for consideration to provide the services detailed in the scope of services listed below shall be received by Joe Carollo, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 until **11:00 am on January 15, 2014**. The submittals shall be clearly marked **"Catch Basin Maintenance Program, RFP #2013-32"**.

All submittals shall be publicly opened and recorded on January 15, 2014 at 11:00 am. Late submittals shall **not** be accepted or considered. **A mandatory pre-bid meeting shall be held on Friday, December 20, 2013 at 11:00 a.m. at Doral Government Center, Third Floor Training Room.**

Respondents are to deliver **One (1) original and three (3) copies** in separate 3 ring binders of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposal. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the proposal. No proposal will be accepted without this requirement.**

The City of Doral reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any submittal. The city may reject any or all proposals and re-advertise.

PROJECT OVERVIEW

The City of Doral desires to retain the services of a licensed contractor for the purpose of providing storm drainage system cleaning services. Contractor shall furnish all labor, materials, and equipment necessary for the cleaning of City owned/operated storm drainage system throughout the municipal boundaries as more particularly described herein. Services shall be provided on a Per Unit Price basis as indicated in the Proposal form. Through a Request for Proposal process described herein, licensed contractors interested in assisting the City with the provision of such services must prepare and submit a proposal packet in accordance with the procedure and schedule in this RFP. The City will review submittals only from those contractors that submit an

RFP packet which includes all the information required to be included as described herein.

The City intends to award a contract for Catch Basin Maintenance to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be the greatest benefit to the City.

It is the intent of the City to award a contract for an initial two (2) year terms with an option to renew for two additional one (1) year periods for a possible total of four (4) years, subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

All questions or comments should be directed to the following email at procurement@cityofdoral.com. Inquiries must reference ***Catch Basin Maintenance Program, RFP #2013-32***in the subject line. No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

Solicitations may be found via the City of Doral website, www.cityofdoral.com, under Procurement Division. To obtain the solicitation interested parties must follow the link and register to be able to download the document.

SCHEDULE OF EVENTS

Mandatory Pre-Bid/Proposal Meeting:	11:00 a.m. EST, Friday, December 20, 2013
Deadline for Written Questions:	5:00 p.m. EST, Wednesday, January 8, 2014
Deadline for Submittal and Proposal Opening:	11:00 a.m. EST, Wednesday, January 15, 2014 City of Doral, Government Center 8401 NW 53rd Terrace Doral, FL 33166 For directions call (305) 593-6725

Barbara Herrera, CMC

City Clerk

CITY OF DORAL
RECORD (MASTER) COPY TRANSMITTAL FORM
OFFICE OF THE CITY CLERK

Transmittal From: Public Works Dept.
Department

Delivered by: Luisy Barrera
Name

Date of Transmittal: 3.18.14

City Clerk's Date Stamp

The following record (master) copy is being transmitted to the Office of the City Clerk:

- [ ] Contract
- [x] Agreement
- [ ] Lease
- [ ] Deed
- [ ] Bond Documentation
- [ ] Vehicle Title
- [ ] Special Magistrate Order
- [ ] Other: EnviroWaste Services Group, Inc. for Catch Basin Maintenance Program

Is this record (master) copy to be recorded with the County Clerk? [ ] Yes [x] No

Is this contract/ agreement: [x] Capital Improvement [ ] Non Capital Improvement

Description of Record Copy: Professional Services Agreement w/EnviroWaste for Catch Basin Maintenance Program

Three (3) Sets: Please return two (2) sets to PWD. Thank you.

Approved by Council: [X] Yes [ ] No Council Meeting date: 2/19/14

Office of the City Clerk Administrative Use Only

Received by: Connie Diaz

Reviewed for completion by Barbara Hernandez

Returned to originating Department for the following corrections on: N/A *(Date)*

Digital archive: 3/20/13 *(Date)* Hard copy archive: 3/20/14 *(Date)*

Tracking Log: 3/20/14 *(Date)* Website: 3/20/14 *(Date)*

Copy provided in electronic format to originating Department on 3/20/14 *(Date)*

Originals returned on N/A *(Date)*

SUBMITTING FIRMS

RFP #2013-32 *Request for Proposal Catch Basin Maintenance Program*

← reference number	Respondents (Alphabetically)	Licensed in State of Florida	One (1) original and three (3) copies	Two (2) CDs Containing a PDF Copy	Three (3) previous Stormwater drainage system cleaning contracts in excess of $200,000 within the past three (3) years	Solicitation Response Form	5 Years of Experience	3 References	Sealed Proposals in 3 Ring Binders	Bid Security	Certificate of Insurance, Letter of Insurability	Limits of Liability	Required City Forms	Points Total	Average Score
	reference letter →	A	B	C	D	F	H	I	K	L	M	N		O	P
1	Envirowaste Services Group	X	X	X	X	X	X	X	X	X	X	X	X		
2															
3															
4															
5															
6															
7															

City of Doral, FL

8401 N.W. 53RD TERR.
DORAL, FL 33166

Master

File Number: 14-048

File ID:	14-048	**Type:**	Resolution	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	Council Meeting
		Cost:	$696,100.00	**File Created:**	01/29/2014
File Name:	Award Recommendation RFP #2013-32, Catch Basin Maintenance Program - Enviro Waste Services Group, Inc.			**Final Action:**	

Title: **A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED $696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

Notes: We respectfully request authorization for the City Manager to accept and enter into an agreement with Enviro Waste Services Group, Inc. to provide Catch Basin Maintenance services to the City's Stormwater Drainage Infrastructure in an amount not to exceed $696,100.00 for the initial two (2) year period.

Sponsors:	Public Works	**Enactment Date:**	
Attachments:	Pre Bid Meeting List - RFP-2013-32, Inventory RFP 2013-32, RFP #2013-32 Catch Basin Maintenance Program, Memo, Res. Catch Basin Maintenance Program - Enviro Waste	**Enactment Number:**	
Contact:		**Hearing Date:**	02/19/2014
Drafter:	Jose Olivo	**Effective Date:**	

Approval History

Version	Date	Approver	Action
1	02/13/2014	Al Childress	Approve
1	02/13/2014	Eliza Rassi	Approve
1	02/13/2014	John Herin	Approve
1	02/13/2014	Joe Carollo	Approve
1	02/13/2014	Barbara Herrera	Approve

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Council Meeting	02/19/2014					

Text of Legislative File 14-048

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED $696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

Award Recommendation RFP #2013-32, Catch Basin Maintenance Program - Enviro Waste Services Group, Inc.

Background:
RFP #2013-32 was issued on December 11, 2013 for the purpose of providing Catch Basin Maintenance to the City's Stormwater Drainage Infrastructure for two (2) years with the option to renew for an additional two one (1) year periods. Five (5) firms attended the Mandatory Pre-Proposal Meeting which was held on December 20, 2013. One (1) Proposal was received and opened on January 15, 2014, with the firm meeting the required criteria.

Enviro Waste Services Group, Inc. was deemed the lowest most responsive and

responsible proposer. Attached please find Enviro Waste Services Group proposal, RFP #2013-32 Inventory, Contract Agreement, and the Pre-Proposal sign-in sheet.

Recommendation:

Therefore, we respectfully request authorization for the City Manager to accept and enter into an agreement with Enviro Waste Services Group, Inc. to provide Catch Basin Maintenance services to the City's Stormwater Drainage Infrastructure in an amount not to exceed $696,100.00 for the initial two (2) year period.

Funding for this request is available from the Public Works Stormwater Account #401.80005.500340 ($375,000).

RESOLUTION NO. 14-36

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED $696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to Request for Proposal #2013-32 titled "Catch Basin Maintenance Program" (the "Project"), the City of Doral received one (1) proposal by the January 15, 2014 deadline with the proposing firm meeting the required criteria; and

WHEREAS, upon review of the proposal received, Staff determined that Enviro Waste Services Group, Inc. was the only responsive and responsible proposer (the "Contractor"); and

WHEREAS, a copy of Contractor's submittal to RFP #2013-32, and the Contract Agreement are attached as Exhibit A; and

WHEREAS, the City Council finds that accepting the proposal and entering into a contract for the Project with the Contractor is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

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

Section 2. **Approval.** The Contract between the City and Contractor for the Project in an amount not to exceed $696,100.00 a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

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

[Section left blank intentionally]

The foregoing resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Mayor Boria and upon being put to a vote, the vote was as follows.

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 19th day of February, 2014

LUIGI BORIA, MAYOR

ATTEST

BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY.

Gray Robinson

JOHN R. HERIN, JR., CITY ATTORNEY

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
EnviroWaste Services Group, Inc.
FOR
Catch Basin Maintenance Program

THIS AGREEMENT, dated as of the ***24*** day of ***March 2014***, is made between **EnviroWaste Services Group, Inc.**, a Florida corporation, (hereinafter the "Vendor"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Catch Basin Maintenance Program (the "Services"); and

WHEREAS, the City desires to engage the Vendor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

1. **Scope of Services/Deliverables.**

   1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified in Section 3.1.

   1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

   2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through ***March 24, 2016,*** unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an **additional two (2) one (1) year periods** by written notice to the Vendor.

2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. <u>Compensation and Payment</u>.

3.1 The Vendor shall be compensated in the following manner:

___ A lump sum amount of $_____, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

__V__ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Vendor shall not exceed **$696,100 in the first two year period of the Contract**, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. Sub-contractors.

4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.

4.2 Any sub-contractor used on the Project must have the prior written approval of the City Manager or his designee.

5. City's Responsibilities.

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

5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. Vendor's Responsibilities.

6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement.

7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.

8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.

8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12,3 Ten dollars ($10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:	Joe Carollo, City Manager City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166
With a Copy to:	John Herin, Jr., Esq City Attorney Gray Robinson, P.A. 401 E. Las Olas Blvd., Suite 1850 Ft. Lauderdale, Florida 33301
For The Vendor:	Eduardo Barba, President EnviroWaste Services Group, Inc. 4 SE 1st Street, Second Floor Miami, Florida 33131

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. Nonassignability.

17.1 This Agreement shall not be assignable by Vendor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Vendor, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. Counterparts

24.1 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.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its _____, whose representative has been duly authorized to execute same.

Attest:

_____
Barbara Herrera, City Clerk

CITY OF DORAL

By: _____
Joe Carollo, City Manager
Date: 3/17/14

Approved As To Form and Legal Sufficiency for the Use And Reliance of the City of Doral Only:

_____
John R. Herrn, Jr., City Attorney

Vendor

By: _____

Its: Eduardo Badia, President

Date: 3/13/14

City of Doral

Request for Proposal

Catch Basin Maintenance Program

RFP #2013-32

TABLE OF CONTENTS

1.0	GENERAL CONDITIONS	5
2.0	SPECIAL CONDITIONS	14
3.0	TECHNICAL SPECIFICATIONS	23
4.0	PROPOSAL/BID FORM	28
5.0	REQUIRED FORMS & DELIVERABLES	32

EXHIBIT A: INSURANCE
EXHIBIT B: AGREEMENT

PDF ATTACHMENTS:

- **Doral Street Map (Road Allocation Map)**

City of Doral

Request for Proposal

Catch Basin Maintenance Program

RFP #2013-32

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed proposal for consideration to provide the services detailed in the scope of services listed below shall be received by Joe Carollo, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 until **11:00 am on January 15, 2014.** The submittals shall be clearly marked **"Catch Basin Maintenance Program, RFP #2013-32"**.

All submittals shall be publicly opened and recorded on January 15, 2014 at 11:00 am. Late submittals shall **not** be accepted or considered. **A mandatory pre-bid meeting shall be held on Friday, December 20, 2013 at 11:00 a.m. at Doral Government Center, Third Floor Training Room.**

Respondents are to deliver **One (1) original and three (3) copies** in separate 3 ring binders of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposal. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the proposal. No proposal will be accepted without this requirement.**

The City of Doral reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any submittal. The city may reject any or all proposals and re-advertise.

PROJECT OVERVIEW

The City of Doral desires to retain the services of a licensed contractor for the purpose of providing storm drainage system cleaning services. Contractor shall furnish all labor, materials, and equipment necessary for the cleaning of City owned/operated storm drainage system throughout the municipal boundaries as more particularly described herein. Services shall be provided on a Per Unit Price basis as indicated in the Proposal form. Through a Request for Proposal process described herein, licensed contractors interested in assisting the City with the provision of such services must prepare and submit a proposal packet in accordance with the procedure and schedule in this RFP. The City will review submittals only from those contractors that submit an RFP packet which includes all the information required to be included as described herein.

The City intends to award a contract for Catch Basin Maintenance to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be the greatest benefit to the City.

It is the intent of the City to award a contract for an initial two (2) year terms with an option to renew for two additional one (1) year periods for a possible total of four (4) years, subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

All questions or comments should be directed to the following email at **procurement@cityofdoral.com**. Inquiries must reference ***Catch Basin Maintenance Program, RFP #2013-32***in the subject line. No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

Solicitations may be found via the City of Doral website, www.cityofdoral.com, under Procurement Division. To obtain the solicitation interested parties must follow the link and register to be able to download the document.

SCHEDULE OF EVENTS

Mandatory Pre-Bid/Proposal Meeting:	11:00 a.m. EST, Friday, December 20, 2013
Deadline for Written Questions:	5:00 p.m. EST, Wednesday, January 8, 2014
Deadline for Submittal and Proposal Opening:	11:00 a.m. EST, Wednesday, January 15, 2014 City of Doral, Government Center 8401 NW 53rd Terrace Doral, FL 33166 For directions call (305) 593-6725

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

SECTION 1 - GENERAL CONDITIONS

1.1 DEFINITIONS

(i) **We/Us/Our/City**

These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

The user Department's Contacts for interaction regarding contract administration.

(ii) **You/Your**

The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Bidder will have different obligations than "you" as a Successful Bidder will have upon awarding of this contract.

Proposer/Respondent/Bidder

Any business entity submitting a response to this solicitation.

Successful Proposer/Respondent/Bidder

The Bidder whose response to this solicitation is deemed to be the most advantageous to the City. A Bidder/Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the ITB/RFP and a Notice of Commencement will be issued.

(iii) **Bid/RFP**

The written, sealed document submitted by the Bidder according to the ITB/RFP instructions. A response to this ITB/RFP shall not include any verbal interactions with the City apart from submittal of a formal written submittal.

1.2 CLARIFICATION

Questions regarding this ITB/RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders.

(i) **Written Addenda**

If it becomes evident that this ITB/RFP must be amended, we will

issue a formal written addendum to all registered prospective Bidders via email notification. Addendum will be uploaded to the City's Procurement webpage If necessary, a new Bid opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by the Bidders for the preparation of Bid related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Bidder/Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Bidder may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the Bid documents. No person is authorized to give oral interpretations of, or make oral changes to the bid. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the bid/rfp opening, whichever is earlier, any material submitted in response to this Invitation to Bid will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF BID/RFP

A Bidder may, without prejudice, withdraw, modify, or correct the Submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening Bids/RFP.** The original Submittal as modified by such writing will be considered as the Submittal Bid submitted by the Bidder/Proposer. No oral bid modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL BIDS

The City reserves the right to reject any and/or all Bids or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bid, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Invitation to Bid itself does not in any way constitute a contractual agreement between the City of Doral and the Bidder. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Bidder and

the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this bid prior to delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**
The City is not responsible for any expenses which Proposer may incur preparing and submitting bids called for in this RFP.

(ii) **Interviews**
The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Bidder/Proposer in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

(iii) **Request for Modifications**
The City reserves the right to request that the Proposers/ Bidder(s) modify a proposal/bid to more fully meet the needs of the City.

(iv) **Bid/RFP Acknowledgment**
By submitting a bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Bids**
The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

(vi) **Bid/RFP Submittals Binding**
All bids submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Bids**
An alternate bid will not considered or accepted by the City.

(viii) **Economy of Preparation**
Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidders ability to fulfill the requirements of the bid.

(ix) **Proprietary Information**
In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Request for Proposals/ Qualifications/ Invitation to Bid and the responses are in the public domain. However, the Bidders are required to *identify specifically* any information

contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids/proposals received from Bidders/Proposers in response to this Invitation to Bid will become the property of the City of Doral and will not be returned to the Bidder. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Bidders/Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB/RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, City Provision Code

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Bidder, Proposer or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or

Bidder/Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder, Proposer or Vendor recognizes that with respect to this transaction or bid, if any Bidder, Proposer or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder, Proposer or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder, Proposer or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder", "Proposer" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Bidder/Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s)

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk's Office.

1.11 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or Invitation to Bid (ITB), between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and Bid after the advertisement of said RFP, RFQ, or Bid.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence shall not apply to:

(1) oral communications at pre-bid conferences;
(2) oral presentations before selection or evaluation committees;
(3) public presentations made to the City Council during any duly noticed public meeting;
(4) written communications regarding a particular RFP, RFQ, or bid between

a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

(5) communications with the City Attorney and his or her staff;

(6) duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;

(7) any emergency procurement of goods or services pursuant to City Code;

(8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;

(9) contract negotiations during any duly noticed public meeting;

(10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

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

1.12 Florida Government in the SUNSHINE LAW

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the City of Doral evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its Bid.

1.13 CANCELLATION

In the event any of the provisions of this bid are violated by the Awarded Bidder, the City Manager shall give written notice to the Awarded Bidder stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any

time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

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

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Bidder shall be the responsibility of the Awarded Bidder. Damages occurring to such property while in route to the City of Doral shall be the responsibility of the Awarded Bidder. In the event that such property is destroyed or declared a total loss, the Awarded Bidder shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

1.16 TERMINATION FOR DEFAULT

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

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Doral. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral, the Awarded Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 CONFIDENTIALITY

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.19 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City of Doral reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of

these goods and/ or services as may be available.

1.20 AUDIT RIGHTS AND RECORDS RETENTION

The Awarded Bidder/Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Bidder which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Bidder/Proposer shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

1.21 CAPITAL EXPENDITURES

Awarded Bidder/Proposer understands that any capital expenditures that the Awarded Bidder/Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Bidder/Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Bidder. If Awarded Bidder has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.22 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.23 ATTORNEY FEES

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

1.24 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Bidder/Proposer, or to create any other similar relationship between the parties.

1.25 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Bidder will include, but not be limited to, the following terms and conditions:

A. The Awarded Bidder/Proposer agrees to indemnify, defend, and hold harmless the City, its elected officials or officers, , and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the negligence, or performance of the Agreement whether by act or omission of the Awarded Bidder/Proposer, its agents, servants, employees or others, or because of or due to the mere

existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its employees.

B. The Awarded Bidder/Proposer(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Bidder shall, at its own expense, indemnify, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Bidder/Proposer shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Bidder/Proposer and the City, that the completion time as specified in Awarded Bidder's/Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified

END OF SECTION

SECTION 2 - SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the cleaning of City owned / operated stormwater drainage infrastructure.

2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation for a five-year (5) period of time immediately preceding this Request for Proposal. The firm shall have sufficient financial support, equipment, and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established operation as determined by officials of the City of Doral.

2. Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable Federal, State Statutes and local codes and ordinances.

3. Proposer shall have at least five (5) years of experience operating under its current business name.

4. Proposer must have at least three (3) previous Stormwater drainage system cleaning contracts in excess of $200,000 within the past three (3) years. All of these jobs must have been performed for a governmental entity. Proposer can add additional drainage contracts for reference as necessary (limit contracts information to two 2 pages). **Proposer must show proof of having met these minimum requirements and complete the "Bidder/Proposer Qualification Statement" in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

5. Proposer must show proof of equipment capabilities by providing a list of all equipment to be utilized to complete this service (limit list of equipment to three 3 pages).

6. Proposer must have the ability to obtain a 100% performance and payment bond at time of contract, and must provide a Bid Bond in the amount of five (5) percent of the base bid amount.

2.3 LICENSING

Successful respondent must provide a copy of all licenses, registrations, permits, and other applicable legal or regulatory requirements required to do business in the State of Florida at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org.

2.4 PRE-BID/PROPOSAL CONFERENCE / SITE VIST

A mandatory Pre-Bid/Proposal conference will be conducted for this Request for Proposal at the Doral Government Center, third floor Training Room, on the date specified in the Schedule of events.

Bidders/Proposers are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Bidders/Proposers are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of an Invitation to Bid or Request for Proposal it will be construed that the Bidder/Proposer is acquainted sufficiently with the site(s) and the work to be performed.

2.5 TERM OF CONTRACT

The City and the Awarded Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB/RFP through action taken by the City Council at a fully authorized meeting. If the Bidder/Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a **two (2) year period** from the contracts initial effective date. The City shall have the option to renew for an

additional **two (2) one (1) year periods.** The Awarded Bidders/Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.6 PRICING

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer shall remain fixed and firm throughout the duration of this contract.

2.7 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted on the forms provided by the City. This Request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the proposal may be attached behind the Bid/Proposal Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.8 BID BOND / PERFORMANCE BOND

The Bidder must have the ability to obtain a **100% performance and payment bond** at time of contract. The City must appear listed as obligee on this bond.

The Proposer shall submit proof of their bonding capacity by means of a letter from their bonding company. A **Bid Bond in the amount of five (5) percent** of the base bid amount is required for this project.

2.9 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and proposed amounts submitted. The city will review all submittals for proposal compliance according to the requirements set forth in this RFP and evaluate the submittals in accordance with Section 2.10. In order to be deemed responsive the proposal must meet or exceed the minimum requirements established in Section 2.2, contain all required forms listed and provided in Sections 4 and 5 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval of the City Council, a contract shall be awarded to one (1) Proposer evaluated in accordance with Section 2.10 and selected as the best offer and most responsible, responsive Proposer meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

2.10 EVALUATION FOR PROPOSER SELECTION

Following the opening of the submittal packages, the proposals will be evaluated by City Staff and Procurement Department ranked in the order of the most responsive and responsible respondent. The criteria for ranking will be as follows:

1. **Experience** **(25 points Maximum)**
   Years of experience providing this service as documented on the Proposal Form (Section 4).
   a. 5 -10 years 15 points
   b. >10-15 years 20 points
   c. >15 years 25 points

2. **Performance & Qualifications** **(25 points Maximum)**

Extent to which Proposer meets required bid specifications. Number of jobs performed during the last three (3) years (3 minimum for government entities in excess of $200,000).

a. 3 — 15 points
b. >3-5 projects — 20 points
c. >5 projects — 25 points

3. **Price/Cost Evaluation** **(40 points Maximum)**

The lowest average Cost Proposal will receive 40 points. Every other Proposal previously found to be in the Competitive Range will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (40 points) to arrive at a Cost Proposal score.

- *Example:* Lowest Proposed Price / Proposer's Proposed Price × 40 = Proposal Score
- The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

4. **Clients References** **(10 points Maximum)**

Points may be awarded after verifying vendor's client References (Section 5).

a. 1 satisfactory reference — 1 point
b. 2 satisfactory references — 5 points
c. 3 satisfactory references — 10 points

2.11 INSURANCE REQUIREMENTS

Successful bidder/proposer shall maintain, at their sole expense, during the term of this agreement insurance coverage in accordance to **Exhibit A**

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The certificate must further list the City of Doral as an additional insured with respect to general liability, auto, and excess liability, and loss payee with respect to physical damage and crime coverage.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful proposer must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

2.12 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the bid/proposal to be considered non-responsive.

2.13 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Request for Proposal shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Proposer as though originally so specified or shown, at no increase in cost to the City.

2.14 FORMS

2.14.1 Non-Collusion Affidavit

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the RFP submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Request for Proposal, the Party certifies the Proposer has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Proposer certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

2.14.2 Americans with Disabilities

As part of any Statement of Qualifications, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.14.3 Compliance with Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.14.4 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of

the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

2.14.5 Tie Proposal Form

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

The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

2.15 PROTEST PROCEDURES

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

2.15.1 Address

All protests must be addressed as follows:

Barbara Herrera, City Clerk
Office of the City Clerk
City of Doral
8401 NW 53 Terrace
Doral, Florida 33166

Protests not properly addressed to the address shown above may not be considered by the City.

2.15.2 Protests on the Recommended Award

Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the

protest must be received by the City at the appropriate address in "Address," above, no later than fifteen (15) calendar days prior to the issuing of the Notice of Award at Council Meeting, a written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

END OF SECTION

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

The work covered by the Specifications and Contract Documents consists of the routine mechanical cleaning of storm sewer drainage system with truck mounted sewer vacuum units. Hand labor may be required in areas inaccessible to mechanical equipment to perform the specified work. The storm sewer drainage system is composed of approximately 2,700 drainage structures (including catch basins, manholes, slab covered trench boxes, junction boxes, etc.), 274,000 linear feet of drainage pipe, and 84 outfalls. Cleaning of storm drainage structures will occur as directed by the Public Works Director or his designee on City owned/operated right-of-way.

The Public Works Director reserves the right to assign work on an as needed basis. Routine work shall consist of work scheduled monthly to maintain existing level of service from the storm sewer drainage system and to extend the useful life of the system.

The Contractor shall not begin work until authorized by the City in writing if the form of a Work Order. The Contractor shall commence each authorized City section within five working days of receipt of this notification.

The mechanical storm drainage cleaning operation shall be done in a manner not to damage the storm drainage structures, inlet grates, manhole covers, pipes or pipe joints.

The Contractor shall remove the drainage structure grate or cover and remove by mechanical means all materials that obstruct the structure opening, interior structure pipe openings or pipes such as grass, dirt and debris.

In case of an emergency the Contractor shall provide at least three (3) vac-trucks within a two (2) hour period from request or notification from the City. The cost for an emergency vac-truck shall be invoiced on a per-hour basis. The Contractor shall make additional vac-trucks available to the City if requested.

3.2 DEBRIS REMOVAL AND DISPOSAL

The Contractor shall clean the storm sewer system and remove materials such as but not limited to: rocks, gravel, asphalt, concrete, sand, leaves, tree branches, paper, glass, cans, plastics, tire pieces, wood pieces, and other materials on top of the grates, inside

the catch basins and pipes and in and around the outfalls.

The Contractor shall properly dispose any waste resulting from the operation in an approved facility. Materials removed by the vacuum system shall be disposed of by the Contractor in accordance with all applicable Federal, State, County, and local laws, standards and regulations. The cost associated with the disposal of materials extracted for the storm sewer system shall be included on the unit prices submitted in the Proposal Form.

3.3 LOCATION OF WORK

The City will establish and approve all areas where the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean condition.

Accompanying this specification is an area map indicating main Streets and Avenues within the City of Doral. Existing roadway signs clearly indicate the name of each road. By submitting this proposal, the Proposer certifies that he/she is familiar with the roadways and the proposed scope of work, prior to submitting the Proposal. The City reserves the right to remove specific locations as deemed appropriate.

3.4 DRAINAGE STRUCTURE LOCATION LOG:

The Contractor shall fill the City's Drainage Structure Report Form to record the progress of the work. In this form the Contractor shall record the type of structure serviced, number of structure, orientation of pipes serviced, diameter, length and material of pipes, and date serviced. Additionally the Contractor shall also record the address/location of the structures and any observations such as the current condition of the structures and pipes and any repairs needed. The Contractor shall also keep a log of the amount of material removed/collected during the operation. The reports shall be submitted to the Public Works Department at time of invoice submittal along with the disposal receipts of the material collected.

3.5 EQUIPMENT

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified (approximately 140 structures per month). The truck mounted sewer vacuum unit shall be equipped with a vacuum tube and a 2 stage vacuum compressor along with high pressure water hose. All equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the contractor to

remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Doral. The contractor shall make all man-power necessary to operate said equipment. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment.

All Contractors' vehicles must be clearly marked as being a licensed contractor working for the City of Doral and employees wearing a uniform that identifies the company name at all times.

3.6 SAFETY AND PROTECTION

All the storm sewer drainage system cleaning work shall be accomplished with the truck vacuum unit facing in the same direction as the traffic. All lane closures shall have the prior approval of the Public Works Department. While performing work, the Contractor will be required to provide the necessary Maintenance of Traffic (MOT) plan to warn motorists of work being performed. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series,) the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. The Contractor's employees shall be fully aware of these provisions, especially those applicable to the use of barricades, cones, signage, etc., to provide a safe working environment.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

3.6.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- All employees and other persons who may be affected thereby. The Contractor shall ensure that all employees use proper safety equipment such as but not limited to, orange vest, hard hat, safety glasses, ear plugs, work boots (with safety toe,) gloves, and rain gear.

- Existing facilities, utilities, site amenities, structures, concrete and/or asphalt surfaces, and vehicles on or around the lob site. Damage to public and/or private property shall be replaced and/or repaired at no

additional cost to the City or the owner of the property.

3.6.2 In emergencies affecting the safety of persons or the work or property within the City or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the work or problems caused thereby.

3.6.3 The Contractor, shall at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in Particular, the City of Doral Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire equipment shall be provided and maintained at all times.

No fuels, oils, solvents or similar materials are to be disposed of in any catch basins. The contractor must closely adhere to local, state and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties

3.7 QUALITY ASSURANCE:

The City shall consider the structure and pipe cleaning work completed and accepted when the structure is 100% free of all materials and when the full cross-section of all structure pipes are 100% free of all materials.

Structures or pipes determined unsatisfactorily by the City representative shall be serviced again to the satisfaction of the City within the time specified, at no additional cost to the City. The City representative shall sign the Contractor's daily report at the end of each workday in order for the work to be accepted.

3.8 BASIS OF PAYMENT

Payment shall be full compensation for furnishing all equipment, materials, labor, supervision, maintenance of traffic and incidentals necessary to complete all drainage

systems cleaning as specified. The Contractor shall be compensated based on the work completed and accepted.

3.9 DEFECTIVE WORK

The City will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective,) or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection.

3.10 WORK HOURS:

The cleaning operation of the storm sewer drainage system shall be performed Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m. Weekend work may be authorized in writing and in advance. The City reserves the right to change the Contractor's work hours at its discretion if it determines that established work hours are causing traffic congestion. All work performed shall comply with the City's Noise Ordinance, Ordinance No. 2006-23.

END OF SECTION 3

SECTION 4 – PROPOSAL SUBMITTAL FORM

RFP #2013-32

THIS PROPOSAL IS SUBMITTED TO:
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned Proposer proposes and agrees, if this RFP is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of RFP Security. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the RFP Requirements within ten days after the date of City's Notice of Award.

3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
   (a) Proposer has examined copies of all the RFP Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

   Addendum No. _____ Dated: _____

   Addendum No. _____ Dated: _____

   Addendum No. _____ Dated: _____

   Addendum No. _____ Dated: _____

   (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
   (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
   (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies

(in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Proposer for such purposes.

(e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

(f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.

(g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

4. Proposer understands that the quantities provided are only provided for bid evaluation only. The actual quantities may be higher or lower than those in the bid form.

5. Proposer understands and agrees that the Contract Price is a Unit Price Contract to furnish and deliver all of the Work complete in place. As such the Contractor shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Service for the proposal price of:

Item	Description	Quantity	Unit	Unit Price	Amount
1	Cleaning of Catch Basin	2,060	EA		
2	Cleaning of Manhole	525	EA		
3	Cleaning of Slab-Covered-Trench Box	71	EA		
4	Cleaning of Outfall Structure	84	EA		
5	Cleaning of Pipe	274,000	LF		
6	Emergency Vac-Truck (Includes operator)	160	HR		

PROPOSAL TOTAL _____

6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Proposal shall be addressed to:

Proposer: _____

Address: _____

_____

Telephone _____

Facsimile Number _____

Attention: _____

8. The terms used in this RFP which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions

STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Propose 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS _____ DAY _____, 20____.

Person Authorized to sign Bid/RFP:

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

_____

_____

Phone: _____ Fax: _____ Email: _____

SECTION 5 – FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Statement of No Response
- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Non-Collusion Affidavit
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Proposal Certification
- Bidders Certification
- Certificate of Authority
- Bid Bond
- Payment Bond
- Acknowledgement of Conformance with OSHA Standards

STATEMENT OF NO RESPONSE
RFP #2013-32

FOR PROPOSERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY WRITE "N/A" ON THIS FORM.

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Manager's Office 8401 NW 53rd Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a Bid/Proposal on the above because of the following reasons:

_____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only (explain below)
_____ Insufficient time to respond
_____ We do not offer this product, service or an equivalent
_____ Our schedule would not permit us to perform
_____ Unable to meet bond requirements
_____ Specifications unclear (explain below)
_____ Other (specify below)

REMARKS: _____

Solicitation Response Form

PROPOSER MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

Name: RFP #2013-32, Catch Basin Maintenance Program

Due Date: January 15, 2014 at 11:00 A.M.

Delivery Location: City of Doral
City Clerk's Office
8401 NW 53rd Terrace,
Doral, FL 33166

Submitted by:
(Name of company and address)

_____

_____

_____

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

# of originals:___ # of copies:___ # of CD copies:___

PROPOSER INFORMATION WORKSHEET

RFP #2013-32

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (*circle one*) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (*circle one*) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT
(If different from address provided above):

_____

_____

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)

CONTACT'S SIGNATURE: _____ **DATE:** _____

PROPOSER QUALIFICATION STATEMENT

RFP #2013-32

The Bidder's/Proposer's response to this questionnaire will be utilized as part of the City's overall Bid/Proposal Evaluation to ensure that the Bidder/Proposer meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: refer to applicable sections 2.2, 4 and 5 of this RFP.

ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location _____

   Owner Name _____

   Contact Person _____

   Contact Telephone No. _____

   Email Address: _____

   Yearly Budget/Cost _____

   Dates of Contract From: _____ To: _____

(Continues below)

2. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

BUSINESS ENTITY AFFIDAVIT

VENDOR / BIDDER/PROPOSER DISCLOSURE

RFP #2013-32

I, _____, being first duly sworn state:

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

_____

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

_____

Name of Entity, Individual, Partners, or Corporation

_____

Doing business as (If same as above, leave blank)

_____

Street Address *Suite* *City* *State* *Zip Code*

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	Ownership
		%
		%
		%

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

_____

_____

_____

_____

_____ _____

Signature of Affiant *Date*

_____

Printed Name of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

☐ Personally known, or
☐ Produced identification

_____

Type of Identification

Notary Public - State of _____

My commission expires: _____

_____

Notary Signature

(Printed, typed, or stamped commissioned name of Notary Public)

AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

RFP #2013-32

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

This sworn statement is submitted to the City Of Doral, Florida

by: _____

(*Print individual's name and title*)

for: _____

(*Print name of entity submitting sworn statement*)

whose business address is: _____

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

I, being duly first sworn state:

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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

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

_____

SIGNATURE

Sworn to and subscribed before me this _____ day of _____, 20____.

☐ Personally known, or
☐ Produced identification

_____

Type of Identification

Notary Public - State of _____

My commission expires: _____

_____

Notary Signature

(Printed, typed, or stamped commissioned name of Notary Public)

NON-COLLUSION AFFIDAVIT
RFP #2013-32

State of)

) SS:

County of)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____

(Owner, Partner, Officer, Representative or Agent) of_____ the BIDDER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered in the presence of:

_____ By: _____

_____ _____

(Printed Name) (Title)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the _____ day of _____, 20_____, before me, the undersigned Notary Public of The State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand and official seal.

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Personally identification:

_____
(Type of Identification Produced)

☐DID take an oath, or
☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____

Number of Signatures Notarized: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

RFP #2014-32

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 _____ 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: _____.

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 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 any public entity or an agency or political subdivision of any other state 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 Para. 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 trail 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 Para. 287.133(1)(a), Florida Statutes, means:

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

   2. Any 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, executors, 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 prime 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 Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with

a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any 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. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of it's 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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 THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

_____
(Printed Name)

_____
(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

☐ Personally known, or
☐ Produced Identification

_____
(Type of Identification)

Notary Public – State of _____

My Commission Expires _____

_____
(Notary Signature)
(Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

RFP #2013-32

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____ _____

VENDOR'S SIGNATURE NAME OF COMPANY

_____

VENDOR PRINT NAME

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFP #2013-32

STATE OF }

} SS:

COUNTY OF }

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

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____,20____

_____

Notary Public

_____

(Printed Name)

My commission expires: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFP #2013-32

I, _____, _____
(Individual's Name) (Title)

of _____ do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.14.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

_____
Individual's Signature

_____
Date

CONE OF SILENCE CERTIFICATION

RFP #2013-32

I, _____, _____
(Individual's Name) (Title)

of _____ do hereby certify that
(Name of Company)

I have read and understand the terms set forth under Section 1.11 of this document titled "Cone of Silence".

Attachment of this executed form, as such, is required to complete a valid bid proposal.

_____
Individual's Signature

_____
Date

TIE PROPOSAL CERTIFICATION

RFP #2013-32

I, _____, _____
(Individual's Name) (Title)

of _____ do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.14.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

_____
Individual's Signature

_____
Date

PROPOSER'S CERTIFICATION
RFP #2013-32

I have carefully examined the Request for Proposal, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____
Name of Business

By:

Sworn to and subscribed before me
this ____day of _____,20___

_____
Signature

_____
Name and Title, Typed or Printed

_____
Mailing Address

_____
Notary Public

_____
City, State and Zip Code

STATE OF _____

_____
Telephone Number

_____
My Commission Expires

ACKNOWLEDGEMENT OF ADDENDUMS: ISSUED ADDENDUMS MUST BE SIGNED AND SUBMITTED WITH BID.

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____ a Corporation existing under the laws of the State of_____, held on_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____ , to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of _____ a Corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated,_____ 20_____ , to the City of Doral and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of _____ a Corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated _____, 20____, to the City of Doral official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this_____, day of _____, 20_____.

Secretary: _____

(SEAL)

END OF SECTION

BID BOND

STATE OF)
) SS:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated _____, 2013 for: **RFP #2013-32, Catch Basin Maintenance Program.**

WHEREAS, it was a condition precedent to the submission of said Bid that a Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Doral and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this_____ day of_____, 2013, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

_____ _____ (SEAL)

(Individual or Partnership Principal)

_____ _____

(Business Address)

_____

(City/State/Zip)

_____

(Business Phone)

ATTEST:

_____ _____ Secretary

(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

In the presence of:

_____ _____ By:_____

_____ _____

(Printed Name) (Printed Name)

_____

(Title)

ACKNOWLEDGMENT

State of _____

County of _____

On this the_____day of_____, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary)

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

WITNESS my hand

and official seal.

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

_____

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

☐ Personally known to me, or

☐ Personally identification:

_____

(Type of Identification Produced)

☐ DID take an oath, or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document:_____

Number of Pages:_____

Number of Signatures Notarized:_____

END OF SECTION

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **RFP #2013-32**, awarded the_____ day of _____, 20____, with City for: **Catch Basin Maintenance Services**, in accordance with drawings (plans) and specifications _____which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for **Catch Basin Maintenance Services**, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.

2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and

3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR.**

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

4.1 Complete the Contract in accordance with its terms and conditions; or

4.2 Obtain a Proposal or Proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive PROPOSER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive PROPOSER, arrange for a Contract between such PROPOSER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2013.

WITNESS:

_____
Secretary

_____
(Name of Corporation)

_____
(Signature)

_____
(Type Name)

_____
(Title)

CORPORATE SEAL:

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____
*Agent and Attorney-In-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (_____) _____

*(Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____ , 2013, before me, the undersigned Notary Public of the State of _____ , the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

☐ Personally known to me, or

☐ Produced identification

_____

(Type of identification produced)

☐ Did take an oath, or

☐ Did not take an oath

_____

(Signature)

Notary Public, State of:_____

_____

Printed, typed or stamped name of Notary Public exactly as commissioned.

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we,_____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **RFP #2013-32**, awarded the _____ day of _____, 20_____, with the City for **Catch Basin Maintenance Services**, in accordance with specifications prepared by the City of Doral _____ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and

2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

   2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.

   2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after

complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2013.

WITNESS:

_____
(Secretary)

_____
(Name of Corporation)

_____
(Signature)

_____
(Type Name)

_____
(Title)

CORPORATE SEAL:

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____
*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(City/State/Zip Code) _____

Telephone No.: (_____) _____

*(Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____ , 2013, before me, the undersigned Notary Public of the State of _____ , the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

☐ Personally known to me, or

☐ Produced identification

_____
(Type of identification produced)

☐ Did take an oath, or

☐ Did not take an oath

_____
(Signature)

Notary Public, State of: _____

_____
Printed, typed or stamped name of Notary Public exactly as commissioned.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

_____
(Name of Corporation)

END OF SECTION

ACKNOWLEDGMENT OF CONFORMANCE

WITH OSHA STANDARDS

To the City of Doral,

We , _____hereby acknowledge and
(*Prime Contractor*)

agree that we, as the Prime Contractor for City of Doral, **Catch Basin Maintenance Program, RFP #2013-32**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

_____
(*Subcontractor's Name*)

_____
(*Subcontractor's Name*)

to comply with such act or regulation.

_____
CONTRACTOR

_____ BY:_____
ATTEST

END OF SECTION

EXHIBIT A

INSURANCE REQUIREMENTS – CATCH BASIN MAINTENANCE PROGRAM

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	$1,000,000
Policy Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Products & Completed Operations	$1,000,000

B. Endorsements Required
City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non Owned Autos	
Any One Accident	$1,000,000

B. Endorsements Required
City of Doral listed as an additional insured
Auto Pollution Endorsement MCS-90, or CA 9948

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

A. Limits of Liability
$1,000,000 for bodily injury caused by an accident, each accident
$1,000,000 for bodily injury caused by disease, each employee
$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability (Excess Follow Form)

A. Limits of Liability

Each Occurrence	$1,000,000
Policy Aggregate	$1,000,000

City of Doral listed as an additional insured

V. Contractor's Professional/Pollution Liability

A. Limits of Liability

Each Claim	$1,000,000
Policy Aggregate	$1,000,000
Retro Date Included	

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND

_____

FOR
Catch Basin Maintenance Program

THIS AGREEMENT is made between _____, a Florida corporation, (hereinafter the "Vendor"), and the **CITY OF DORAL, FLORIDA,** a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Catch Basin Maintenance Program (the "Services"); and

WHEREAS, the City desires to engage the Vendor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

1. Scope of Services/Deliverables.

   1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified in Section 3.1.

   1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

   2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through _____, 20__, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Vendor

2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. <u>Compensation and Payment</u>.

3.1 The Vendor shall be compensated in the following manner:

___ A lump sum amount of $_____, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

___ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Vendor shall not exceed $_____, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-contractors.**

4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.

4.2 Any sub-contractor used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

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

5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. **Vendor's Responsibilities.**

6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.

8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.

8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys' Fees and Waiver of Jury Trial.

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification.

12.1 Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12,3 Ten dollars ($10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:	Joe Carollo, City Manager City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166
With a Copy to:	John Herin, Jr., Esq City Attorney Gray Robinson, P.A. 401 E. Las Olas Blvd., Suite 1850 Ft. Lauderdale, Florida 33301
For The Vendor:	_____ _____ _____ _____

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. Nonassignability.

17.1 This Agreement shall not be assignable by Vendor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Vendor, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. <u>Counterparts</u>

24.1 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.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its _____, whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL

_____
Barbara Herrera, City Clerk

By: _____
Joe Carollo, City Manager
Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

_____
John R. Herin, Jr., City Attorney

Vendor

By: _____
Its: _____
Date: _____

PROPOSED
RESOLUTION

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SELECTING ENVIROWASTE SERVICES GROUP TO PROVIDE VILLAGE-WIDE DRAIN CLEANING MAINTENANCE SERVICES; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO PIGGYBACK ONTO THE CITY OF DORAL, FLORIDA RFP #2013-32 CATCH BASIN MAINTENANCE PROGRAM; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $22,000.00 TO ENVIROWASTE SERVICES GROUP FOR DRAIN CLEANING SERVICES DURING FISCAL YEAR 2015-16; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, stormwater management continues to be a joint effort between the Department of Regulatory & Economic Resources, South Florida Water Management District and the Village of Palmetto Bay to protect public safety and minimize losses due to potential flooding from storm events; and

WHEREAS, the Village of Palmetto Bay seeks to provide its residential and business communities with efficient and effective maintenance of its catch basins through its ongoing program to clean catch basins that have debris covering the asphalt apron and the top of the grate that may contribute to inadequate flow of water through storm drain systems and tend to cause localized flooding; and

WHEREAS, Village Council recognizes the environmental importance of the effective treatment of our stormwater runoff within the municipal boundaries of the Village of Palmetto Bay; and

WHEREAS, the Village of Palmetto Bay requires a contractor to perform catch basin maintenance to include removal of debris at the bottom of an inlet, pipes, and exfiltration trenches, thereby increasing the efficiency of the drainage system; and

WHEREAS, through resident input and annual visual inspections, drain structures are identified and cleaned; and

WHEREAS, the Public Services Department contacted EnviroWaste Services Group and requested authorization to piggyback onto an existing Storm Drainage Cleaning Services Contract with the City of Doral; and

WHEREAS, in accordance with Section 2-175(i)(3) of the Village's Charter, the Village intends to utilize the prices submitted through the competitive bidding process as performed by the City of Doral (RFP #2013-32), titled "Catch Basin Maintenance Program"; and

WHEREAS, EnviroWaste Services Group has agreed to provide the Village of Palmetto Bay with the necessary services and resources for ongoing drain cleaning services for

fiscal year 2015-16 in accordance with the terms and conditions in City of Doral (RFP #2013-32); and

WHEREAS, the Village Manager has determined that there is sufficient appropriated funds to pay for this agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

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

Section 2. Pursuant to the Village Charter, the Village Council authorizes the Village Manager to enter into negotiations with EnviroWaste Services Group which submitted the most responsive bid through a competitive bidding process as performed by the City of Doral for Catch Basin Maintenance Program.

Section 3. The Village Council hereby waives competitive bidding in accordance with the Village Charter based upon City of Doral – RFP #2013-32.

Section 4. The Village Manager is authorized to enter into contract negotiations with EnviroWaste Services Group and issue a purchase order in an amount not to exceed $22,000.00 with the same terms and conditions as defined in the City of Doral bid, as attached.

PASSED and **ADOPTED** this _____ day of April, 2016.

Attest: _____

Meighan J. Alexander
Village Clerk

_____

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

ITEM 6D

To:	Honorable Mayor and Village Council	Date:	April 4, 2016
From:	Edward Silva, Village Manager	Re:	2013 Recreational Trails Program-Second Amendment to DEP Agreement No. T1324

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING THE SECOND AMENDMENT TO THE RECREATIONAL TRAILS GRANT AGREEMENT NO. T1324, TO INCREASE THE OVERALL LINEAR FOOTAGE OF TRAILS SLATED FOR IMPROVEMENTS AT CORAL REEF PARK AND INCORPORATE THE RUBBERIZED TRAIL SURFACE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Recreational Trails Program is a competitive grant program administered by the Florida Department of Environmental Protection (FDEP), which awards funding for trail projects that provide new trail facilities or maintain existing ones. Last year, the Village Council authorized staff to request grant funding assistance from the Recreational Trails Program to improve the Coral Reef Park trails. A grant for $181,500 was awarded to the Village to repair and restore the damaged asphalt along the trail and renovate the restroom facilities inside the recreation room for the benefit of the trail users. The grant award defrayed 60% of the total project cost of $302,500. The Village's financial commitment to the project is $121,000 in matching funds, or the equivalent of 40% of the total project cost. Back in July, the scope was amended to replace the restroom renovation with new restroom construction, which was more desirable.

A second amendment is now being requested to expand the overall linear footage of the proposed trail improvements and change the surface of a portion of the trail from asphalt to a rubberized surface. Presently, the grant scope includes the restoration of +/-2,000 discontinuous linear feet of 6 to 8 foot wide asphalt trail. Under the proposed amendment, the total trail restoration area increases to 3,340 linear feet, consisting of 1,185 linear feet of asphalt trail and 2,155 linear feet of new rubberized surface, 8' trail. The new rubberized trail will encompass the east side of the park. Since the Village is not able to change the entire trail on the park's west side, the repaired trail surface will continue to be 6-8' asphalt to match what is currently there.

FISCAL/BUDGETARY IMPACT:
The approved funding levels of $181,500 in grant funds and $121,000 in Village matching funds remain as is. Therefore, there are no budgetary impacts relative to the proposed amendment.

RECOMMENDATION:
Approval is recommended.

PROPOSED
RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING THE SECOND AMENDMENT TO THE RECREATIONAL TRAILS GRANT AGREEMENT NO. T1324, TO INCREASE THE OVERALL LINEAR FOOTAGE OF TRAILS SLATED FOR IMPROVEMENTS AT CORAL REEF PARK AND INCORPORATE THE RUBBERIZED TRAIL SURFACE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, following Council approval, a grant application was submitted to the Florida Department of Environmental Protection (FDEP), through its Recreational Trails Program, to implement needed improvements to the Coral Reef Park Trail; and

WHEREAS, the grant was approved for $181,500 with a grant match of $121,000 for a grant scope of work that included the restoration of +/-2,000 discontinuous linear feet of 6 to 8-foot wide asphalt trail; and

WHEREAS, the Village has identified an area of approximately 1,185 linear feet where the existing asphalt is lifting and needs replacement and another area of 2,155 linear feet where it is possible to replace the asphalt surface with a rubberized surface; and

WHEREAS, FDEP is allowing the Village to amend the grant scope to expand the overall linear footage of trail repairs and enhancements from +/-2,000 linear feet to an overall total of 3,340 linear feet and to incorporate the rubberized surface for a portion of the trail, and has issued a Second Amendment to the DEP Agreement to allow for the change in the scope, with no change in funding requirements; and

WHEREAS, the Village desires to accept the Second Amendment to the DEP Agreement, and the revised scope of work.

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

Section 1. The Village Council hereby approves the Second Amendment to DEP Agreement No. T1324, attached hereto as Exhibit A.

Section 2. The Village Manager is authorized to sign the grant amendment and proceed with the revised scope of work.

Section 3. This Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of April, 2016.

Attest: _____ _____

Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Office of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel-Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

Exhibit A

T13024
(RTP Contract Number)

T1324
(DEP Contract Number)

SECOND AMENDMENT TO

DEP AGREEMENT NO. T1324

VILLAGE OF PALMETTO BAY – CORAL REEF PARK TRAIL

Non-Motorized Diverse Use

THIS SECOND AMENDMENT TO DEP AGREEMENT NO. T1324 ("Second Amendment") affects the Coral Reef Park Trail Project and is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the "DEPARTMENT") and the VILLAGE OF PALMETTO BAY (the "GRANTEE").

RECITALS:

WHEREAS, on or about November 26, 2014, the Department and Grantee entered into a Florida Recreational Trails Program Project Agreement No. T13024 (the "Agreement") for the recreational trail project known as the Coral Reef Park Trail ("Project").

WHEREAS, Agreement as amended, collectively includes Attachments A, B, C, and D, and is incorporated herein by reference.

WHEREAS, Agreement, Attachment A - Grant Work Plan lists required Task Description Project Elements and allocates the total project budget amongst all elements in the Grant Work Plan.

WHEREAS, Grantee listed the Project Elements in their Recreational Trail Program ("RTP) grant application for which Grantee request funding for, and the Department scored Grantee's application based on the inclusion of the list Project Elements during the scoring process.

WHEREAS, Department and Grantee have confirmed that such revisions are within the parameters of the RTP guidelines, Agreement and Attachment A, all as more particularly set forth in this second amendment.

WHEREAS, Agreement requires that revisions be reduced to writing in an Amendment to their Agreement.

WHEREAS, Department is willing to revise the Agreement, all as more particularly set forth in this Second Amendment.

NOW THEREFORE, in consideration of the foregoing Recitals, the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Recitals. The Recitals set forth hereinabove are true and correct and are incorporated herein by reference.

2. Amendments to the Agreement. The Agreement is hereby amended as follows:

Paragraph 4 is hereby modified as follows (deletions are shown as stricken and additions are underlined):

> The following shall be considered the Project Elements, which may be modified by the Department upon a showing of good cause and that the spirit and intent of the Project is maintained: Construction of a new Restroom; renovation of ~~+/-2,000~~ +/- **1,185** Linear Feet, 6 to 8-foot wide asphalt trail **and +/-2,155 Linear Feet of 8-foot wide rubberized trail along discontinuous & continuous areas within the project boundary,** installation of tree dams and sod replacement along the discontinuous areas for improvements throughout the project boundary, an informational kiosk, and related support facilities.

3. Ratification. Except as modified by this Second Amendment and its Attachment A2, the Agreement is hereby ratified and confirmed and remains in full force and effect. In the event of a conflict between the Agreement and this Second Amendment, this Second Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed as of the day and year last written below.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____

Director (or Designee)

Office of Operations

Date:_____

_____

DEP Grant Manager

VILLAGE OF PALMETTO BAY

By:_____

Printed Name:_____

Title:_____

Date:_____

Address:
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Approved as to form and legality:

3/3/2016

DEP Attorney

_____

GRANTEE'S ATTORNEY (if required)

*For amendments with governmental boards/commissions: If someone other than the Chairman signs this agreement, a resolution, statement, or other document authorizing that person to sign on behalf of the Grantee must accompany this amendment.

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS SECOND AMENDMENT:

Specify Type	Letter/Number	Description
Attachment	A-2	Recreational Trails Program Project Grant Work Plan Palmetto Bay – Coral Reef Park Trail RTP Project # T13024 (3 pages)
Attachment	B	Special Audit Requirements (5 Pages)
Attachment	C	Contract Provisions (3 Pages)
Attachment	D	Regulations (1 Page)

ATTACHMENT A-2
RECREATIONAL TRAILS PROGRAM PROJECT GRANT WORK PLAN
Village of Palmetto Bay – Coral Reef Park Trail Maintenance – Nonmotorized/Diverse Use
RTP Project #T13024

Project Tasks, Deliverables, Associated Costs & Completion Dates

Project Task and Deliverable Descriptions	Amount of Costs to be Paid with RTP Funds	Amount of Costs to be Grantee Match (per ratio noted in Application)	Total Estimated Cost for Each Listed Deliverable (RTP + Match)	Completion Date for Each Deliverable	Indicate if to be bid or in-house or combination
#1 Task Description: 100% construction of a restroom and renovation +/- 1,185 Linear Feet, 6 to 8-foot wide asphalt trail and +/- 2,155 Linear Feet of 8-foot wide rubberized trail along discontinuous & continuous areas within the project boundary; installation of tree dams and sod along the discontinuous; installation of an informational kiosk and related support facilities. **#1 Task Deliverables:** 100% construction of a restroom and renovation of +/- 1,185 Linear Feet, 6 to 8-foot wide asphalt trail and +/-2,155 Linear Feet of 8-foot wide rubberized trail, installation of tree dams, sod repair along the discontinuous trail improvements areas, and installation of an	$181,500	$121,000	$302,500	11/26/2016	Bid

Project Task and Deliverable Descriptions	Amount of Costs to be Paid with RTP Funds	Amount of Costs to be Grantee Match (per ratio noted in Application)	Total Estimated Cost for Each Listed Deliverable (RTP + Match)	Completion Date for Each Deliverable	Indicate if to be bid or in-house or combination
informational kiosk and related support facilities.".					
TOTALS	$181,500	$121,000	$302,500		

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Recreational Trail grant program; approved plans and application approved for funding.

Financial Consequences: Failure to meet the performance standard will result in the rejection of the invoice for reimbursement and claim for match.

Instructions and Explanation of Grant Work Plan

Task Description: Include description of task to be completed under this Agreement.

Task Deliverable: Identify what will be completed at the time of the request for reimbursement. If it is part of a construction task, identify what part of the construction will be completed at this point. May be the percentage of completion, amount/number, length, width, surface, etc. Identify what will be submitted as proof of completion (dated photographs, certification of completion, copies of permits, copies of approved plans, etc. One task can have multiple deliverables. Each deliverable must have a detailed budget and completion date.

Note: If task will be contracted and/or subcontracted, a copy of the fully executed contract between the RTP project sponsor and the contractor must be identified as a deliverable under the Task Description and submitted to Pam Lister, or her designee.

Number of Deliverables: Grantee should note as many deliverables as needed to properly complete project, and accommodate required cash flow.

RTP Funds and Grantee Match: Totals must equal amounts indicated in Project Agreement. RTP funds proportionately in every deliverable. Example - 80% RTP, 20% Grantee Match; must show 80% RTP funds in every deliverable.

Amount of Costs to be paid with RTP Funds: Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual**

Services: identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other** costs: identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services). The same level of detail must be identified for the match being claimed under this Agreement.

Schedule of Values: A schedule of values, developed per the construction industry standard, must be submitted with the Commencement Documentation. All invoices submitted as part of the reimbursement process must correspond with Attachment A-2 and the Schedule of Values.

Reimbursements: No reimbursement will be made until deliverable item is completed, and documentation is submitted and approved by the Department Grant Manager. Deliverables must be tied to a physical product, i.e. copy of permit, signed/sealed boundary map, construction documents, quarterly status report (with photos), viewed on site by Robin Birdsong or her designee.

Change in Costs of Deliverables: Any revisions to Attachment A-2 must be formally requested by the Grantee and if agreed upon by the Department, the modifications will be reduced to writing in an amendment to this Project Agreement.

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ATTACHMENT B

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Transportation	20.219	Recreational Trails Program	$181,500	140185

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$181,500	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT C
Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood

hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.

16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**

17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.

19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21. **Compliance with Limitation on Federal Participation (23 CFR 1.9)** pertaining to the use of Federal-aid funds

22. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

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ATTACHMENT D

REGULATIONS

Formal regulations concerning administrative procedures for U.S. Department of Transportation (DOT) grants appear in Title 49 of the Code of Federal Regulations. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
49 C.F.R. 24	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
49 C.F.R. 27	Nondiscrimination on the basis of disability in programs or activities receiving Federal financial assistance.
49 C.F.R. 17	Intergovernmental review of DOT programs and activities.
49 C.F.R. 19	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
49 C.F.R. 18	Uniform administrative requirements for grants and cooperative agreements to state and local governments
49 C.F.R. 20	New restrictions on lobbying
49 CFR 32	Drug-Free Workplace Act
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
2 CFR 1532	Nonprocurement Suspension and Debarment Regulations
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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