



To: Honorable Mayor and Village Council

Date: June 6, 2016

From: Edward Silva, Village Manager *ES*

Re: Interlocal Agreement for
Stormwater Management

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A FIVE (5) YEAR INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR STORMWATER MANAGEMENT (CANAL MAINTENANCE); AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Section 403.0893, of the Florida Statutes, authorizes the establishment of stormwater utilities to plan, construct, operate, and maintain stormwater management systems. The Board of County Commissioners of Miami-Dade County did, by adoption of Miami-Dade County Ordinance Nos. 91-66 and 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create stormwater utility which may operate within a municipality or municipalities.

On October 17, 1995, the Board adopted Ordinance 95-195, amending Section 24-61.2 of the Code of Miami-Dade County, Stormwater Utility Ordinance, thereby granting municipalities the option of obtaining an exemption from the Utility and in turn creating a local stormwater utility.

On July 11, 2005, via Resolution No. 2005-50, the Village of Palmetto Bay exercised its option to be exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County, and to establish a stormwater utility within the boundaries of the Village of Palmetto Bay and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statutes. Stormwater Utility fees collected as part of the County's system are applied to improvements throughout Miami-Dade County based on County priorities. Exemption from Miami-Dade County's Stormwater Utility System ensures that revenue collected from Village residents through the utility fee will be used to maintain and improve drainage systems within the Village.

The Interlocal Agreement between the Village of Palmetto Bay and Miami-Dade County for Stormwater Management is for a period of five years. The attached agreement (Exhibit A)

will replace the current five-year agreement which expires on September 30, 2016. The Agreement is renewable every five years. Under this Agreement, the Village shall maintain and repair shared stormwater systems located within the limits of the drainage service areas in accordance with Village's Stormwater Management Plan. The Village shall be responsible for maintaining aesthetic conditions only for canals and other bodies of water within the Village's boundary. Miami-Dade County shall maintain, repair and enhance shared stormwater management systems located within the limits of drainage service areas in accordance with Attachment "A" and Attachment "B."

The intent of the Miami-Dade County Stormwater Utility and the Village of Palmetto Bay, through this Agreement, is to establish relationships and responsibilities for the maintenance of shared stormwater systems by the Village of Palmetto Bay and Miami-Dade Stormwater Utility. Miami-Dade Stormwater Utility and the Village of Palmetto Bay recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems.

Village administration is requesting authorization from the Village Council to execute the five year Interlocal Agreement with Miami-Dade County Stormwater Utility for Stormwater Management. The term of this new Agreement will be from October 1, 2016 to September 30, 2021.

FISCAL/BUDGETARY IMPACT:

Funding is available and budgeted for this item under "Special Revenue Funds – Stormwater Utility" in an amount not to exceed \$30,000.00.

RECOMMENDATION:

Approval is recommended.



Public Works and Waste Management Department
Stormwater Utility Planning Division
701 NW 1st Court, 5th Floor
Miami, Florida 33136-3912
T 305-372-6529 F 305-372-6425

EXHIBIT A

Carlos A. Gimenez, Mayor

February 8, 2016

Ms. Corrice Patterson, PWD Director
Village of Palmetto Bay
9495 SW 180 Street
Palmetto Bay, FL 33157

Re: Renewal of the Interlocal Agreement for Stormwater Management between the Village of Palmetto Bay and the Miami-Dade County Stormwater Utility for FY 2016/17 to 2020/21

Dear Ms. Patterson:

Please find enclosed for your review, approval, and presentation to your Village's Council, three originals of the five-year Interlocal Agreement for Stormwater Management (Agreement) between the Village of Palmetto Bay (Village) and the Miami-Dade County Stormwater Utility (Utility). The enclosed Agreement will replace the current five-year agreement, which expires later this year on September 30, 2016. This new five-year Agreement will commence on October 1, 2016, and expire on September 30, 2021.

Attachment "A" of the Agreement includes a map of the canal within the Village boundaries, and a Percent - Share table. The only canal currently maintained by the County in the Village is the SW 160 Street Canal, which is entirely within the Village. As a result, the cost-share is 100 percent for the Village. Attachment "B" shows the estimated cost for the maintenance of this canal. The annual cost will not exceed six thousand dollars (\$6,000), while the five-year cost will not exceed thirty thousand dollars (\$30,000). These costs are maximum estimated annual costs, as the County invoices only for actual work performed.

Please return to us three signed originals of the Agreement and a copy of the Village Council's Resolution or Ordinance, authorizing the Village Manager to enter into the Agreement. A fully signed and Board of County Commissioners executed Agreement will be returned to you for your records.

If you have any comments or questions, please contact me or Randall White at (305) 372-6688.

Sincerely,

Lucendia Bell, Environmental Resources Project Supervisor
Stormwater Utility Section

Enclosure: Three Original Five (5) Year Interlocal Agreements

Ec: Marina Blanco-Pape, P.E., Division Director, MDC Stormwater Utility Planning Division
Randall N. White, Manager, MDC Stormwater Utility Section



**FIVE (5) YEAR
INTERLOCAL AGREEMENT**

between

**THE VILLAGE OF PALMETTO BAY
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY
FOR
STORMWATER MANAGEMENT**

MIAMI-DADE COUNTY
STORMWATER UTILITY (305) 372-6688
701 NORTHWEST FIRST COURT, SUITE 500
MIAMI, FL 33136



**FIVE (5) YEAR
INTERLOCAL AGREEMENT
BETWEEN
THE VILLAGE OF PALMETTO BAY (VILLAGE)
AND
THE MIAMI-DADE COUNTY STORMWATER UTILITY (UTILITY)
FOR STORMWATER MANAGEMENT**

THIS FIVE (5) YEAR INTERLOCAL AGREEMENT, [the "Agreement"] by and between the Miami-Dade County Stormwater Utility, a public body corporate and politic, through its governing body, the Board of County Commissioners of Miami-Dade County, Florida [hereinafter sometimes referred to as "UTILITY",] and the VILLAGE of PALMETTO BAY, a Florida Municipal Corporation, through its governing body, the PALMETTO BAY VILLAGE Council of the VILLAGE of PALMETTO BAY, Florida [hereinafter sometimes referred to as "VILLAGE",] is entered into as follows:

WITNESSETH

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

WHEREAS, the Board of County Commissioners of Miami-Dade County, did, by adoption of Miami-Dade County Ordinances No. 91-66 and Ordinance No. 91-120, as amended by Ordinance Nos. 92-44 and 92-86, create a stormwater utility [hereinafter referred to as the "UTILITY"], and which UTILITY may operate within a municipality or municipalities; and

WHEREAS, it is the intent of the UTILITY and the VILLAGE, through this Agreement, to establish relationships and responsibilities for the maintenance of shared stormwater systems by the VILLAGE and the UTILITY; and

WHEREAS, the UTILITY and the VILLAGE recognize that there are operating costs, as well as benefits, associated with maintaining shared stormwater drainage systems; and

WHEREAS, the UTILITY and the VILLAGE want to share these costs in proportion to the drainage area, the service provided, and the benefits received,

Now, therefore, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

ARTICLE I PURPOSES

The UTILITY and the VILLAGE enter into this Agreement to further the following purposes:

- (1) to protect and promote the public health, safety, and general welfare through the management of stormwater run-off;
- (2) to maintain and improve water quality and preserve and enhance the environmental quality of the receiving waters;
- (3) to control flooding that results from rainfall events;
- (4) to deter unmanaged rainwater from eroding sandy soils and causing sedimentation;
- (5) to deter the disruption of the habitat of aquatic plants and animals;
- (6) to promote intergovernmental cooperation in effectively and efficiently managing stormwater run-off;
- (7) to maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with the approved plans. These include maintaining canals, and any required maintenance of flow control structures and stormwater pump stations and their mechanical and electrical components; maintaining stormwater systems as determined by conditions of the system, prevailing environmental conditions, and the level of service established.
- (8) to provide a mechanism for the UTILITY and the VILLAGE to share and allocate the cost of maintaining and repairing shared stormwater drainage systems as stated in (7), above.

ARTICLE II DEFINITIONS

Agreement shall mean this document, including any written amendments, attachments, and other written documents, which are expressly incorporated by reference.

Stormwater Management Plans shall mean stormwater management plans developed by both the VILLAGE and by the UTILITY, to meet the required level of service as established in their respective stormwater management programs or master plan pursuant to Florida Statute 403.0891.

VILLAGE Stormwater Utility Budget shall mean the VILLAGE's developed and approved fiscal year budget which includes a component for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the VILLAGE's Stormwater Management Plans.

Utility Stormwater Budget shall mean the UTILITY's developed and approved fiscal year budget for stormwater management of its drainage system, including capital and operating outlays necessary to maintain the level of service established in the Utility's Approved Plans.

Shared Stormwater Drainage System shall mean that portion of the drainage system owned by either the VILLAGE or the UTILITY to which both the VILLAGE and the UTILITY contribute stormwater runoff and which is further identified in Attachment "A".

Costs allocable to the VILLAGE shall mean those portions of the actual maintenance and operating outlays budgeted by the UTILITY in its yearly budget process, which are allocated to the VILLAGE based on the VILLAGE's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the UTILITY.

Costs allocable to the Utility shall mean those portions of the actual maintenance and operating outlays budgeted by the VILLAGE in its yearly budget process, which are allocated to the UTILITY based on the UTILITY's relative stormwater runoff contribution to the shared portion of the stormwater drainage system of the VILLAGE.

Operating Outlays shall mean expenses budgeted by the VILLAGE and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered reoccurring expenses to sustain yearly stormwater drainage operations.

Capital Outlays shall mean expenses budgeted by the VILLAGE and the UTILITY which are actual expenses incurred in each fiscal year, which due to their nature are considered non-reoccurring and producing a long term benefit to the users. The yearly charges allocable to the VILLAGE or to the UTILITY shall be that amount prorated, plus interest charges and administrative fees, for no longer than the calculated useful life of the capitalized item in no case exceeding 20 years. A separate Interlocal Agreement is required for any approved Capital Outlays that may be amortized beyond the life of this Agreement.

Fiscal Year shall mean the period beginning on October 1 and ending on September 30 of the following year.

Force Majeure shall mean an act of God, epidemic, lightning, earthquake, fire, explosion, hurricane, flood or similar occurrence, strike, an act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of subcontractors, third-party contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

Maintenance is defined by, and limited to, the tasks listed in the Attachment "B" or other related stormwater drainage tasks agreed to by both parties' Project Managers.

Project Manager shall mean the persons designated by the VILLAGE and by the UTILITY to serve as the representative of each for the purposes of exchanging communications

and to issue and receive directives pursuant to and within the powers provided under this Agreement.

Written notice shall mean written communication between the Project Managers.

ARTICLE III STATEMENT OF WORK

The VILLAGE AND the UTILITY shall fully and timely perform all work tasks described in this Statement of Work:

The VILLAGE shall maintain and repair shared stormwater systems located within the limits of the drainage service areas, depicted on the map in Attachment "A-2", in accordance with this Agreement and the VILLAGE's stormwater management plan. The VILLAGE shall be responsible for maintaining aesthetic conditions only on canals and other water bodies within the VILLAGE's boundary by providing for litter and minor debris removal as needed.

The UTILITY shall maintain, repair, and enhance shared stormwater management systems located within the limits of the drainage service areas in accordance with Attachment "A" and Attachment "B".

The VILLAGE's relative stormwater runoff contribution to the UTILITY's shared drainage system and the UTILITY's relative stormwater runoff contribution to the shared drainage system are depicted in Attachment "A".

ARTICLE IV TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of five (5) years commencing on October 1, 2016 and ending on September 30, 2021, provided, however, either party may terminate this Agreement without cause prior to the expiration date upon one (1) year's advance written notice to the other party of its decision to terminate this Agreement.

ARTICLE V VILLAGE AND UTILITY RESPONSIBILITIES

A. Upon the request of either the VILLAGE or the UTILITY, each shall share information in matters related to operations, maintenance, design and construction costs and cost allocation determinations associated with shared drainage systems.

B. The VILLAGE and the UTILITY shall provide notice to each other, as provided, in this Agreement designating their respective Project Manager. Each shall promptly notify each other of any change in the Project Manager designation by written notice as specified in this Agreement.

C. Commencing with fiscal year 2016-2017, and after approval of the Agreement, the costs allocable to the VILLAGE and the costs allocable to the UTILITY based on the relative stormwater runoff contribution to each other's shared portion of the stormwater drainage systems are included in this Agreement and presented as described in Attachment "B". Estimated total expenditures for the five (5) year term of this Agreement are also included and shall not be exceeded.

D. The tasks and levels of service set forth in Attachment "B" may be adjusted by the UTILITY due to prevailing environmental conditions, maintenance needs, or ownership, provided that the total annual estimated expenditures are not exceeded. The VILLAGE may also request modifications to the tasks or level of services set forth in Attachment "B". Any such work requested by the VILLAGE shall commence within reasonable time after the request has been made to the UTILITY. If the tasks and level of service must be adjusted in such a manner that the annual estimated expenditure will be exceeded in any given year, then approval by both parties' Project Managers must be obtained. However, the total five-year cost of the Agreement shall not be exceeded.

E. Payments by the VILLAGE are to be made within 30 days after the bill presentation. In the event of a dispute on the billed amount, the VILLAGE may notify the UTILITY of the nature of the dispute and the UTILITY shall make arrangements for the pertinent records to be made available for inspection by the VILLAGE, as indicated under Article V (H) of this Agreement. Upon resolution of the dispute, payments by the VILLAGE are to be made within 30 days. In the event of an overpayment by the VILLAGE, the UTILITY shall reimburse the VILLAGE within 30 days after verification of the overpayment by the UTILITY.

F. The VILLAGE and the UTILITY shall maintain financial records pertaining to this Agreement for 5 years after the expiration of this Agreement, and shall make them available for inspection and copying at the place where the records are maintained within a reasonable time after receiving a records request.

G. The VILLAGE and the UTILITY shall each be responsible for procuring independently all necessary permits in the performance of their respective work under this Agreement.

H. The VILLAGE and the UTILITY shall each comply with all applicable regulations, ordinances and laws in effect in the performance of this Agreement.

I. If requested, the UTILITY will provide a tentative yearly maintenance schedule at the beginning of each fiscal year. As an update to the yearly maintenance schedule, the UTILITY will coordinate (via e-mail or telephone) with the VILLAGE within 48 hours prior to commencing work in the VILLAGE. The UTILITY contact for maintenance activities will be the Division Director of the Miami-Dade County Transportation and Public Works Department's Road, Bridge, and Canal Maintenance Division.

**ARTICLE VI
COMPENSATION/CONSIDERATION**

A. It is the intent and understanding of the parties that this Agreement is solely for the VILLAGE and the UTILITY. No person or entity other than the VILLAGE or the UTILITY shall have any rights or privileges under this Agreement in any capacity whatsoever, either as a third-party beneficiary or otherwise.

**ARTICLE VII
DEFAULT**

VILLAGE Event of Default

Without limitation, the failure by the VILLAGE to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "VILLAGE event of default". The UTILITY shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the UTILITY determines that a VILLAGE event of default has occurred, the UTILITY shall provide written notice of such default to the VILLAGE and allow the VILLAGE a thirty (30) calendar day period to rectify the "VILLAGE event of default".

In the event that the UTILITY determines that the VILLAGE event of default has not been rectified, the UTILITY shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the VILLAGE are terminated, effective upon such date as is designated by the UTILITY.
2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

UTILITY Event of Default

Without limitation, the failure by the UTILITY to substantially fulfill any of its material obligations in accordance with this Agreement, unless such failures are justified by Force Majeure, shall constitute a "UTILITY event of default". The VILLAGE shall not be required to provide one year prior notice as required under Article IV before terminating this Agreement for default. If the VILLAGE determines that a UTILITY event of default has occurred, the VILLAGE shall provide written notice of such default to the UTILITY and allow the UTILITY a thirty (30) calendar day period to rectify the "UTILITY event of default".

In the event that the VILLAGE determines that the UTILITY event of default has not been rectified, the VILLAGE shall have the right to terminate the Agreement with the following cumulative and independent rights and remedies:

1. The right to declare that this Agreement together with all rights granted to the UTILITY are terminated, effective upon such date as is designated by the VILLAGE.

2. Any and all rights and remedies provided under federal laws and the laws of the State of Florida.

ARTICLE VIII GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The UTILITY and the VILLAGE agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

ARTICLE IX ENTIRETY OF AGREEMENT

The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

ARTICLE X HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE XI RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reasons of this Agreement.

**ARTICLE XII
REPRESENTATION OF VILLAGE**

The VILLAGE represents that this Agreement has been duly authorized, executed and delivered by the VILLAGE Council of the VILLAGE of PALMETTO BAY, as the governing body of the VILLAGE and it has the required power and authority to perform this Agreement and has granted the VILLAGE Manager or the VILLAGE Manager's Designee the required power and authority to perform this Agreement.

**ARTICLE XIII
REPRESENTATION OF UTILITY**

The UTILITY represents that this Agreement has been duly approved, executed and delivered by the Board of County Commissioners, as the governing body of the UTILITY, and it has granted the Miami-Dade County Mayor or the Mayor's Designee the required power and authority to perform this Agreement.

**ARTICLE XIV
WAIVER**

There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement.

**ARTICLE XV
INVALIDITY OF PROVISIONS, SEVERABILITY**

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**ARTICLE XVI
INDEPENDENT CONTRACTOR**

The VILLAGE shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the UTILITY. VILLAGE shall have control of the work performed in accordance with the terms of this Agreement and of all

persons performing the same, and VILLAGE shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

The UTILITY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the VILLAGE. UTILITY shall have control of the work performed in accordance with the terms of this Agreement and of all persons performing the same, and UTILITY shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

Nothing in this Agreement shall be construed as creating a partnership or joint venture between the UTILITY and the VILLAGE.

ARTICLE XVII INDEMNIFICATION

The VILLAGE shall indemnify and hold harmless the UTILITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the UTILITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the VILLAGE or its employees, agents, servants, partners, principals or subcontractors. VILLAGE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the UTILITY, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the VILLAGE shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which, when totaled with all other claims or judgement paid by the VILLAGE arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the VILLAGE.

The UTILITY does hereby agree to indemnify and hold harmless the VILLAGE to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the UTILITY shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgements or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the UTILITY. However, nothing herein shall be deemed to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE or any unrelated third party.

ATTACHMENT "A"

"A-1" - Percent Share Calculation Table

"A-2" - Canals and Drainage Basins Map

ATTACHMENT "A"

VILLAGE OF PALMETTO BAY CANAL DRAINAGE AREAS & % SHARE

<u>CANAL NAME</u>	<u>FULLY ENCLOSED</u>	<u>% SHARE</u>
SW 160 ST CANAL	Yes	100%

2/8/2016

ATTACHMENT "B"

Five (5) Year Cost Share Table

(see attachment)

ATTACHMENT "B"

**CANAL MAINTENANCE ESTIMATED COSTS (FY 2016/17 to 2020/21)
Village of Palmetto Bay**

Selected Level of Service Shown Shaded

Culvert Cleaning - Above Water

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Villages's Cost at Selected Level of Service (0 cycles) \$0

Line Item 1

Culvert Cleaning - Below Water

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Village's Cost at Selected Level of Service (0 cycle) \$0

Line Item 2

Mechanical Harvesting

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total						\$0

Village's Cost at Selected Level of Service (0 cycles) \$0

Line Item 3

Herbicide Treatment (submersed, bank and emergent areas treated)

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$1,300	\$2,600	\$3,900	\$5,200	100	\$5,200
sub-total	\$1,300	\$2,600	\$3,900	\$5,200		\$5,200

Village's Cost at Selected Level of Service (4 cycles) \$5,200

Line Item 4

Mowing - Flat

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Village's Cost at Selected Level of Service (0 cycles) \$0

Line Item 5

ATTACHMENT "B"

**CANAL MAINTENANCE ESTIMATED COSTS (FY 2016/17 to 2020/21)
Village of Palmetto Bay**

Mowing - Slope

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$0	\$0	\$0	\$0	100	\$0
sub-total	\$0	\$0	\$0	\$0		\$0

Village's Cost at Selected Level of Service (0 cycles)

\$0

Line Item 6

*** Obstruction Removal / Emergency - Contingency**

Canal	Cycles per Year				Municipality's	
	1	2	3	4	% Share	Cost
SW 160 St	\$800	\$1,600	\$2,400	\$3,200	100	\$800
sub-total	\$800	\$1,600	\$2,400	\$3,200		\$800

Village's Cost at Selected Level of Service (1 cycle)

\$800

Line Item 7

Summary of Costs

PALMETTO BAY ANNUAL MAXIMUM COST (Line Item #1 thru #7)

\$6,000

PALMETTO BAY 6-YEAR MAXIMUM COST

\$30,000

NOTES:

- 1 Level of Service and Costs based on work performed by Miami-Dade County Transportation and Public Works Department
- 2 * Requires prior Village and County staff approval

TASK: CHEMICAL TREATMENT COSTS FOR SW 160 STREET CANAL

Fiscal Year	Work Dates	# of Cycles	Total Cost	Cost per Cycle
2012	1/26, 4/10	2	\$ 2,600	\$ 1,300
2013	1/8, 3/26, 6/19, 9/25	4	\$ 5,000	\$ 1,250
2014	12/11, 3/6, 6/5	3	\$ 2,900	\$ 967
2015	10/1, 12/10, 3/12, 6/15, 9/9	5	\$ 5,200	\$ 1,040

Total = \$ 4,557

Average Cost per Cycle = \$ 1,139.17

PROPOSED Cost per Cycle = \$ 1,300.00



To: Honorable Mayor and Village Council

Date: June 6, 2016

From: Edward Silva, Village Manager *ES*

Re: Purchase of two (2) 2016 Starcraft
Ford E-450 21-passenger buses

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF CREATIVE BUS SALES, INC. FOR THE PURCHASE OF TWO (2) 2016 STARCRAFT FORD E-450 CHASSIS 21 PASSENGER BUSES WITH ACCESSORIES FROM CREATIVE BUS SALES, INC. PURSUANT TO INVITATION TO BID NO. 1516-11-002 IN AN AMOUNT NOT TO EXCEED \$119,712.00; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

As part of the Peoples Transportation Plan (PTP) and the Citizen Independent Transportation Trust (CITT), the Public Services Department implemented its transit operation in 2006 to supplement the transit services provided by Miami Dade Transit. Transit is a key issue in the Village of Palmetto Bay due to roadway capacity diminishing.

The Village currently provides free community shuttle service to residents and visitors five days per week with one bus operating a split route (Route A and Route B). Today, the Village owns three shuttle buses (#3973, #3974, and #4262). Two of the Village's existing shuttle buses (#3973 and #3974) are outdated, nine years old, and frequently in the shop for repairs costing the Village thousands in repairs annually while inconveniencing passengers. Due to the ongoing costly repairs, the Public Services Department recommends the purchase of two new shuttle buses in an effort to replace the two outdated shuttle buses that cause inconvenience. The purchase of new shuttle buses will ensure reliable service to the residents in the community.

Below is a chart of the expenses incurred repairing the existing outdated shuttle buses for fiscal years 2011-2016:

Vehicle Type/ Mileage	Year	FY-2011	FY-2012	FY-2013	FY-2014	FY-2015	FY-2016	Total FY 2015- 2016
Ford E-450 (#3973) 142,554	2006	\$4,385.76	\$1,049.54	\$5,857.80	\$5,432.30	\$12,313.87	\$9,427.62	<u>\$38,466.89</u>
Ford E-450 (#3974) 109,866	2006	\$6,470.92	\$27,331.31	\$3,362.09	\$8,038.01	\$4,883.04	\$2,817.84	<u>\$52,903.21</u>

As illustrated on the above chart, the outdated existing buses ending in VIN #3973 and #3974 have cost the Village thousands of dollars in repairs between fiscal years 2011-2016; therefore, the purchase of new shuttle buses, designed to our specifications is recommended. The proposed new shuttle buses will seat a total of 21 passengers which includes two wheelchair stations equipped with a wheelchair lift to meet ADA regulations.

A competitive bid process was followed for the procurement of the 21 passenger paratransit shuttle bus with the issuance of Invitation to Bid (ITB) No. 1516-11-002. The bid was advertised on March 16, 2016. All bids received were publicly read and announced during a public meeting that occurred on April 8, 2016. A total of five contractors submitted a bid response. They were as follows:

<u>Proposer</u>	<u>Total Cost/Bus</u>
1. Atlantic Bus Sales	\$61,850.00
2. William Lehman Leasing	\$69,900.00 with \$2,200.00 Government Rebate
3. Creative Bus Sales	\$59,856.00
4. Get Away Bus, LLC	\$58,936.00
5. FL Transportation System	\$60,123.00

Village administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience, and references. After thorough review of the bid documents provided by all five responders, it was determined that Creative Bus Sales (2nd lowest bidder) provided the Village with the most responsive and responsible bid. The specifications of their submittal are consistent with the scope of work detailed in the ITB solicitation and the proposal is in the best interest of the Village.

The cost associated with operating the Village's circulator system is estimated at approximately \$141,000.00 per year. The twenty percent of the receipts generated by the People's Transportation Plan (PTP) fund the operational cost of the Village's Transit Circulator System. The revenue from the twenty percent portion of the PTP funds on an annual basis is approximately \$175,000.00. The total cost of the two new shuttle buses is One Hundred Nineteen Thousand Dollars Seven Hundred and Twelve Dollars (\$119,712.00). The old and outdated will be disposed by auction on GovDeals.com or used as back-up shuttle buses for special events or in the event of an emergency as directed by the Village Manager.

The Village desires to purchase two 2016 Starcraft 21 Passenger buses with Ford E-450 Chasis gas engine transit buses from Creative Bus Sales, Inc., which is the company that met the specifications as detailed in ITB #1516-11-002 as illustrated in the attached proposal (Exhibit A). The selection committee recommends the selection of Creative Bus Sales, Inc., as they provided the Village with the most responsive and responsive bid for the purchase of the two passenger buses.

FISCAL/BUDGETARY IMPACT:

The Village has funding available and budgeted for this item under "Special Revenue Funds – CITT 20% Transit Half Cent Tax" in an amount not to exceed \$119,712.00. The approval of this project will leave an unexpended balance of \$72,004.00 for the purchase of a third bus.

RECOMMENDATION:

It is recommended that the Village Council approve the Resolution authorizing the Village Manager to purchase two 2016 Starcraft 21 passenger buses with Ford E-450 Chasis gas engine transit buses from Creative Bus Sales, Inc., to ensure reliable service to the residents of the community.

Attachments:

Exhibit A (Proposal)

Village of Palmetto Bay
Finance Department Procurement Action
AWARD RECOMMENDATION



To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 4/18/2016

ITB#: ITB# 1516-11-002 Item/Service: (2) 21 Passenger Shuttle Buses

Attached please find the tabulation sheet with all the proposers that took part of this open bid.

I. Procurement Comments:

During the administrative review, the committee involved was Corrice Patterson, Danny Casals and Juan Lopez. After reviewing the (5) bids that we submitted for ITB# 1516-11-002 it was found that Creative Bus Sales, Inc. was the chosen Company. Although all the other companies had the same credentials, the decision was based on, providing the type of bus that was asked for on the ITB without substitutions and was second to the lowest price.

II. Recommendation:

a. Which bid is being recommended?

Creative Bus Sales, Inc.

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

If No, is the variance considered: Minor Major

c. Is the recommendation the lowest bid received? Yes No (Not Applicable)

The results of the recommendation are attached.

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

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection on the next Council meeting on May 2nd, 2016.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

Edward Silva, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF \$25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

EXHIBIT A



BID OPENING - INVITATION TO BID (ITB)
21 PASSENGER PARATRANSIT SHUTTLE BUS

No. 1516-11-002

APRIL 8, 2016 - 11:00 AM

Proposer:

Atlantic Bus Sales
William Lehman Leasing

Total Price:

\$ 61,850.00 per bus
\$ 69,900.00 per bus
(2,200.00 - Gov't
Price
Concession
Rebate,

Creative Bus Sales, Inc.

\$ 59,856.00 per bus

Get Away Bus, LLC.

\$ 58,936.00 per bus

Florida Transportation Systems, Inc.

\$ 60,123.00 per bus

Opening conducted and verified by:

Meighan J. Alexander
Meighan J. Alexander
Village Clerk

Witnesses:

[Signature]

DARBY DESAULE
Print Name

Melissa Dodge

Melissa Dodge
Print Name

04-08-16A11:01 RCVD

Village of Palmetto Bay

Bid Tabulation & Checklist – Invitation to Bid No. 1516-11-002

21 Passenger Para Transit Shuttle Bus

Bid Open Date: April 8th, 2016 at 3:00pm



(3) Atlantic Bus Sales (5) William Lehman Leasing (2) Creative Bus Sales, Inc. (4) Get Away Bus LLC (1) Fl. Transportation Systems

Proposal/Amount	Atlantic Bus Sales	William Lehman Leasing	Creative Bus Sales, Inc.	Get Away Bus LLC	Fl. Transportation Systems
Price Per Shuttle Bus	\$61,850.00	69,900.00 (\$2,200) Govt Rebate	\$59,856.00	\$58,936.00	\$60,123.00
Proposal Checklist					
Sealed Copies of Proposal with electronic files	✓	✓	✓	✓	✓
Section 8	✓	✓	✓	✓	✓
Exhibit B (If Applicable)	✓	N/A	N/A	N/A	✓
Floor Plan	✓	✓	✓	✓	✓
Insurance	X	X	X	✓	✓
Transit Bus Quality Program	✓	✓	✓	X	✓
State of Florida Dealer License	✓	X	✓	X	✓
Warranties	✓	✓	✓	✓	✓
Addendum Acknowledgment	✓	X	X	✓	✓
References	✓	✓	✓	X	✓

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Monday, March 16, 2016
 Publication(s): Daily Business Review

Fl. Transportation (50) *James Lee*

Village of Palmetto Bay

Bid Tabulation & Checklist – Invitation to Bid No. 1516-11-002

21 Passenger Para Transit Shuttle Bus

Bid Open Date: April 8th, 2016 at 3:00pm



Proposal Amount	Atlantic Bus Sales	William Lehman Leasing	Creative Bus Sales, Inc.	Get Away Bus LLC	Fl. Transportation Systems
Price Per Shuttle Bus	② \$61,850.00	⑤ \$69,900.00 (\$2,200) Govt Rebate	① \$59,856.00	③ \$58,936.00	④ \$60,123.00
Proposal Checklist					
Sealed Copies of Proposal with electronic files	✓	✓	✓	✓	✓
Section 8	✓	✓	✓	✓	✓
Exhibit B (if Applicable)	✓	N/A	N/A	N/A ✓	✓
Floor Plan	✓	✓	✓	✓	✓
Insurance	X	X	X	✓	✓
Transit Bus Quality Program	✓	✓	✓	X ✓	✓
State of Florida Dealer License	✓	X	✓	X	✓
Warranties	✓	✓	✓	✓	✓
Addendum Acknowledgment	✓	X	X	✓	✓
References	✓	✓	✓	X ✓	✓

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Monday, March 16, 2016
 Publication(s): Daily Business Review

Creative Bus Sales, Inc. Danny Cards

Village of Palmetto Bay

Bid Tabulation & Checklist – Invitation to Bid No. 1516-11-002
 21 Passenger Para Transit Shuttle Bus
 Bid Open Date: April 8th, 2016 at 3:00pm



Proposal Amount	Atlantic Bus Sales	William Lehman Leasing	Creative Bus Sales, Inc.	Get Away Bus LLC	Fl. Transportation Systems
Price Per Shuttle Bus	(4) \$61,850.00	(5) \$89,900.00 (\$7,200) Govt. Rebate	(1) \$59,856.00	(2) \$58,936.00	(3) \$60,123.00
Proposal Checklist					
Scaled Copies of Proposal with electronic files	✓	✓	✓	✓	✓
Section 8	✓	✓	✓	✓	✓
Exhibit B (if Applicable)	✓	N/A	N/A	N/A	✓
Floor Plan	✓	✓	✓	✓	✓
Insurance	X	X	X	✓	✓
Transit Bus Quality Program	✓	✓	✓	XV	✓
State of Florida Dealer License	✓	X	✓	XV	✓
Warranties	✓	✓	✓	✓	✓
Addendum Acknowledgment	✓	X	X	✓	✓
References	✓	✓	✓	X	✓

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Monday, March 16, 2016
 Publication(s): Daily Business Review

Creative Bus Sales, Inc. - CPB



Creative Bus Sales



21 PASSENGER PARATRANSIT SHUTTLE BUS
Bid No. 1516-11-002

Les Burres
Transit Sales
Creative Bus Sales
O 904.241.6004 C 904537.7710 lesb@creativebussales.com



Table of Contents

1. Cover Letter and company information
2. Bid Proposal Price Form
3. Required Proposal Forms
4. Exceptions to Technical Specifications
5. Certificate of Compliance FMVSS (School Bus Rollover Protection)
6. Floor Plan
7. Product Catalogues
8. Transit Bus Quality Program Certificate
9. State of Florida Dealer License
10. Warranty Information

1



Creative Bus Sales

March 29, 2016, 2016

Village of Palmetto Bay FL
Procurement Division

Thank you for providing Creative Bus Sales with the opportunity to work with the Village of Palmetto Bay on this procurement. Our team is committed to working with you to ensure the Creative Bus Sales reputation for sales and service is properly presented.

Creative Bus Sales is a family owned and operated business with over 25 years of experience in the bus industry. Creative Bus Sales has more expertise with vehicle sales, service, parts, warranty and customer satisfaction than any other dealership in the nation. We have multiple Sales and Service facilities located throughout the State of Florida including a facility in Davie, FL.

It is our goal to provide the Village of Palmetto Bay with quality equipment, meet delivery requirements and provide the after sales service Creative Bus Sales is nationally known for.

Sincerely,

Les Burren
Transit Sales

THE CREATIVE COMMITMENT



INTEGRITY | LOYALTY | SERVICE



Creative Bus Sales

CONTENTS

The Creative Commitment is our customer pledge that we integrate into our everyday business practices. By applying our strengths and resources we have been able to promote development not only within our dealership, but throughout the bus industry. The principles outlined here guide us as we continue to operate as the nation's largest and most successful bus dealership.

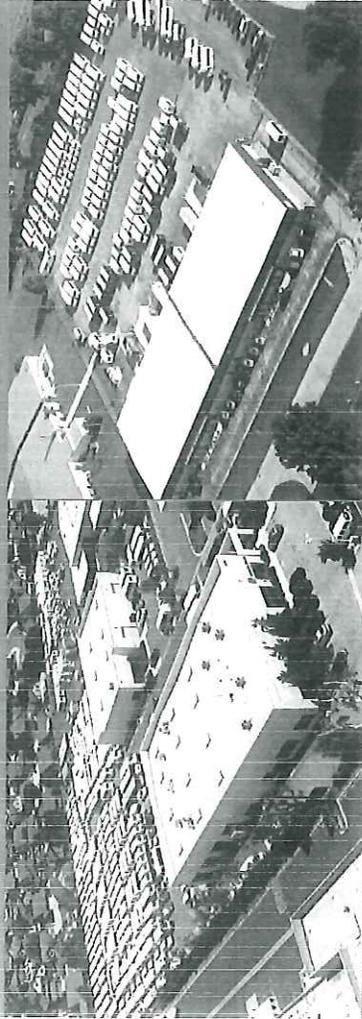
No two family owned businesses are alike and Creative Bus Sales is no exception. We hold over thirty years of experience in the bus industry and twenty five years with current ownership. We are grateful to maintain the distinction as the nation's largest bus dealership for many years.

Expanding from our California base, we now have locations in Arizona, Colorado, Florida, Indiana, Nevada, New Mexico, New York, Oklahoma, Oregon, Texas, and Washington state.

Anticipating the demand for alternative fuels conversion and services, we launched Green Alternative Systems (GAS) in 2007. With locations in Indiana, California, and New York, GAS has become the largest converter of buses and medium duty trucks in the industry.

After all this we are still family owned and operated. Each of our 17 locations remains fully operational with sizable staff and properties. We're excited to learn what the future holds for Creative Bus Sales.

- 1 Integrity
- 2 Nation's Largest
- 3 Lifetime Commitment
- 4 Relationship Management
- 5 Leading Performance
- 6 Partner Relationships
- 7 Manufacturer Feedback
- 8 Product Development
- 9 Customer Needs
- 10 Customer Testimonials



1 • INTEGRITY

At Creative Bus Sales (CBS), we pride ourselves on maintaining sound and honest business practices. From the communication with the manufacturer, to the transactions with suppliers, down to conversations with our varied customer base we strive to provide top-level service. With each interaction we look forward to providing the most up-to-date information in the bus industry and offering guidance to current and future customers.

Since we provide a range of services, from 300 bus deliveries for government contracts to bus parts for hometown service centers, it would be easy to favor one client above another. At Creative, it is our mission to treat every customer with honest communication and the best possible service. No matter if we are securing a loan for a customer or performing routine maintenance on a vehicle, we look to provide the most value for each customer's unique situation.

Throughout our long history in the bus industry, we have aimed to develop standards that lead the market and support all of our customer needs.

We offer bus repair and bus maintenance including on-site service, parts, warranty, fleet contract services, and routine maintenance. In addition to warranty repairs, we handle preventative maintenance and services, including C/P inspections. If you have a CNG fuel system, we look forward to seeing you every three years or 36,000 miles for your required cylinder inspection.

We're extremely proud of the supportive relationship we're able to have with our customers. If you purchase a bus from us, we look forward to adding you to the Creative Family.

2 • NATION'S LARGEST

At CBS our success is not by chance, but rather from a dedicated commitment to serving our customer's needs. We believe a local relationship with our customers is necessary to fully understand and fulfill their needs. That's why each CBS location is locally managed and operated. Each location is empowered to make the critical decisions necessary to support our customers and provide a timely response to an issue that may arise. How does being the nation's largest dealer benefit our customers over our competition?

Local Service & Nationwide Feedback We are able to provide local operations with the resources and benefits that are out of reach of the competition. Our locations draw on the technical expertise and experience of the entire organization. We have technical services personnel that have more daily interactions with customers and their vehicles than any other organization in the industry, including any manufacturer.

Variety We offer customers the largest selection of new and used bus brands and models in the industry. We can provide the best product to suit their needs, as we are not limited by the products we sell.



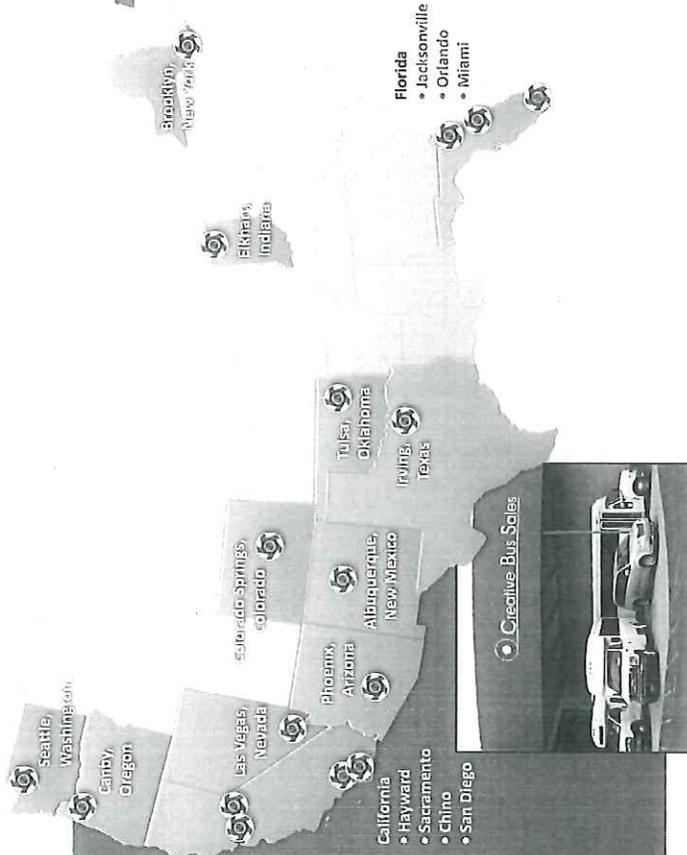
Priority Production
Thanks to priority production rates and lead times from our manufacturers when other dealers cannot deliver, CBS can.



Proven Finance We offer the best pricing available – without exception. We have the added financial capacity to back our commitments and fulfill our obligations.



Longevity The lifetime of a bus can span from five to 10 years. Given our proven longevity in the industry, you can be assured we will be there for you for the life of your vehicle and when you're ready to purchase a new one.



3 • LIFETIME COMMITMENT

We aren't here for the short-term sale. We hold a lifetime commitment to every customer with after sales service and support designed to be as convenient as possible.

We built our company on doing the right thing and supporting our customers even in the most challenging of times. With over thirty years of industry and customer service experience you can have confidence that CBS will be there for you. Our commitment is best demonstrated by our long term customer base of the nation's largest fleet operators. We maintain some of the largest car rental, parking, hotel, retirement facility, transit agencies and transit operators on our list of long-term customers.

We are extremely proud of the supportive relationship we have with all of our customers. Every customer from the 500 bus fleet manager to the single bus owner operator enjoys the same commitment from CBS.



4 • RELATIONSHIP MANAGEMENT

How does the nation's largest bus dealership stay connected to its customers? Effective relationship management. We focus on developing a partnership before the sale through a transparent process that continues well after the sale. Here are a few ways in which Creative uses relationship management to keep our clients happy.

Unwavering Commitment To Excellence

Wearing the badge of #1 is certainly one we're proud of but we don't stop there. From the moment you begin to search we're here! You can peruse photos, filter by seating capacity, make, model, and more! Once you decide to contact our stellar sales force, you can rest assured you'll get the attention you deserve.

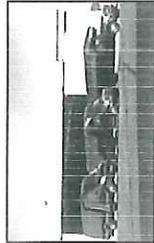
Dependable Service To Help You Succeed

The communication doesn't end when your vehicle is delivered. You don't just purchase a bus from us - you gain access to our entire parts and service team, our finance company, and warranty department. We're always just a call or e-mail away.

Nationwide Assistance

You can be certain that we'll be where you need us when you need us. With multiple locations throughout the United States in Arizona, California, Colorado, Florida, Indiana, Nevada, New Mexico, New York, Oklahoma, Oregon, Texas, and Washington state, our family of companies is never far from reach.

5 • LEADING PERFORMANCE



To reach the position of the nation's largest, we've aligned ourselves with a number of strategic partners. Part of what enables us to foster these relationships is our high level of performance that continues daily. How have we managed to create so many varied manufacturers and strategic partners? Our continuous performance means manufacturers are delighted to and often seek out partnerships with us. Companies continue to contract with us because of our success.

This gives us an expansive inventory that includes new and pre-owned buses and vans ready for commercial, transit, school, or personal use. We carry an assortment of floor plans and configurations, including wheelchair accessible vehicles, to meet every need. With a wide range of pre-owned stock and new buses available, we are confident that you will find the bus you need.

We are extremely proud that we've been able to maintain high quality and sales, not just for our own benefit, but also for the benefit of our partners. We hope to preserve outstanding relationships with these companies for years to come.

6 • PARTNER RELATIONSHIPS

At CBS we maintain long-term industry relationships with vendors and manufacturers. Other dealers push the "flavor of the day" or the manufacturer of the moment to enhance their profitability on a single sale. We do not believe in such an approach. While we have added many brands to our offerings, we remain loyal to all our partners that meet our standards and our customer's expectations.

We have represented many manufacturers for more than twenty years. These partnerships enable CBS to receive the highest level of priority with all our manufacturers. Our priority with our partners ensures our customers receive priority with those partners. We are your voice to the industry and you benefit from our collective years of partnership with the industry's leading suppliers.



Ameritrans

ARBOC

BraunAbility

CHAMPION BUS, INC.

CC

EIDorado National

FEDERAL COACH

GENERAL COACH

GOSHEN COACH

GlavalBus

MERIDIAN SPECIALTY VEHICLES

MOBILITYWORKS COMMERCIAL

MVA1

NEW FLYER

Rockport

STARTRANS

STARCRAFT BUS

TURTLETOP

7 • MANUFACTURER FEEDBACK

Equipped with over two hundred service bays nationwide and a mobile service network, we have a unique opportunity to observe product performance and converse directly with manufacturers. For several reasons we can identify performance and service issues before the manufacturer.



Quantity

As the largest bus dealership, we're moving a lot of product each year. Therefore, we're often the first to hear if a problem crops up because we may have been involved in the sale.

Varied Locations

With locations at varied altitudes, humidity levels, snowfall, and climate we're able to see performance, wear and tear on a variety of vehicles. Often we can locate a problem caused by differing climate before the manufacturer.

Experienced Service

Our certified technicians are well trained in both traditional and alternative fuel vehicle maintenance. Since customers prefer to have their buses serviced by the same team, we can identify reoccurring issues before the manufacturer.

8 • PRODUCT DEVELOPMENT

Because of our high transaction volume we communicate regularly with many varied customers. In turn, our manufacturers know we have our finger on the pulse of customers needs. They trust us to convey relevant information to them with customer requests and suggestions. These symbiotic relationships are beneficial to product development.



Idea Generation Since we know what end users are looking for and the potential problems they face, we help manufacturing partners identify possibilities for new products.



Concept Screening We help screen ideas for new products to gauge if a customer will be interested in the product and to measure against competitive products.



Beta and Market Testing We are involved in beta testing of products before they reach the customer. We regularly examine units before they are available to our customers to ensure the highest quality is delivered.



Technical Implementation Being in direct communication with the manufacturer allows us to successfully collaborate to logistics within the product chain between the point of origin and delivery.



Commercialization To keep customers aware, we regularly advertise new products and make customers aware of their availability.



Pricing Because of our size we're mindful of competing products, potential sales, and information that will help manufacturers decide on appropriate pricing.

5 • CUSTOMER NEEDS

We pride ourselves on the fact that our organization allows us to focus on customer needs. We have a large inventory available for any type of transportation need. What do we bring that's different from other companies in the industry?

Choices

We have a huge selection from school and coach buses to parts and alternative fuel vehicles. With so many possibilities, we know you'll be happy with your selection.

Convenience

With locations nationwide we're here to serve our customers wherever they may be located. Our skilful sales force is familiar with handling transactions in different states and countries.

Service

Our customers prefer to have their buses serviced where they bought them, because we know the vehicles better than anyone else. With top-notch service and experienced technicians you can be sure we'll provide the best.

Relationships

We have a long history in the bus business that has helped us foster strong, lasting relationships. Continued presence at trade shows and conferences facilitate relationships with up and coming vendors.

Partner Companies

We enjoy the remarkable ability to offer what other dealers cannot. Our in-house finance organization and alternative fuels conversion company supply customers with the complete package.

12 • CUSTOMER TESTIMONIALS

You run a great business! I want to share with you my experience in buying a shuttle bus at your company. The sales and customer service attitude of your staff is exceptional starting with the mechanics in the garage to the sales staff. Unbelievably helpful, ready to answer all my questions and so willing to please.

COLDWELL BANKERS
BISHOP REALTY

Ray Pugel, Owner at Coldwell Banker Bishop Realty in Payson, Arizona

Alfred State
SUNY College of Technology

I just wanted to take the time to thank you and your company for everything. It's not very often you find a company that still gives authentic customer service. We really were treated well! I look forward to future dealing with you and your company.

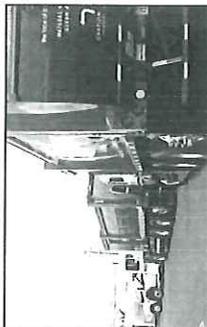
GREEN ALTERNATIVE SYSTEMS

As the largest Ford Recognized Qualified Vehicle Modifier (QVM) Alternative Fuel Program Installer in North America, and our strategic partners for alternative fuel developers and installers - ROUSH CleanTech, Westport and Landi Renzo - we provide the safest and most dependable alternative fuel systems in the industry. Our experienced technicians are able to convert to Compressed Natural Gas (CNG), Propane, or Bi-Fuel.

Learn more at GreenAlternativeSystems.com

ROUSH
CLEANTECH

Westport
Here and Now.



PEAK
ADVENTURE TRAVEL GROUP

Stu Blitz of Alfred State College in Alfred, New York

We had a great experience working with the sales department at Creative Bus Sales. They were very helpful in providing information and always available to discuss details. Also, the service department has always been accommodating and timely. Creative made the purchase experience pleasant and the after purchase follow through has been great!

Charles Knowlton of PEAK Adventure in Santa Rosa, California



The sales team at Creative had quick response time for quotes, were flexible, knowledgeable, and easy to work with. When we had an issue with an older vehicle we purchased service was sent out very quickly to diagnose and repair. I'd recommend purchasing from Creative! They have awesome customer service, a great selection of vehicles, and are able to work nationally.

Chris Jones of WE Drive U in Burlingame, California

CREATIVE FLEET LEASING

Our in-house finance company offers a multitude of financing packages for vehicle and equipment purchases. We can structure any transaction from owning your vehicle or equipment outright to returning it at lease end. As a dealer affiliated program, we have more choices than any other lender in the market including in-house captive financing programs and customer-tailored hybrid funding models.

Learn more at CreativeFleetLeasing.com

CreativeBusSales.com 800-926-2877

CONTACT US



Creative Bus Sales

Visit Us At CreativeBusSales.com

Contact A Salesperson

800.326.2877 • Sales@CreativeBusSales.com

Schedule A Service Call

888.993.5045 • Service@CreativeBusSales.com

Order Bus Parts

888.993.5040 • Parts@CreativeBusSales.com



For CNG, Propane, and Bi-Fuel Conversions
877.686.9448 • GreenAlternativeSystems.com
Sales@GreenAlternativeSystems.com



Creative Fleet Leasing

Learn More About Leasing & Financing Options
888.590.8665 • CreativeFleetLeasing.com
Sales@CreativeFleetLeasing.com

NATIONWIDE LOCATIONS

CALIFORNIA

1355 Redwood Ave.
Chico, CA 95926
27
Hayward, CA 94542

FLORIDA

880 Altona Blvd.
Jacksonville, FL 32216
359 W. 25th Street
Daytone, FL 32034

ARIZONA

3815 South 24th St.
Phoenix, AZ 85040

NEVADA

4820 Melvin Center Dr.
Las Vegas, NV 89115

NEW MEXICO

5760 Pino Ave.
Albuquerque, NM 87109

INDIANA

28293 Clay St.
Elkhart, IN 46517

OKLAHOMA

1641 East Pine St.
Tulsa, OK 74106

TEXAS

3880 Valley View Lane
Irving, TX 75062

NEW YORK

700 Columbia St.
Brooklyn, NY 11231

COLORADO

1045 Garden of the Gods Rd.
Colorado Springs, CO 80907

OREGON

7197 S. Tull Rd.
Canby, OR 97013

WASHINGTON

11601 Cyrus Way #101
Mukilteo, WA 98275

2

Bid Proposal Form

(21) Passenger Para Transit Shuttle Bus

Description	Est. Quantity	Unit Price	Extended Total
Starcraft Allstar Ford E450			
21 passenger Paratransit Shuttle Bus with (2) Wheelchair positions	2	\$59,856*	\$119,712*

*Bus meets all required specifications.

*Bus price does not include tax. Assuming tax exemption status.

3

SECTION 8.o: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: Les Burres

Name (typed): Les Burres

Title: Transit Sales

Company: Creative Bus Sales

Date: 3/28/16

SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
NA			

No Sub-Contractors will be used.



VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: 21 Passenger Paratransit Shuttle Bus
Invitation to Bid No. 1516-11-002

Name of Company: Broward Co. Transit Division

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We consultant provide written references with their Bid submission and by providing you with this document the vendor is req provide the following reference information. We would appreciate you providing the information requested below as w information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

Length of Contract: _____

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

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

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

Comments:

Please call or email Mr. Wheeler for questions
about Creative Bus Sales Sales and Service

Name of Public Entity/Company: Broward Co. Transit Division

Name of Individual completing this form: Steven Wheeler

Signature: _____ Title: Fleet Maintenance Superintendent

Telephone: 954-357-8478 Email: swheeler@broward.org

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

VILLAGE OF PALMETTO BAY - REFERENCE FORM



Solicitation Information: 21 Passenger Paratransit Shuttle Bus
Invitation to Bid No. 1516-11-002

Name of Company: Lee County Transportation

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We consultant provide written references with their Bid submission and by providing you with this document the vendor is req provide the following reference information. We would appreciate you providing the information requested below as w information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

Length of Contract: _____

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

Were the services provided acceptable and of quality standards: Yes No

Was the Company responsive to your requests and resourceful with the task? Yes No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? Yes No

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

Comments:

Please call or email Mr. Southall for questions about
Creative Bus Sales Sales and Service.

Name of Public Entity/Company: Lee County Transportation

Name of Individual completing this form: Bob Southall

Signature: _____ Title: Maintenance Manager

Telephone: 239-533-0336 Email: rsouthall@leegov.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

VILLAGE OF PALMETTO BAY - REFERENCE FORM



Solicitation Information: 21 Passenger Paratransit Shuttle Bus
Invitation to Bid No. 1516-11-002

Name of Company: Jacksonville Transportation Authority

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We consultant provide written references with their Bid submission and by providing you with this document the vendor is req provide the following reference information. We would appreciate you providing the information requested below as w information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

Length of Contract: _____

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

Were the services provided acceptable and of quality standards: ___ Yes ___ No

Was the Company responsive to your requests and resourceful with the task? ___ Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ___ Yes ___ No

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

Comments:

Please call or email Mr Brewer for any questions about
Creative Bus Sales Sales and Service.

Name of Public Entity/Company: Jacksonville Transportation Authority

Name of Individual completing this form: Randall Brewer

Signature: _____ Title: Maintenance Manager

Telephone: 904-633-8513 Email: cwbrewer@jtafla.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

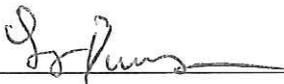
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: 

Name (typed): Les Burres

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/16

ACKNOWLEDGMENT

State of Florida

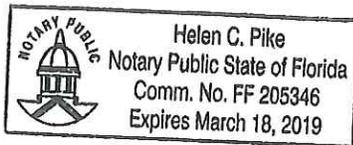
County of Duval

On this 28 March day of, 2016, before me, the undersigned Notary Public of the State of Florida personally appeared Les Burres and whose name(s) is are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Helen C. Pike
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



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

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

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

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

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

By Les Barres

For Creative Bus Sales

Whose business address is: 8600 Atlantic Blvd. Jacksonville, FL 32211

And (if applicable) its Federal Employer Identification Number (FEIN) is: 33-0388707

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

Sworn statement - S.S. # NA)

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

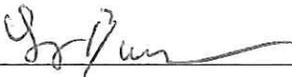
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment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

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

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

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

Signed, sealed and delivered in the presence:

Signature of Official: 

Name (typed): Les Burres

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/10

CONTINUED ON FOLLOWING PAGE

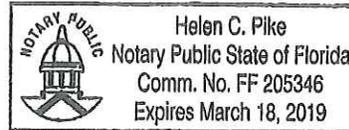
ACKNOWLEDGMENT

State of Florida

County of Duval

On this 28 March day of, 2016, before me, the undersigned Notary Public of the State of Florida personally appeared Les Burres and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
Helen C. Pike
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

Helen C. Pike

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: Les Burres Transit Sales
(print individual's name and title)

for: Creative Bus Sales
(print name of entity submitting sworn statement)

whose business address
is: 8000 Atlantic Blvd. Jacksonville, FL 32211

and (if applicable) its Federal Employer Identification Number (FEIN) is:
33-0388707

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

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

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

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

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: Les Burres

Name (typed): Les Burres

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/16

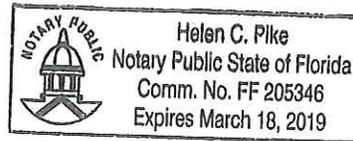
ACKNOWLEDGMENT

State of Florida

County of Duval

On this 28 March day of, 2016, before me, the undersigned Notary Public of the State of Florida personally appeared Les Burres and whose name(s) is are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
Helen C. Pike
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC

SEAL OF OFFICE:

Helen C. Pike

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

BUSINESS ENTITY AFFIDAVIT
(COMPANY / BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Les Burres being first duly sworn

state:

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

Creative Bus Sales 8600 Atlantic Blvd. Jacksonville, FL 32211
Federal Employer Identification Number (If none, Social Security Number)
33-0388707

Continued on next page.

Name of Entity, Individual, Partners or Corporation

Creative Bus Sales

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

8600 Atlantic Blvd. Jacksonville, FL 32211

Street Address Suite Village 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
Anthony Matijevich	14740 Ramona Ave Chino CA 91710	100%
%		
%		
%		

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

Continued on next page.

Signature of Official: 

Name (typed): Les Burre

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/19

Continued on next page.

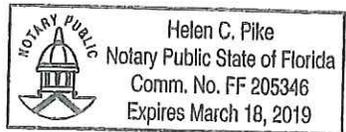
ACKNOWLEDGMENT

State of Florida

County of Duval

On this 28 March day of, 2016, before me, the undersigned Notary Public of the State of Florida personally appeared Les Burries and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
Helen C. Pike
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE

Helen C. Pike

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Creative Bus Sales (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 1516-11-002, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: 

Name (typed): Les Burre

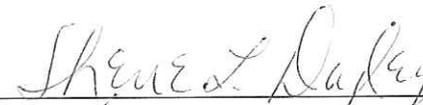
Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/14

Attest: 

Print Name: Helen C. Pire

Attest: 

Print Name: SHENE L. DACEY

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

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

Signature of Official: 

Name (typed): Les Burres

Title: Transit Sales

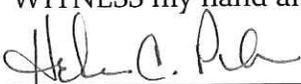
Company Name: Creative Bus Sales

Date: 3/28/16

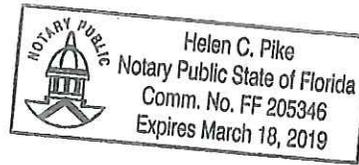
ACKNOWLEDGMENT

State of Florida
County of Duval

On this 28 March day of, 2016, before me, the undersigned Notary Public of the State of Florida personally appeared Les Burres and whose name(s) is are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON NEXT PAGE



NOTARY PUBLIC

SEAL OF OFFICE:

Helen C. Pike

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

No

Executed on 3/28/14 at Creative Bus Sales Jacksonville FL
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Les Burre

Title: Transit Sales

Company Name: Creative Bus Sales

Date: 3/28/14

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Creative Bus Sales, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 14740 Ramona Avenue	Requester's name and address (optional) Village of Palmetto Bay	
	6 City, state, and ZIP code Chino, CA 91710	9705 East Hibiscus Street Palmetto Bay, Florida 33157	
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									
3	3	-	0	3	8	8	7	0	7

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>3/28/16</u>
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

4

EXHIBIT "B"

EXCEPTIONS TO TECHNICAL SPECIFICATIONS

EXCEPTIONS TO TECHNICAL SPECIFICATIONS

Bidders must list any exceptions to the Technical Specifications and explain the reason for each exception taken. Failure to properly indicate exceptions may result in the disqualification of the bid. Check "yes" or "no" to indicate compliance.

Yes My bid complies with all the Technical Specifications.

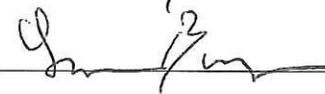
No My bid does not comply with all the Technical Specifications. I indicated each exception below (attach additional documentation as necessary).

Item	Reason for Exception
Not Applicable	

I have read the Technical Specifications in *Exhibit A* of this ITB and indicated any exceptions to the Technical Specifications as instructed hereto.

Business Name: Creative Bus Sales

Name of Authorized Signee:  Les Bucres

Signature of Authorized Signee: 

Title: Transit Sales Date: 3/28/16

5

220-001

VEHICLE TEST REPORT
FMVSS/CMVSS 220
SCHOOL BUS ROLLOVER PROTECTION TEST

TEST VEHICLE
STARCRAFT TRANSIT BUS
FORD ECONOLINE E-450 CUTAWAY

TEST DATE
NOVEMBER 6, 2001

TEST PERFORMED FOR:
STARCRAFT BUS
A DIVISION OF FOREST RIVER INC.
2703 COLLEGE AVENUE
GOSHEN, IN 46528
(219) 533-1105

TEST CONDUCTED BY
STARCRAFT BUS ENGINEERING
AND R & D STAFF INCONJUNCTION WITH PYRAMID1, INC.

PYRAMID1, INC.
19590 C.R. 40
GOSHEN, INDIANA 46526
(574) 537-8033

COMPLIANCE STATEMENT

This vehicle has been tested in accordance with the requirements of the following regulations: Federal Vehicle Safety Standard number 220, as published in the Code of Federal Regulations (CFR) 49, part 571, section 220, revised as of October 1, 1999. Canada Motor Vehicle Safety Standard number 220, as published in the Consolidation of the Motor Vehicle Safety Regulations, revised as of May 27, 1998.

SUMMARY OF RESULTS

ROOF AND BODY STRUCTURE: The roof and body structure of this vehicle meet the requirements of the aforementioned standards.
EXIT OPERATION: All doors, windows, and emergency exits were verified functional, prior to roof load application, under full load, and after test load was removed as required by the aforementioned standards.

APPROVALS

APPROVED BY: _____
MR. JEFF DENNEY
DIRECTOR OF PRODUCT DEVELOPMENT
AND MANUFACTURING ENGINEERING

APPROVED BY: *Jon M. Smith*
MR. JON SMITH P.E.
CONSULTING ENGINEER



6

7

► **The Allstar Series** | Safety. Performance. Durability.

STARCRAFT BUS
a division of Forest River, Inc.



► **Safety** is our primary focus at Starcraft Bus, from the 3,000 lbs. seat-pull test to the rigorous 7-year/200,000 mile Altoona testing, passengers can be assured that the Allstar surpasses the most stringent testing. bus operators can relax knowing that the fully welded steel cage construction offers the best passenger protection.

Performance is not measured by how fast the bus will go, but rather by passenger comfort. The Allstar features straight side wall construction that maximizes passenger shoulder space and the widest aisle in the industry.

Durability does not come easily or quickly. The Allstar has been time tested for close to a decade. The 33,000-plus Starcraft buses on North America's roads offer a billion reasons why the Allstar has become a favorite, and those reasons are called miles. The Allstar is engineered to accommodate a variety of seating arrangements including wheelchair accessibility and various storage options for luggage.

Starcraft Bus, a division of Forest River, Inc. is owned by Berkshire Hathaway, one of the most respected and secure companies in the industry.



Allstar can also be equipped with optional rear wheelchair accessibility.

► **Allstar Features**

Features to Meet Your Specific Needs



Optional high-back seats, upholstery, padded cloth walls and ceiling, and overhead luggage racks.



Driver's switch panel conveniently located within view of the road and not on the engine cover.



Optional double wheelchair door with top mounted gas shocks to hold door open in windy conditions.



Optional mid-back seats, padded vinyl walls and ceiling, and wheelchair accessible.



Printed electrical circuit board with LED trouble-shooting lights.



Stylish fiberglass rear cap with standard rear window.



▶ The Allstar Series

STARCRAFT BUS
a division of Forest River, Inc.

▶ The Allstar Series

STARCRAFT BUS
a division of Forest River, Inc.

▶ Standard Exterior Feature Highlights

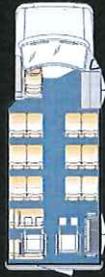
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" drivers' visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control flint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side, skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Sealed LED stop, tail, and turn signal lights with incandescent reverse lights
- Exterior graphics package available in three colors (blue, green or burgundy)

▶ Standard Interior Feature Highlights

- 93" interior width
- 80" interior floor to ceiling height with standard floor (raised floor is 75")
- Floor and wall seat track for flexible seating
- Black slip resistant floor covering
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Entry door step well lights
- Incandescent driver and passenger area lighting
- Non-retractable seat belts

▶ Popular Option Highlights

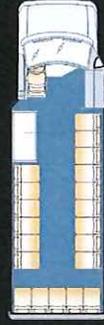
- Stainless steel wheel inserts
- Interior and exterior LED lighting
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Complete rubber flooring
- Passenger grab rails
- Padded vinyl for cloth walls and ceiling
- Audio and video systems
- Mid back or high back seating
- ADA and FMVSS compliant wheel chair lifts and securement systems
- Fiberglass side walls and skirts



12 Passenger, 2 Wheelchair
4 Passenger Foldaway Seats Plus Driver



16 Passenger, 2 Wheelchair
4 Passenger Foldaway Seats Plus Driver



20 Passenger with Interior Luggage Plus Driver



21 Passenger with Rear Luggage Plus Driver



25 Passenger Plus Driver



Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

Scan this barcode using a QR Reader on your smart phone to learn more about Forest River.



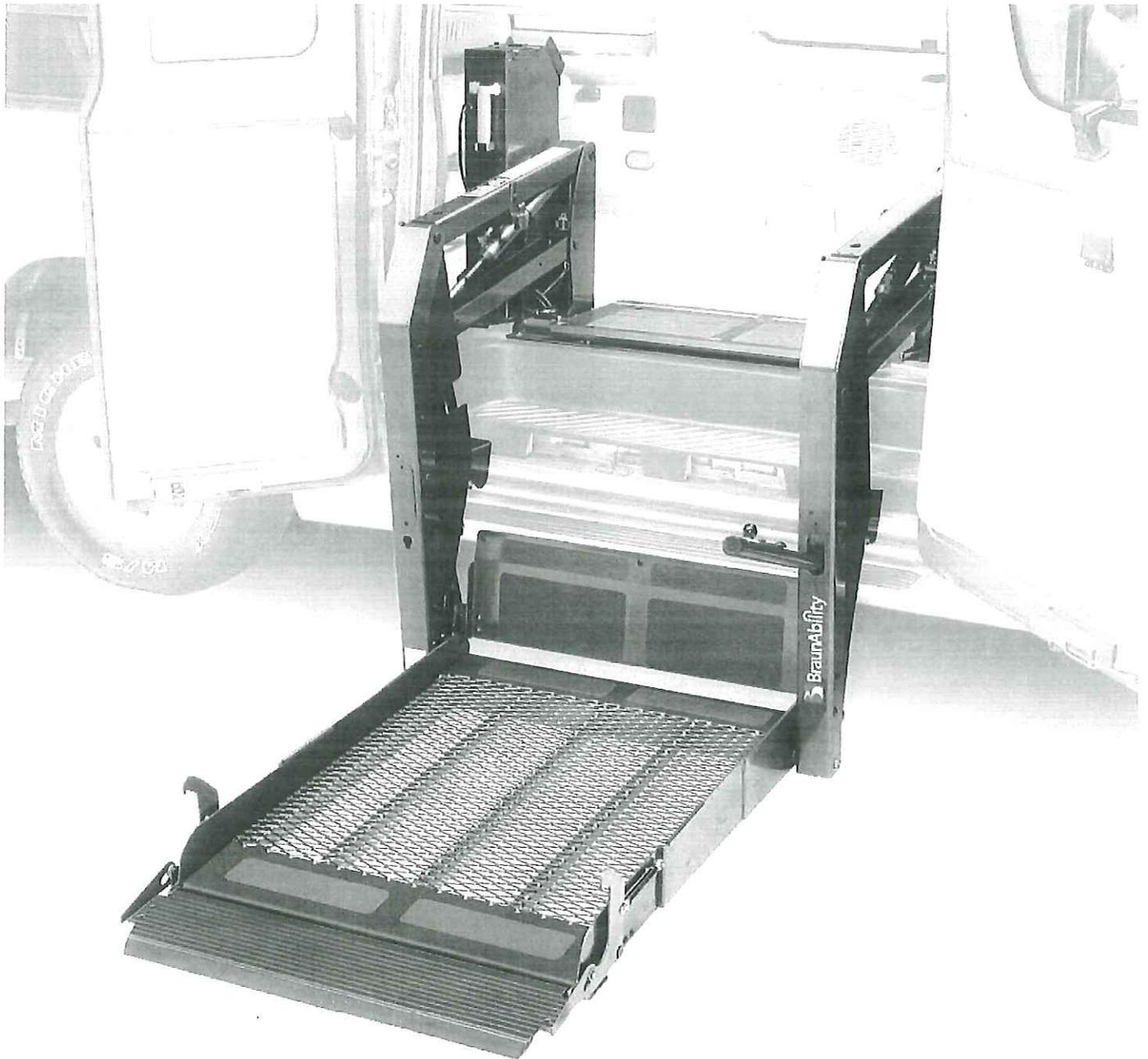
STARCRAFT BUS
a division of Forest River, Inc.

2367 Century Drive • Goshen, IN 46528 • Lit. No. SCB-09/101513
1-800-348-7440 • Fax: 574-642-3301 • www.starcraftbus.com

▶ Safety. Performance. Durability.

BraunAbility®

2014 Private Use Application Guide • Issue 1 • 5-8-14



Century Series™

Century Series™ Features

The Century Series is an extremely versatile lift, designed to fit a variety of personal-use applications. The unique design allows the same lift to be used in the side or rear door of a full-size van, making it a great lift to keep in stock for faster service to your customers.

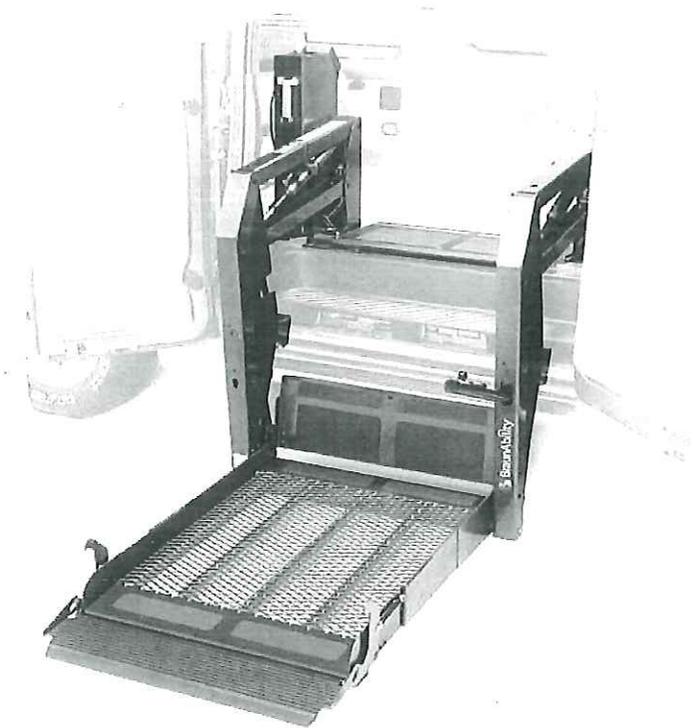
The Century Series features a 31" wide by 43" long platform.

The lift provides 42" of floor-to-ground reach and includes an "up/down" switch mounted on the switch arm, allowing the independent user to operate the lift.

In-door operators are available for Chevy/GMC and Ford side and rear swing doors. Side slide door operators are available for Chevy and Ford applications. 1992 and newer Ford vans with side slide doors need a slight modification to gain the additional width required.

As with all BraunAbility lifts, a number of options are available for your customers' convenience. Door operators offer the wheelchair user complete independence. Additional control stations allow the mobility package to be adapted to your customers' specific needs. And, for the ultimate in convenience, a remote control system will operate all lift and door functions.

- V.A. accepted
- Automatic fold and unfold
- Modular construction
- Durable powder-coated finish
- Integrated backup pump
- 8" automatic roll stop
- Designed for flat-floor and stepwell applications
- Designed for use with automatic door operators
- Can be used in vehicles without raised doors, maintaining "garageability."
- Color-coded rocker switches are easily operated by those with limited dexterity



Century Series™ Models

NCL955IB3143-2

NHTSA Compliant Usable Platform: 31" x 43"

Explanations of abbreviations: NCL955 IB 31 43 -2

IB = Inboard Barrier

31 = 31" Clear Platform Width

43 = 43" Clear Platform Length

-2 = Non-Electric Lift

General Function: Electrohydraulic, power up/gravity down operation

Operation: Hydraulic pump with two lifting cylinders

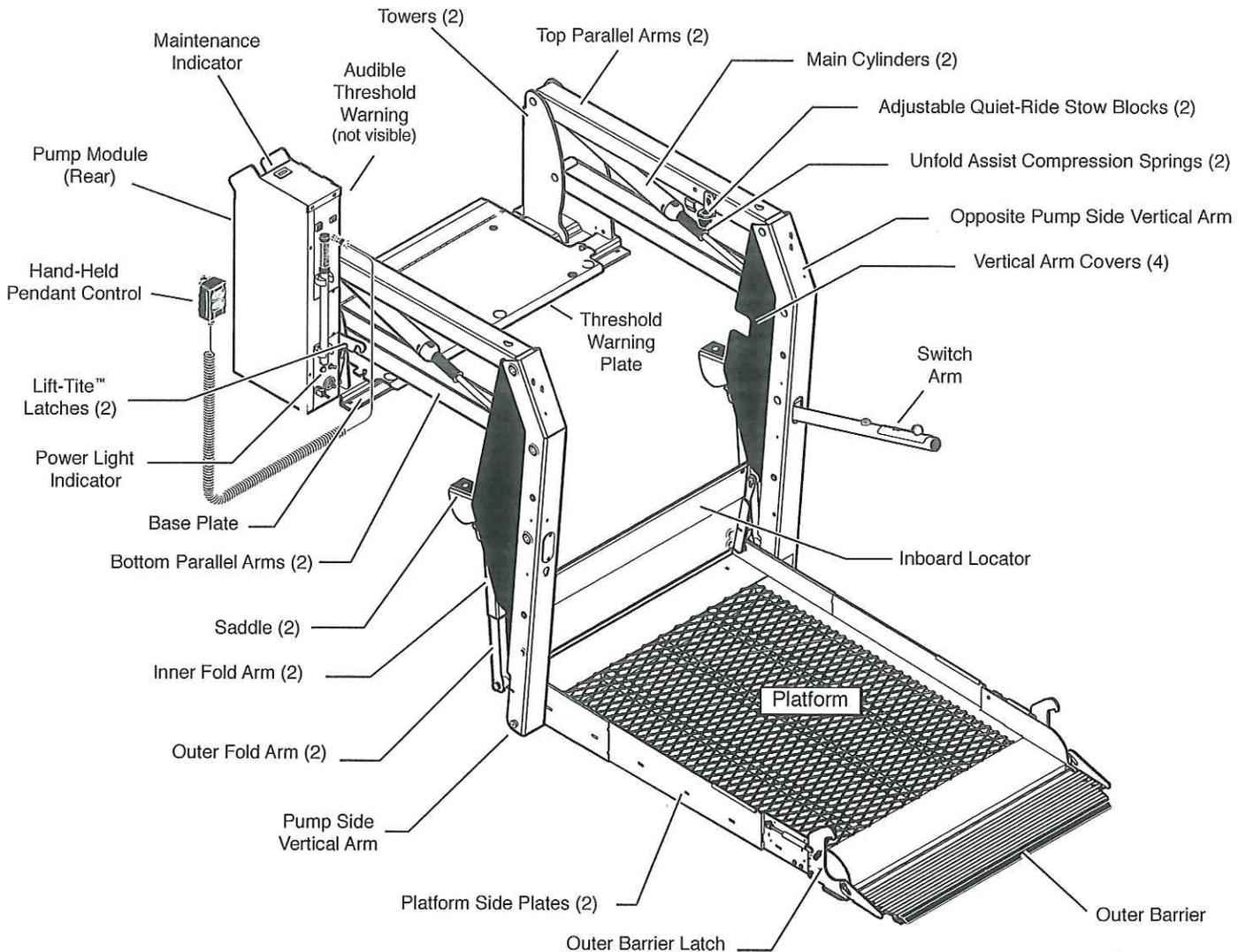
Control: Module mounted switches, handrail Up/Down switch, optional hand-held control box, and optional remote

Hydraulic: Pressure Max. 2,495 psi, Fluid is Unisvis HVI 26, oil reservoir is .33 gal

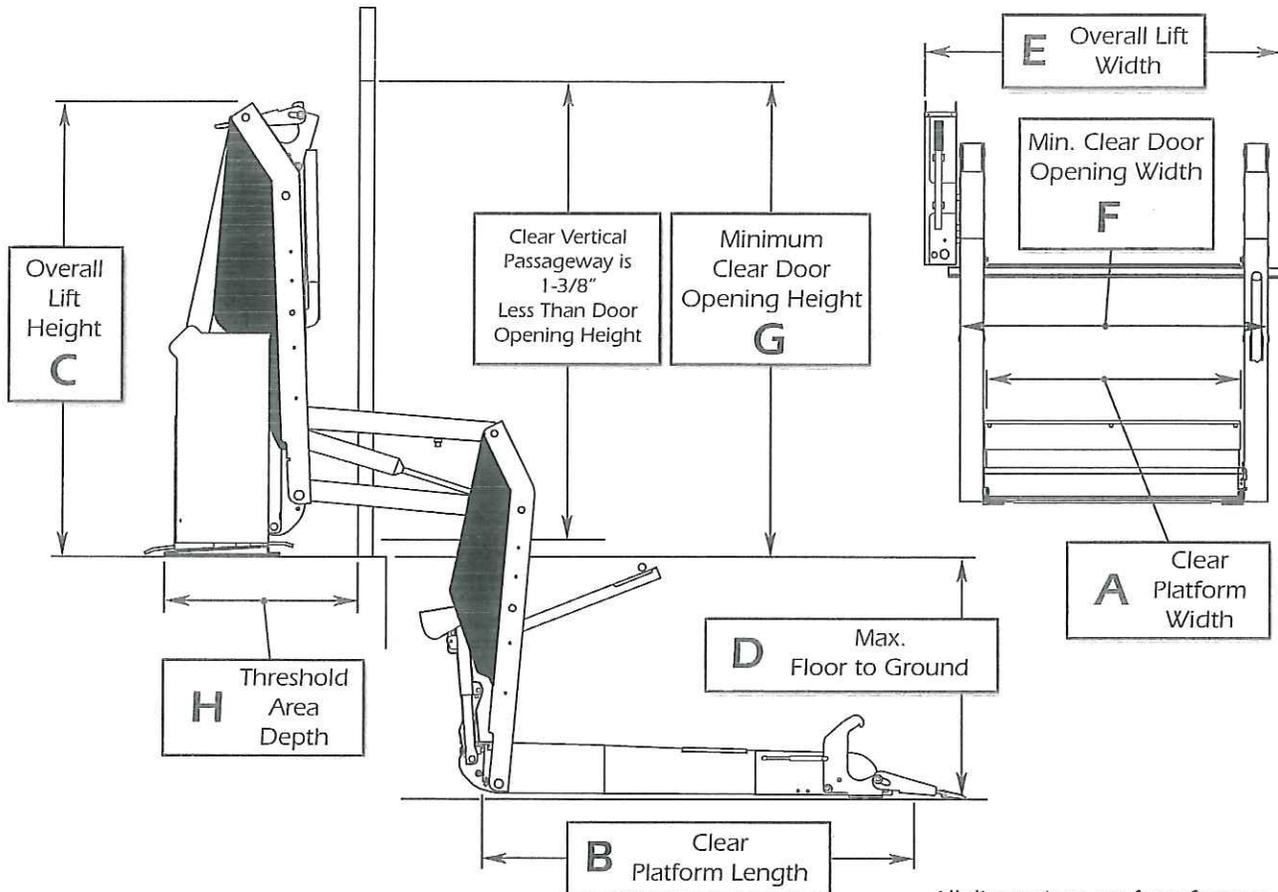
Construction: Steel structure with powder coat finish

Power Supply: 12V DC

Current Consumption: Max. 70A (12V)



Century Series™ Dimensions



All dimensions are for reference only.

Century Series™			A	B	C	D	E	F	G	H
Lift Model Number	Lift Weight lbs	Lifting Capacity lbs	Clear Platform Width	Clear Platform Length	Overall Lift Height	Max. Floor to Ground	Overall Lift Width	Min. Clear Door Opening Width	Min. Clear Door Opening Height	Threshold Area Depth
NCL955IB3143-2	330	750	31"	43"	47-1/2"	42"	46"	40"	47"	18"

NHTSA Interlock Kit Options



* Plug & Play Kits are used in conjunction with Interlock Kits

- 36259 GM Interlock Kit - 2008 to 2014 Vans
- 36261 GM Plug & Play Kit* - 2008 to 2014 Vans
- 32541 GM Interlock Kit - 2001 to 2007 Vans
- 32543 GM Plug & Play Kit* - 2001 to 2002 Vans
- 36257 Ford Interlock Kit - 2008 to 2014 Vans
- 36260 Ford Plug & Play Harness* - 2008 to 2014 Vans
- 32538 Ford Interlock Kit - 2004 to 2007 Vans
- 32540 Ford Plug & Play Kit* - 2004-2006 with Trans Code A, F or Q
- 33678 Ford Plug & Play Kit* - 2007 with Trans Code Q
- 36152 Ford Transit Connect Interlock Kit - 2010 to 2013 Vans
- 32544 Universal Interlock Kit

NHTSA Installation Kits



	<u>Side Door</u>	<u>Std. Length Rear Door</u>	<u>Ext. Length Rear Door</u>
Ford	30956K	30957K	30970K-42
Ford Transit Connect		35819K	
GM	30958K	30959K	30981K
Sprinter (up to 2006)	28763K	31407K	
Sprinter (2007 to 2011)	34474KS	34120KS	
Nissan NV (2011 & Up)	37438K		

30955K (Standard Mounting Kit - Ships with all DPA lifts) - Van Mounting Kits contain floor reinforcements for 403/404 compliance.

Door Operator Kits



Swing Door Operators

GM

62409-000
62403-000
62405-000
32311A
32313A

Side Swing In-Door Operators for pre-1996
Side Swing In-Door Operators for 1996 & Up
Rear Swing In-Door Operators for 1996 & Up
Side Slide Door Operator for Pre-1997
Side Slide Door Operator for 1997 & Up

FORD

62400-000
62402-000
32311A
32312A

Side Swing In-Door Operators for 1992 & Up (60/40)
Rear Swing In-Door Operators for 1992 & Up
Side Slide Door Operator for pre-1992
Side Slide Door Operator for 1992 & Up

SPRINTER

P50381A
P50333A

Side Slide Door Operator (up to 2006)
Rear Swing Door Operators (up to 2006)

NISSAN NV

37648A

Side Slide Door Operator for 2011 & Up



Slide Door Operator

Installation of 60000-series swing door operator kits requires the use of a template.

- 1996 & Up GM Vans: Side Left: 60461-000 Side Right: 60460-000
- 1992 & Up Ford Vans: Side Left: 60317-000 Side Right: 60318-000 Rear Left: 60392-000 Rear Right: 60393-000

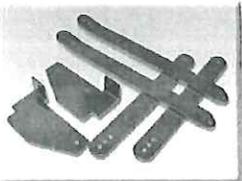
Century Series™ Lift Accessories



◀ **33659KS**
**Replacement
Hand-Held Control**

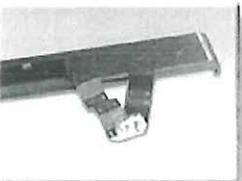


◀ **33911K**
Remote Control System
34352KS
Replacement/Extra Trans.



◀ **34948KS** **Upper Tower Support Kit**

33912K **Third Station Control**
33913K **Outside Control Station**



◀ **19395A96** **Rear Bumper Replacement Kit for 1996 & Up GM**

NOTE: When ordering 2001 and newer Ford Econoline and Club Wagon Chassis, use order code #762 to receive the painted rear bumper instead of the standard step bumper.

Century Series™ Specifications

THE BRAUNABILITY NCL955-2 CENTURY SERIES WHEELCHAIR LIFT SPECIFICATIONS

“Provided to make your spec writing easier!”

The wheelchair lift is compliant with Federal Motor Vehicle Safety Standard 403 for platform lift systems for motor vehicles. The lift shall have been tested to a minimum static load of 2400#. The lift shall have 800# rated lifting capacity. The base plate shall be a corrugated designed member to provide rigidity to minimize lift deflection when placed under load.

The power supply shall be a 12 volt electro-hydraulic system operating two single-acting cylinders. The hydraulic power pack system shall be of modular design allowing for easy removal and field replacement, if needed. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The power operation of the hydraulic cylinders shall be of a pull-type design for smooth lifting operation and improved synchronous arm movement. The pivot pins in the trunnion (knuckle) of the pivot arms shall be of stationary design. The hydraulic system shall be regulated by two separate relief valves, one of which is designed to prevent accidental stowing when occupied.

The hand control for lift operation shall be of a one-hand operation design made of durable plastic. The hand control will provide user with illuminated functions. The hand control cable shall be coiled with quick-change connections for ease of maintenance or field change.

The switch panel for lift operation shall be conveniently located and utilize wide paddle-type rocker switches designed for ease of operation by persons with limited use of their hands. Switches shall be permanently stamped with the appropriate function legend and color-coded, yellow for door open/close, orange for fold/unfold and red for lower/raise at peripheral control stations. Color-coded symbols shall appear on the lift instruction decal that correspond to the color of the switches to be operated.

A manual back-up system shall be provided to ensure operation of the lift in case of electrical failure. The backup system shall provide a reliable means of manually raising and lowering the lift while occupied. The back-up system shall fold and unfold the platform. The back-up pump shall be integrated with the hydraulic power pack system such that no hydraulic lines or fittings are required.

The platform shall be of steel construction and the surface shall be of see-through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a usable wheelchair passageway width of 31 inches and a usable length of 43 inches.

The platform shall be automatically folded and unfolded and fully automatic in operation. The platform shall allow both inboard and outboard facing of wheelchair and mobility aid users. The platform entrance ramp shall be extruded aluminum for weight savings, have a rubber leading edge and raised ribs for traction. The outer barrier must not raise if occupied with 25 lbs. The outer barrier shall be the sole outboard wheelchair retention device and shall be interlocked and comply with the FMVSS 403 requirements. A switch arm shall be provided with a lower/raise switch positioned for the wheelchair passenger to use while on the platform. The lift must have a fail safe system to prevent stowing if solenoid welds.

All lift components shall be finished with a baked-on powder coating, which will meet a salt spray test of 1000 hours, to provide corrosion resistance and a long service life. BraunAbility Century Series to include but not limited to the following model numbers:

- NCL955IB3143-2



www.braunability.com

ISO 9001:2008

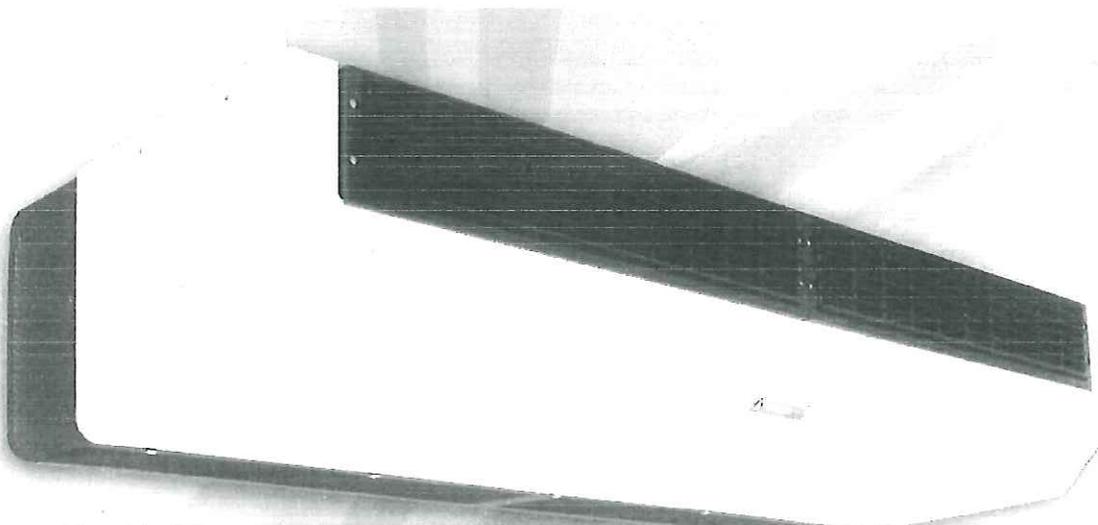
631 West 11th Street, Winamac, IN 46996, USA Phone: 574 946 6153 Fax: 574 946 4670



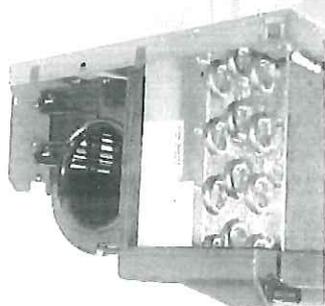
TA73 Evaporator

Industry
exclusive 2
year, unlimited
mileage, limited
warranty

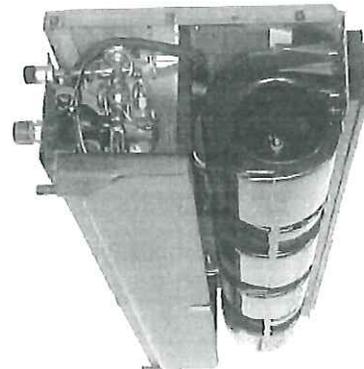
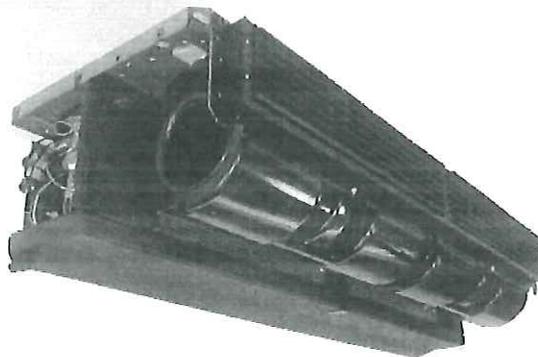
**A rear or front
mounted freeblow
evaporator that
can be used as a
tie-in with OEM
components or as
part of a complete
Trans/Air system**



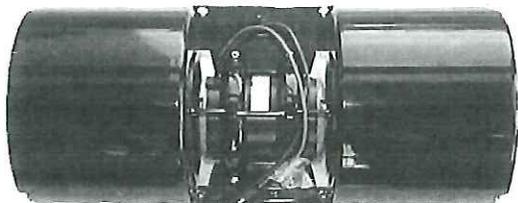
Durable ABS cover with
unique drain pan that promotes proper
condensate removal (available in white, gray, and spring white)



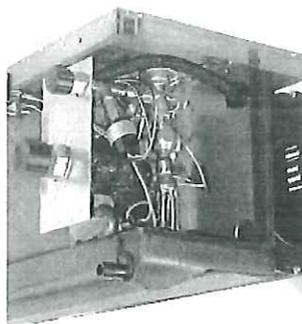
Enhanced tube & fin design
provides highest capacity



Heavy Duty galvanized
steel enclosure for reduced
air leakage and maximum
durability



Blower assemblies come equipped
with larger blower wheels for maximum
air flow and motors utilize custom
wound armatures for lower current
draw and greater efficiency



4 Ton externally equalized, thermostatic expansion valve that
precisely controls refrigerant and prevents liquid slugging to the
compressor or starved evaporator



School & Commercial Bus Climate Control Design | Manufacture | Install | Service

Trans/Air Manufacturing Corporation is an ISO 9001 registered firm committed to providing
world class climate control products and services to the bus and commercial vehicle markets.



FM 39947

TA73 Evaporator

General

- Freeblow air distribution
- Weight lb (kg): 52.8 (24)
- Box Size in (mm): 45 x 22 x 14 (1140 x 560 x 360)
- Cube ft³ (m³): 8 (.23)

Cooling Capacity

- BTU/hr: 41,000 (SAE) to 65,000 (IMACA) *

Heating Capacity

- BTU/hr: 40,000 (Actual capacity varies based on engine operating temperature and hot water flow rate)

Cover

- ABS cover
- Separate drain pan with sump
- (2) Multi-directional louvers
- Washable / reusable filter
- (2) 5/8 in ID drain hoses

Blower Assemblies

- (4) 4.5 in diameter blower wheels
- Amperage draw: 16.9 Amps @ 13.5 Vdc (8.5 Amps @ 27 Vdc)
- Total air flow 1480 ft³/min (2515 m³/hr) @ 0 static
- (2) Double shafted, single speed, permanent magnet motors

Evaporator Coil

- (1) Coil
- Face area in² (cm²): 280 (1806)
- 3/8 in enhanced copper tubing
- Fins: 0.006 in raised lance, 10 FPI
- (3) Row

Electrical

- Color coded in fire retardant loom
- Low and high pressure switches

Expansion Valve

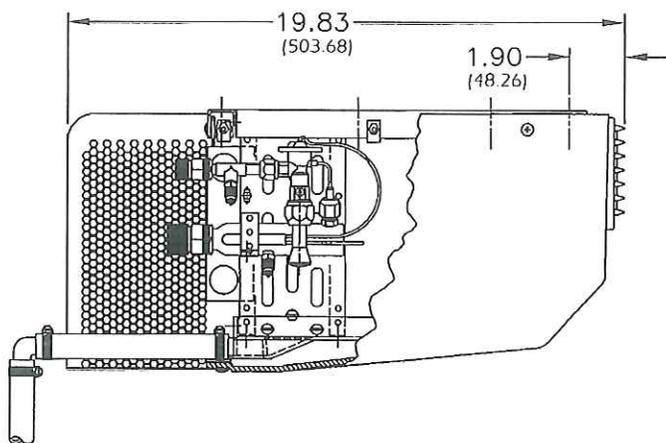
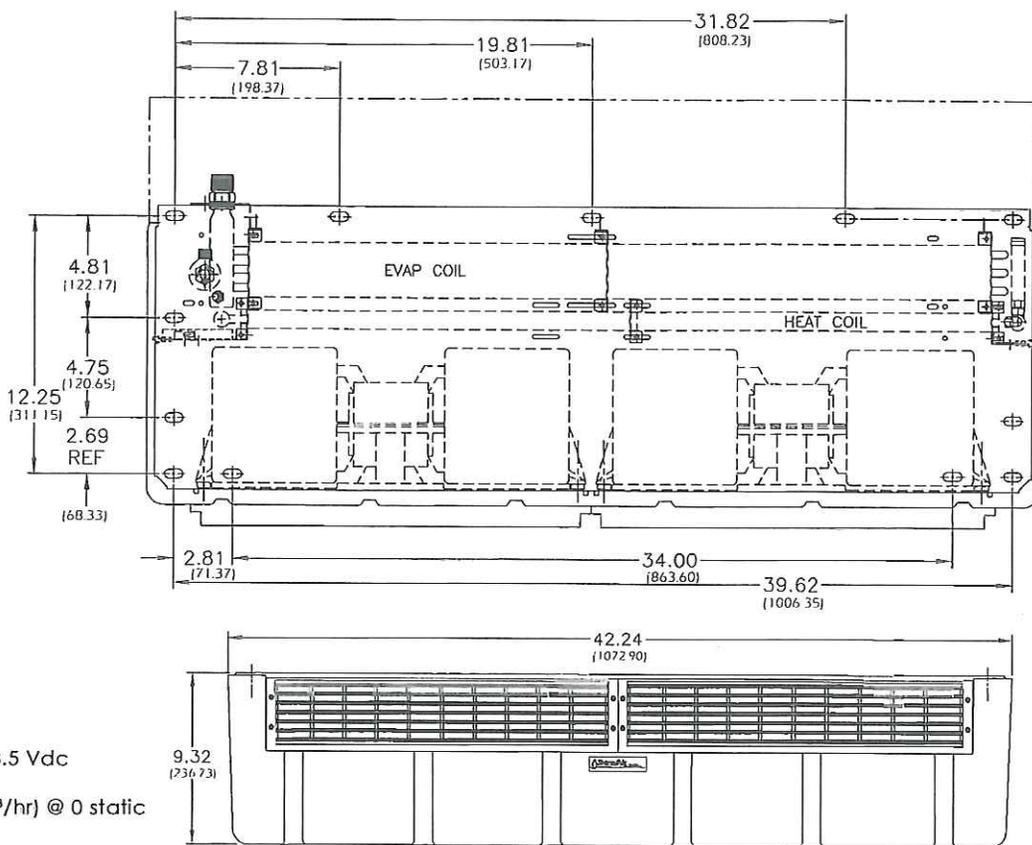
- (1) 4 Ton externally equalized thermostatic type

Available Options

- Metal cover for use with OEM installation
- Heat coil used with positive isolator valve. Isolator valve and heater hose not included.
- Coil corrosion protection

Warranty

- 2 year unlimited mileage limited warranty within the continental U.S. and Canada. Terms of Trans/Air's domestic and export warranty policies are available upon request.



* Actual BTU/hr is dependant on system combination and rating conditions used

- Specifications subject to change without notice
- All measurements in standard (metric)
- Contact Trans/Air for more information

8



Ford Motor Company

Is proud to recognize

Starcraft (Forest River)

as a participant in the

Transit Bus

Qualified Vehicle Modifier Program



Richard D. Cupka -- SVE Quality Programs Mgr.

July, 2015

9

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

CREATIVE BUS SALES INC
14740 RAMONA AVE
CHINO, CA 91710-5747

License

FOR A DEALER IN FRANCHISED
MOTOR VEHICLES

LICENSE NUMBER
VF/1036300/1

PRIMARY LOT

EFFECTIVE DATE

12/18/2015

EXPIRATION DATE

12/31/2017

THIS CERTIFIES, THAT

CREATIVE BUS SALES INC

AT 8600 ATLANTIC BLVD
JACKSONVILLE, FL 32211

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
A DEALER IN FRANCHISED MOTOR VEHICLES AT THE ABOVE DESCRIBED
LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Julie W. Centry

BUREAU CHIEF



Robert R. Kynoch

DIRECTOR

HSMV 84103 (REV. 2/1115)

STATE OF FLORIDA

VOID
IF
ALTERED

VOID
IF
ALTERED

10

WARRANTY & POLICY MANUAL

SECTION 3 – WARRANTY COVERAGES CARS & LIGHT TRUCK COVERAGE

FORD/LINCOLN CARS & LIGHT TRUCKS

WARRANTY COVERAGE SUMMARY CHARTS

The warranty coverage's for cars and light trucks are summarized in chart form in this section. The summary charts are organized by model year and provide time and mileage limits for:

- New Vehicle Warranty coverage
- Powertrain coverage
- Corrosion Perforation coverage
- Safety Restraint coverage
- Battery coverage
- Ford Powerstroke 6.0L Diesel Engines

IMPORTANT: The information shown on the following charts is of a summary nature. For more complete information see the applicable Warranty Guide or specific areas of this manual (e.g., Emissions, Service Parts).

2013 - 2015 Model Cars and Light Trucks (Up To 550 Series)

WARRANTY SUMMARY CHART							
COVERAGES <small>(Coverage expires when time or mileage limit is reached)</small>	2 yrs. 24,000 MILES	3 yrs. 36,000 MILES	4 yrs. 50,000 MILES	5 yrs. 50,000 MILES	5 yrs. 60,000 MILES	6 yrs. 70,000 MILES	8 yrs. 80,000 MILES
(MILEAGE EXCEPTIONS ARE INDICATED BELOW)							
New Vehicle Warranty Coverage • Ford Vehicles (1) (2) (3) (4) • Lincoln Vehicles (1) (2) (3) (4)	No Deductible						
Powertrain Coverage • Ford Vehicles • Lincoln Vehicles	No Deductible						
Corrosion Perforation	Unlimited Miles						
Powerstroke® Diesel Engine	100,000 Miles					No Deductible	
Hybrid / Electric Unique Components (6) (7)	100,000 Miles						
Safety Restraint	Covered under all warranties – refer to Section 6 for more details						
Battery • Ford • Lincoln	Not covered by Ford						
Towing/Roadside Assistance (5)	Covered under all warranties – refer to Section 6 for more details						
Damage / Maintenance	Not covered by Ford						

1. Windshield replacement coverage due to stress cracks is 12 months or 12,000 miles (whichever comes first) even if caused by use and/or exposure to the elements.
2. Brake pad/lining replacement coverage is 12 months/18,000 miles, whichever occurs first, for normal wear or defect.
3. Tire repairs, replacements, or adjustments due to defects in the factory-supplied materials or workmanship are covered during the Bumper to Bumper coverage period. Pro Rata adjustments are applied for tire replacement beyond 12,000 miles. Reference the tire section of this manual for reimbursement schedule. Warranty coverage is not provided for normal wear or worn-out tires. Wheel alignments and/or tire balancing (unless required by a warranty repair) are not covered beyond 12 months or 12,000 miles, whichever comes first.
4. Certain vehicles equipped with Livery or Limousine packages are eligible for extended warranty or Extended Service Plan coverage. Refer to the Limousine / Livery Coverage within this section for details.
5. Roadside Assistance is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for 5 years or 60,000 miles (whichever occurs first). Ford will pay the tow charge for a covered repair after 5/60,000.
6. **Hybrid unique covered parts:** High-voltage battery, hybrid continuously variable transmission, Inverter System Controller (ISC), DC/DC converter, high-voltage battery connector, battery pack fan assembly, thermistor probe, Hybrid Battery Pack Sensor Module (HBPSM), Battery Energy Control Module (BECM), and the PHEV onboard charger.
7. **Focus Electric unique parts:** high-voltage battery packs, high voltage charger, DC/DC convertor, Electric Drive Module Assembly (includes electric motor and gearbox), Trans range and charge cord.

STARCRAFT COMMERCIAL BUS WARRANTY

NOTICE

Please return the warranty registration card to register the warranty with STARCRAFT BUS so that Starcraft Bus may record your rights under this limited warranty and to assure prompt assistance. Your dealer will provide the warranty card for you to sign. If you do not remember signing a STARCRAFT BUS warranty card at the time of delivery, please contact your dealer.

1. Who Warrants the product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: STARCRAFT BUS, Division of Forest River, Inc., hereinafter referred to as STARCRAFT BUS, 2367 Century Drive, Goshen, IN; an Indiana Corporation; and is administered by the STARCRAFT BUS Customer Service Dept., Goshen, Indiana 46528.

2. Who Is Covered

STARCRAFT BUS, the warrantor, extends this limited warranty to the original owner of the vehicle during the WARRANTY PERIOD.

3. What Is Covered

STARCRAFT BUS, your warrantor, extends the following limited warranty to you, which limited warranty covers your conversion only as to material defects in all materials and workmanship supplied by or performed by STARCRAFT BUS.

4. Warranty Period

The STARCRAFT BUS limited warranty is for a period of one (1) year from the date of first delivery or 12,000 miles for the Xpress; Starquest; Starlite; Allstar; Allstar XL; MVP; Ultrastar, and the XLT, whichever occurs first, except for other coverages listed under "Other Warranties that may Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Extended Warranty on Structural Items

Warrantor warrants to the original purchaser for a period of five (5) years from the date of first delivery or 100,000 miles, whichever comes first, that this produce shall be free of SUBSTANTIAL DEFECTS arising out of or relating to the structural portion of the product. THIS STRUCTURAL WARRANTY IS INTENDED TO COVER ONLY THE PERFORMANCE OF THE STEEL CAGE STRUCTURE OF THE BUS BODY for the Xpress; Starquest; Starlite; Allstar; Allstar XL; MVP; Ultrastar, and the XLT.

Custom paint and/or tape application, if performed by STARCRAFT BUS, is warranted to be free of substantial defects in workmanship and materials provided by STARCRAFT BUS for one (1) year (12 months) from date of original purchase.

6. Other Warranties That May Apply

STARCRAFT BUS does not warrant the base vehicle itself. The vehicle engine, chassis, drive train, suspension system, battery, and other chassis components are covered by a separate warranty offered by the manufacturer of the vehicle and administered by the manufacturer's authorized dealers. The tire manufacturer separately warrants tires. Examples of other manufacturer warranties, which may include the following, but not limited to:

- Electrical Components
- Air Conditioning and Heater(s)
- Wheelchair Restraints and Wheelchair Lifts

For a complete list of items and their respective warrantor, please contact Starcraft Bus Customer Service Department.

7. Owner's Responsibility

Proper maintenance and cleaning of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by the warranty.

8. Exclusions and Limitations

Damage caused by abuse, misuse, neglect, failure to observe reasonable and required maintenance practices, acid rain, accidents, natural disasters, acts of war and normal wear and tear and facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage or deterioration to the physical appearance of the unit if such damage is the result of normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the STARCRAFT BUS warranty.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

STARCRAFT BUS does not cover accessories covered by their own manufacturer's warranties. Those items listed in paragraph 6 above are not covered or warranted by STARCRAFT BUS.

Replacement parts provided under terms of the warranty will whenever possible, match original equipment. When necessary, STARCRAFT BUS will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the STARCRAFT BUS warranty. In addition, USING THIS VEHICLE TO TOW ANOTHER VEHICLE IS PROHIBITED AND MAY VOID WARRANTY. Contact STARCRAFT BUS Customer Service before you make any changes.

9. Recovery Limitations

NO PERSON SHALL BE ENTITLED TO RECOVER FROM WARRANTOR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN THE PRODUCT. These limitations include, but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How to get warranty service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by STARCRAFT BUS. Have the dealership contact Starcraft bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact STARCRAFT BUS Customer Service Department (see address and telephone numbers below) for the name of a STARCRAFT BUS dealer nearest you. Your claim must be made within 30 days of the discovery of the defect. Based on the determination of STARCRAFT BUS, and subject to the terms of the warranty, the warranty repair work will be authorized by STARCRAFT BUS.

All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

The best place to obtain warranty service is at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call STARCRAFT BUS Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact STARCRAFT BUS Customer Service Department (address below) for the name and location of a STARCRAFT BUS dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the STARCRAFT BUS Customer Service Department (see address below). If a dispute about warranty service arises between STARCRAFT BUS and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by STARCRAFT BUS, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against STARCRAFT BUS and STARCRAFT BUS fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by STARCRAFT BUS. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of STARCRAFT BUS.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

STARCRAFT BUS
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
2367 Century Drive
Goshen, IN 46528
Phone: 800.348.7440
Fax: 574.642.4853

Braun® Limited Warranty

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The Braun Corporation ("Braun") warranty covers certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual. The warranty period begins on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service. This limited warranty applies only to the first purchaser. It may not be transferred.

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the first year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge for parts or labor to the owner, in accordance with the terms, conditions and limitations of this limited warranty. If the substantial defect in material or workmanship, attributable to Braun, is found to exist during the second or third year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. The cost of labor for any repair or replacement in the second and third year of warranty coverage is the sole responsibility of the owner. This warranty does not cover labor costs in the second or third year of coverage.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY. Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Braun® Limited Warranty

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above.
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect.
3. Promptly schedule an appointment with and take the product to an authorized service center for service.
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; 1-800-THE-LIFT, (843-5438).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts.

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit. These items are usually detected and corrected at the factory or by a dealer prior to delivery to the purchaser. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

Braun® Limited Warranty

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, Acts of Nature, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend the warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period, this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Braun® Limited Warranty For Dual Parallel Arm Public Use Lifts

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The Braun Corporation ("Braun") warranty covers certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If The Braun Corporation receives the warranty registration card within 20 days after the lift is put into service, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. In addition, providing the warranty registration card is returned as noted above, the following lift's power train parts are warranted for five (5) years or 15,000 cycles: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual. The warranty period begins on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service. This limited warranty applies only to the first purchaser. It may not be transferred.

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the first year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge for parts or labor to the owner, in accordance with the terms, conditions and limitations of this limited warranty. If the substantial defect in material or workmanship, attributable to Braun, is found to exist during the second or third year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. Providing the warranty card is returned within 20 days as outlined above, the labor warranty period will be extended by two years of coverage in accordance with the terms, conditions, and limitations of this limited warranty. In addition, if a substantial defect in material or workmanship, attributable to Braun, is found to exist during the fourth or fifth year of warranty coverage to the following lift's power train parts: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. The cost of labor for repair or replacement at any time after the warranty coverage detailed above is the sole responsibility of the owner.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY. Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

Braun® Limited Warranty For Dual Parallel Arm Public Use Lifts

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect
3. Promptly schedule an appointment with and take the product to an authorized service center for service.
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; 1-800-THE-LIFT, (843-5438).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts.

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit. These items are usually detected and corrected at the factory or by

Braun® Limited Warranty For Dual Parallel Arm Public Use Lifts

a dealer prior to delivery to the purchaser. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, Acts of Nature, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend the warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period; this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Trans/Air Manufacturing Corporation Limited Warranty

Subject to the conditions and limitations set forth below, for a period of two (2) years (with unlimited mileage) starting at the date of delivery to the End User and with proper registration documentation, Trans/Air Manufacturing Corporation (Trans/Air) warrants to the original owner, if still the user, that each manufactured system/component will be free from defects in factory workmanship and materials when used and maintained in accordance with the recommended procedures. Trans/Air will furnish new or remanufactured replacement parts and cover the cost of repair labor for two years following delivery in accordance with the current Trans/Air flat rate labor schedule when performed at an authorized Trans/Air Service Center. This is the End User's sole and exclusive remedy.

THIS IS TRANS/AIR'S SOLE WARRANTY AND IT IS FURNISHED IN LIEU OF ANY AND ALL OTHER WARRANTIES. TRANS/AIR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR PARTICULAR PURPOSE IS MADE BY TRANS/AIR.

Conditions and Limitations

- 1) In order for a two (2) year system warranty to apply, the customer must purchase the evaporator(s), condenser(s), compressor(s), piping kits, electrical kits, mount kits and refrigeration hose from Trans/Air. If the full system is not purchased from Trans/Air, the two (2) year warranty applies to Trans/Air supplied evaporators and condensers only. All compressors, piping kits, and electrical kits purchased outside of a full system, will be considered a service part and will carry a 180 day warranty. All mount kits purchased outside of a full system, and used on a Trans/Air system, will be considered a service part and will carry a 180 day warranty. All mount kits purchased outside of a full system, and used on a system other than Trans/Air, will carry no warranty. All other components supplied by Trans/Air are covered by standard parts warranty (see #4 below). Extended warranty coverage may be purchased from Trans/Air at the time of purchase of the unit or system. Correction of a failure under this warranty does not extend the warranty beyond the standard two (2) year warranty period.
- 2) All auxiliary power pack engines are warranted by the engine manufacturer, only and not by Trans/Air. Trans/Air components assembled on auxiliary power packs are warranted for two (2) years or 1000 hours, whichever comes first.
- 3) Demonstration systems will be covered for the full original warranty period if delivered to an End User within 180 days after the installation date and the vehicle has not exceeded 6,000 miles at the time of delivery to the End User. If the vehicle does not meet these criteria the full warranty period may be obtained if the system passes Trans/Air's specific warranty inspection performed, at dealer's expense, at an authorized Trans/Air Service Center. Written proof that the system has passed inspection must be received by Trans/Air to complete warranty registration.
- 4) Service parts are warranted for a 180 day period from the date of sale or until the expiration of the original equipment warranty, whichever is later. (Compressors are warranted for 1 year) If required, parts covered by warranty must be returned to Trans/Air's factory in Dallastown, PA, by specified carrier freight prepaid, within standard Return Goods Authorization procedures, for evaluation, in order for Trans/Air to authorize any warranty claim.
- 5) Trans/Air will be responsible for the costs of repairs or replacement covered by warranty only if performed at an authorized Trans/Air Service Center. The Service Center is responsible for effecting repairs or replacement during the warranty period in accordance with current Trans/Air warranty procedures. A customer requesting service at a location other than an approved Service Center, or one requesting overtime, shall be responsible for all additional warranty repair expenses in excess of the flat rate allowed. Trans/Air is not responsible for towing charges.

- 6) If the customer has not properly registered the Trans/Air system, the Service Center is not authorized to render warranty services without charge. All information on the warranty registration form must be completed in its entirety and returned to Trans/Air to activate the warranty.
- 7) Trans/Air does not warrant the installation of Trans/Air products unless installed by Trans/Air or an authorized Trans/Air Turnkey installation facility. In the cases of installation related failures, which are not covered by warranty Trans/Air specifically is not responsible for failures attributable to inadequate provision by the installer of structural support or inadequate provision of electrical requirements.
- 8) This warranty does not apply in cases of a failure of Trans/Air product which is attributable to improper evacuation procedures, or the introduction of non-approved refrigerant oil, additives, or other contaminants into the system.
- 9) This warranty does not apply in cases of failure of Trans/Air product, which is attributable to failure of the end user to perform or provide preventative maintenance in accordance with Trans/Air's guidelines. Examples include, but are not limited to, failure to properly maintain belt tension, clean condenser coils, replace evaporator filters, maintain electrical systems to provide proper voltage to components, or check and tighten hardware or fittings, which may have loosened due to vibration. (See Trans/Air Preventive Maintenance Schedule)
- 10) This warranty does not apply to failure of Trans/Air product due to normal wear. Examples included but are not limited to, return air filters, refrigerant filters, power pack air filters, power pack fuel filters, power pack coolant hoses, any belts, lubricants, transit compressor oil collection rings, condenser and evaporator motor brushes, etc., all of which are considered to be expendable items.
- 11) This warranty does not apply to loss of refrigerant or any damage caused by loss of refrigerant unless directly attributable to the failure of a Trans/Air product which, at the time of the failure, was under warranty.
- 12) Trans/Air reserves the right to make changes in design or improvements to its products or parts thereof, without obligation to make or install of such changes or improvements on existing units or upon products covered by this warranty.
- 13) If Trans/Air makes a product improvement program available to the End User, Trans/Air reserves the right to limit the duration of the programs unless it is safety related. Expenses incurred in completing said product improvements after the closing date of the program are the responsibility of the End User.
- 14) Trans/Air's warranty shall not apply in the case of damage incurred during shipment, accidental damage, abuse, misuse, act of nature, or if the serial number is missing, or to any product which, in the sole opinion of Trans/Air, has been installed, altered or repaired in a manner affecting the efficiency or performance of the unit or inconsistent with Trans/Air's written procedures.
- 15) This warranty applies only within the boundaries of the whole United States, its territories, and Canada. For other available coverage that may be purchased, contact Trans/Air.

TRANS/AIR'S LIABILITY TO THE PURCHASER FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM (S) OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO THE VALUE OF REPAIRS TO OR REPLACEMENT OF THE DEFECTIVE COMPONENTS DURING THE WARRANTY PERIOD, AS THE EXCLUSIVE REMEDY, AND STRAIGHT TIME LABOR CHARGES AS OUTLINED IN ITS CURRENT WARRANTY PROCEDURE MANUAL AND FLATE RATE LABOR SCHEDULE. IN NO EVENT SHALL TRANS/AIR BE LIABLE WHATSOEVER FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS OR OTHER COMMERCIAL LOSSES FROM ANY CAUSE WHATSOEVER, WHETHER OR NOT TRANS/AIR HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES. TRANS/AIR WILL NOT BE LIABLE FOR ANY LOSS OCCURRING BECAUSE THE EQUIPMENT IS OUT OF SERVICE. NO ACTION OR PROCEEDING ARISING OUT OF, FOR BREACH OF, OR IN ANY MANNER RELATING TO THIS WARRANTY MAY BE BROUGHT BY ANYONE AFTER SIX (6) MONTHS FROM NOTIFICATION TO TRANS/AIR OF AN IN-WARRANTY FAILURE.

Trans/Air Manufacturing Corporation Limited Warranty

Subject to the conditions and limitations set forth below, for a period of two (2) years (with unlimited mileage) starting at the date of delivery to the End User and with proper registration documentation, Trans/Air Manufacturing Corporation (Trans/Air) warrants to the original owner, if still the user, that each manufactured system/component will be free from defects in factory workmanship and materials when used and maintained in accordance with the recommended procedures. Trans/Air will furnish new or remanufactured replacements parts and cover the cost of repair labor for two years following delivery in accordance with the current Trans/Air flat rate labor schedule when performed at an authorized Trans/Air Service Center. This is the End User's sole and exclusive remedy.

THIS IS TRANS/AIR'S SOLE WARRANTY AND IT IS FURNISHED IN LIEU OF ANY AND ALL OTHER WARRANTIES. TRANS/AIR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR PARTICULAR PURPOSE IS MADE BY TRANS/AIR.

Conditions and Limitations

- 1) In order for a two (2) year system warranty to apply, the customer must purchase the evaporator(s), condenser(s), compressor(s), piping kits, electrical kits, mount kits and refrigeration hose from Trans/Air. If the full system is not purchased from Trans/Air, the two (2) year warranty applies to Trans/Air supplied evaporators and condensers only. All piping kits, and electrical kits purchased outside of a full system, will be considered a service part and will carry a 180 day warranty. All mount kits and compressors purchased outside of a full system, and used on a Trans/Air system, will be warranted as stated in the "Trans/Air Mount Kit / Compressor Warranty Policy". (Document # WR 010) All other components supplied by Trans/Air are covered by standard parts warranty (see #4 below). Extended warranty coverage may be purchased from Trans/Air at the time of purchase of the unit or system. Correction of a failure under this warranty does not extend the warranty beyond the standard two (2) year warranty period.
- 2) All auxiliary power pack engines are warranted by the engine manufactures, only and not by Trans/Air. Trans/Air components assembled on auxiliary power packs are warranted for two (2) years or 1000 hours, whichever comes first.
- 3) Demonstration systems will be covered for the full original warranty period if delivered to an End User within 180 days after the installation date and the vehicle has not exceeded 6,000 miles at the time of delivery to the End User. If the vehicle does not meet these criteria the full warranty period may be obtained if the system passes Trans/Air's specific warranty inspection performed, at dealer's expense, at an authorized Trans/Air Service Center. Written proof that the system has passed inspection must be received by Trans/Air to complete warranty registration.
- 4) Service parts are warranted for a 180 day period from the date of sale or until the expiration of the original equipment warranty, whichever is later. (Compressors are warranted per "Trans/Air Mount Kit / Compressor Warranty Policy", Document # WR 010) If required, parts covered by warranty must be returned to Trans/Air's factory in Dallastown, PA, by specified carrier freight prepaid, within standard Return Goods Authorization procedures, for evaluation, in order for Trans/Air to authorize any warranty claim.
- 5) Trans/Air will be responsible for the costs of repairs or replacement covered by warranty only if performed at an authorized Trans/Air Service Center. The Service Center is responsible for effecting repairs or replacement during the warranty period in accordance with current Trans/Air warranty procedures. A customer requesting service at a location other than an approved Service Center, or one requesting

overtime, shall be responsible for all additional warranty repair expenses in excess of the flat rate allowed. Trans/Air is not responsible for towing charges.

- 6) If the customer has not properly registered the Trans/Air system, the Service Center is not authorized to render warranty services without charge. All information on the warranty registration form must be completed in its entirety and returned to Trans/Air to activate the warranty.
- 7) Trans/Air does not warrant the installation of Trans/Air products unless installed by Trans/Air or an authorized Trans/Air Turnkey installation facility. In the cases of installation related failures, which are not covered by warranty Trans/Air specifically is not responsible for failures attributable to inadequate provision by the installer of structural support or inadequate provision of electrical requirements.
- 8) This warranty does not apply in cases of a failure of Trans/Air product which is attributable to improper evacuation procedures, or the introduction of non-approved refrigerant oil, additives, or other contaminants into the system.
- 9) This warranty does not apply in cases of failure of Trans/Air product, which is attributable to failure of the end user to perform or provide preventative maintenance in accordance with Trans/Air's guidelines. Examples include, but are not limited to, failure to properly maintain belt tension, clean condenser coils, replace evaporator filters, maintain electrical systems to provide proper voltage to components, or check and tighten hardware or fittings, which may have loosened due to vibration. (See Trans/Air Preventive Maintenance Schedule)
- 10) This warranty does not apply to failure of Trans/Air product due to normal wear. Examples included but are not limited to, return air filters, refrigerant filters, power pack air filters, power pack fuel filters, power pack coolant hoses, any belts, lubricants, transit compressor oil collection rings, condenser and evaporator motor brushes, etc., all of which are considered to be expendable items.
- 11) This warranty does not apply to loss of refrigerant or any damage caused by loss of refrigerant unless directly attributable to the failure of a Trans/Air product which, at the time of the failure, was under warranty.
- 12) Trans/Air reserves the right to make changes in design or improvements to its products or parts thereof, without obligation to make or install of such changes or improvements on existing units or upon products covered by this warranty.
- 13) If Trans/Air makes a product improvement program available to the End User, Trans/Air reserves the right to limit the duration of the programs unless it is safety related. Expenses incurred in completing said product improvements after the closing date of the program are the responsibility of the End User.
- 14) Trans/Air's warranty shall not apply in the case of damage incurred during shipment, accidental damage, abuse, misuse, act of nature, or if the serial number is missing, or to any product which, in the sole opinion of Trans/Air, has been installed, altered or repaired in a manner affecting the efficiency or performance of the unit or inconsistent with Trans/Air's written procedures.
- 15) This warranty applies only within the boundaries of the whole United States, its territories, and Canada. For other available coverage that may be purchased, contact Trans/Air.

TRANS/AIR'S LIABILITY TO THE PURCHASER FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM (S) OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO THE VALUE OF REPAIRS TO OR REPLACEMENT OF THE DEFECTIVE COMPONENTS DURING THE WARRANTY PERIOD, AS THE EXCLUSIVE REMEDY, AND STRAIGHT TIME LABOR CHARGES AS OUTLINED IN ITS CURRENT WARRANTY PROCEDURE MANUAL AND FLATE RATE LABOR SCHEDULE. IN NO EVENT SHALL TRANS/AIR BE LIABLE WHATSOEVER FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL

DAMAGES, OR FOR LOST PROFITS OR OTHER COMMERCIAL LOSSES FROM ANY CAUSE WHATSOEVER, WHETHER OR NOT TRANS/AIR HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES. TRANS/AIR WILL NOT BE LIABLE FOR ANY LOSS OCCURRING BECAUSE THE EQUIPMENT IS OUT OF SERVICE. NO ACTION OR PROCEEDING ARISING OUT OF, FOR BREACH OF, OR IN ANY MANNER RELATING TO THIS WARRANTY MAY BE BROUGHT BY ANYONE AFTER SIX (6) MONTHS FROM NOTIFICATION TO TRANS/AIR OF AN IN-WARRANTY FAILURE.

This e-mail may contain privileged, confidential, copyrighted, or other legally protected information. If you are not the intended recipient (even if the e-mail address above is yours), you may not use, copy, or retransmit it. If you have received this by mistake, please notify us by return e-mail, then delete. Thank you. The Trans/Air Web Site is www.transairmfg.com.

PROPOSED
RESOLUTION

1 **Section 1.** The Village Manager is authorized to issue a purchase order for the
2 purchase of two 2016 Starcraft 21 passenger buses with Ford E-450 Chasis gas engine transit
3 buses from Creative Bus Sales, Inc., for an amount not to exceed \$119,712.00 for fiscal year
4 2015-2016 pursuant to the specifications as detailed in ITB #1516-11-002 as recommended by
5 the selection committee.
6

7 **Section 2.** This Resolution shall become effective immediately.
8

9 PASSED AND ADOPTED this _____ day of June, 2016.
10

11 Attest:
12

13
14 _____
15 Meighan J. Alexander
16 Village Clerk
17

18 _____
19 Eugene Flinn
20 Mayor
21

22 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
23 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
24

25 _____
26 Dexter W. Lehtinen
27 Village Attorney
28

29 FINAL VOTE AT ADOPTION:
30

31 Council Member Karyn Cunningham _____

32 Council Member Tim Schaffer _____

33 Council Member Larissa Siegel Lara _____

34 Vice-Mayor John DuBois _____

35 Mayor Eugene Flinn _____



To: Honorable Mayor and Village Council

Date: June 6, 2016

From: Edward Silva, Village Manager 

Re: Traffic Calming Study
Near Palmer Trinity

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING A TRAFFIC CALMING STUDY FOR TRAFFIC CALMING AND VOLUME REDUCTION SOLUTIONS ON NEIGHBORING RESIDENTIAL STREETS IN CLOSE PROXIMITY TO PALMER TRINITY SCHOOL IN THE AREA SOUTH OF SW 174TH STREET, NORTH OF SW 184TH STREET, WEST OF OLD CUTLER ROAD, AND EAST OF SW 82ND AVENUE WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH CIVIL WORKS, INC. TO PROVIDE TRAFFIC ENGINEERING AND TRANSPORTATION PLANNING SERVICES FOR A TRAFFIC CALMING STUDY INCLUSIVE OF CONCEPTUAL PLANS; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$57,800; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village has received numerous complaints from residents regarding the speeding and cut-through traffic on residential streets in close proximity to Palmer Trinity School. The Village's Public Services Department began holding traffic calming workshops to gain an insight as to how to address the ongoing request for traffic calming solutions. A traffic calming workshop initiative was held on January 27, 2016 to discuss the traffic of the Palmer Trinity area, more specifically, west of Old Cutler Road, east of SW 82nd Avenue, north of SW 184th Street to south of SW 174th Street with major emphasis on SW 176th Street and Old Cutler Road.

The workshop provided renderings of recommended traffic calming devices to address speeding and cut-through traffic. The vision of installing speed tables, chicanes, traffic circles, turn restriction signage and diverters was well received by the residents in attendance at this meeting. As a result of this meeting, the Village worked tirelessly with the Division of Traffic Engineering from Miami-Dade County to get the timing of the traffic signal at the intersection of SW 176th Street and Old Cutler Road adjusted to maximize the flow of traffic.

Residents of this area made numerous recommendations for traffic calming devices to include but not limited to no turn restriction signage and increased police presence at the intersection of SW 176th Street and Old Cutler Road.

Civil Works, Inc., responded to the Village's request for a proposal to provide transportation engineering services to the Village for the preparation of a traffic study and cost analysis study for traffic calming and volume reduction solutions on residential streets in close proximity to the Palmer Trinity area (south of SW 174th Street, north of SW 184th Street, west of Old Cutler Road, and east of SW 82nd Avenue). The traffic study will include a conceptual plan recommendation for permanent traffic calming devices such as: traffic circles, diverters, chicanes, speed tables, and turn restriction signage.

The purpose and goal of the study is to determine whether and where traffic calming measures are needed and if so, to develop policies as to what type of traffic calming measures are recommended for that particular street location in order to reduce any identified speeding and/or traffic volume problem for that particular street.

Village administration desires to contract Civil Works, Inc., to provide transportation engineering services in accordance with the attached proposal (Exhibit A). The study shall reflect traffic calming measures in an effort to reduce or eliminate cut-thru traffic and speeding within the neighborhood. Suggested traffic calming devices for which the traffic intrusion analysis will examine are listed, but not limited to; speed humps and/or tables, neckdowns, traffic circles, half closures, channelization, chicanes, chokers, lane narrowing, traffic medians, diverters, and raised intersections.

Civil Works, Inc. is one of five pre-qualified firms selected to provide transportation engineering services on an as needed basis. The services to be provided by Civil Works, Inc. will incorporate an evaluation of existing sites, traffic data collection, an analysis and evaluation of data collection, a justification report, and obtain concurrency from Miami-Dade County Traffic Engineering Division (TED).

Once the traffic study is complete, recommendations will be provided on the scenario that provides the best traffic flow options for the project area. Civil Works, Inc. will also provide deliverables as detailed in the attached proposal. Concurrency from Miami-Dade County Public Works, Traffic Engineering Division is required before findings from the report can be accepted as final.

Village administration is requesting authorization from the Village Council to enter into an agreement with Civil, Inc. to provide transportation engineering services to the Village for the preparation of a traffic study and cost analysis study for traffic calming and volume reduction solutions on residential streets in close proximity to the Palmer Trinity area (south of SW 174th Street, north of SW 184th Street, west of Old Cutler Road, and east of SW 82nd Avenue) in the Village of Palmetto Bay in an amount not to exceed \$57,800.00.

FISCAL/BUDGETARY IMPACT:

Eighty (80) percent of the Peoples Transportation Plan money is to go to transportation use. Funding is available and budgeted for this item under "Special Revenue Fund-Transportation Sales Tax" in an amount not to exceed \$57,800.00 during fiscal year 2015-16.

RECOMMENDATION:

Approval is recommended.

Attachments:

Exhibit A (Civil Works Proposal)



Civil Works, Inc.

Miami - Ft. Lauderdale - Orlando

A WBE/DBE firm

305-591-4323 954-344-6568 407-339-0040

www.civilworks.com

cwi@civilworks.com

May 18, 2016

Ms. Corrice Patterson, Public Works Director
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

E-mail to: cpatterson@palmettobay-fl-gov
Ph: 305-969-5011

EXHIBIT A

**Re: Professional Engineering Services
for the Traffic Calming Initiatives between SW 174 St. and SW 184 St.
CWI Project No. 16100.00**

Dear Ms. Patterson:

Civil Works, Inc. (CWI) is pleased to submit this proposal to the Village of Palmetto Bay (Village) for Engineering Design Services based on the Request for Proposals dated May 16, 2015. Based on information, the study area includes SW 174 Street on the north, SW 184 Street on the south, Old Cutler Road on the East and SW 82 Avenue on the west and conceptual figures (Option 1). The Traffic Calming Area includes the analysis of the following Devices:

Diverters/signage creating right turns only at:

Old Cutler Road, at the intersections of 77 Ave, 75 Ave, 176 St, and 174 St,
SW 176 St and 79 Ave

Speed Tables at:

SW 174 St between 77 Ave and 74 Ct
SW 174 St between 74 Ct and Old Cutler
SW 175 St between 78 Ave and 77 Ave
SW 175 St between 77 Ave and 74 Ct
SW 77 Ave between 177 St and 178 St
SW 77 Ave between 178 Terr and 179 Terr

Round-a-bouts at:

SW 175 St and 77 Ave
SW 176 St and 78 Ave
SW 176 St and 77 Ave
SW 176 St and 74 Ct

We understand that Palmetto Bay proposes to construct the recommended and approved Traffic Calming Devices. **CWI** will prepare a Traffic Analysis Report, Base Map and Conceptual Plans, Coordination with Miami Dade County, Assistance with Public Workshops, Construction Documents, Permitting Assistance and Limited Construction Administration Services. This letter and our Professional Services Agreement will serve as the agreement for the described services.

Civil Works, Inc.

8491 NW 17 Street, Suite 108, Doral, FL 33126

Ph: 305-591-4323

Fax: 305-591-4074

Village of Palmetto Bay

Traffic Calming Initiatives between SW 174 St. and SW 184 St.

May 18, 2016, Page 2

TRAFFIC REPORT

TASK 1 - DATA COLLECTION

Under this Task, **CWI** will collect the existing roadway inventory, available roadway plans, and traffic data in the study area. **CWI** will identify the roadways, collect preliminary data, perform speed and volume studies, and collect crash reports. Previous traffic reports for the area will be obtained from the Village and Miami Dade County records.

The traffic crashes will be researched and coordinated with Miami Dade County and the Village of Palmetto Bay Police Departments. The streets and intersections listed above as well as crashes along Old Cutler Road from SW 184 St to SW 174 St will be researched.

The traffic count locations will be discussed in advance with Miami Dade County, Traffic Engineering for concurrence. **CWI** will also inventory the existing intersection configurations, traffic control information and signal timings for the signalized intersections within the study area. This Task includes up to 4 meetings with the Village, Miami Dade County and other requested agencies.

TASK 2 - TRAFFIC COUNTS AND SPEED COUNTS

This Task will include 24- hour (directional) counts and speed for the following locations:

- ◆ SW 174 St between 77 Ave and 74 Ct
- ◆ SW 174 St between 74 Ct and Old Cutler Rd
- ◆ SW 175 St between 78 Av and 77 Ave
- ◆ SW 175 St between 77 Ave and 74 Ct
- ◆ SW 176 St between 80 Ct and 79 Ave
- ◆ SW 176 St between 78 Ave and 77 Ave
- ◆ SW 176 St between 75 Ave and 74 Pl
- ◆ SW 77 Ave between 174 St and 175 St
- ◆ SW 77 Ave between 175 St and 176 St
- ◆ SW 77 Ave between 177 St and 178 St
- ◆ SW 77 Ave between 178 Terr and 179 Terr
- ◆ SW 78 Ave between 177 St and 178 St

Turning movement counts will also be taken at intersections listed below for four hours. The times to be counted will be morning peak hours (7 am to 9am) and the afternoon peak hours (4pm to 6pm). The turning movement counts will be obtained at the following intersections:

- ◆ Old Cutler Road and 184 St
- ◆ Old Cutler Road and 176 St
- ◆ Old Cutler Road and 174 St
- ◆ Old Cutler Road and 75 Ave
- ◆ Old Cutler Road and 77 Ave
- ◆ SW 175 St and 77 Ave
- ◆ SW 176 St and 79 Ave
- ◆ SW 176 St and 78 Ave
- ◆ SW 176 St and 77 Ave
- ◆ SW 176 St and 74 Ct

Village of Palmetto Bay
Traffic Calming Initiatives between SW 174 St. and SW 184 St.
May 18, 2016, Page 3

All counts will be summarized in an easy to understand format for inclusion into the traffic report. The traffic data collection will be taken during regular school hours, during the regular school year. The anticipated time period for these counts is anticipated to during Sept 2016 at the beginning of the next school year.

TASK 3 - TRAFFIC ANALYSIS

The speed and traffic volumes are the first criteria used to gauge whether a traffic calming study area warrants implementation of a traffic calming plan. The second criterion uses the number of accidents per year along the streets as a warrant for a traffic calming study. The analysis will be based on the Federal Highway Administration guidelines and the Miami Dade County Policies.

The January 2016 workshop information will be reviewed and used along with the collected data. The recommendations will be prepared in a graphical sketch. The types of Traffic Calming Devices and recommended locations will be discussed with you before the report is provided to Miami Dade County. This task includes two meetings with your staff to review the report and any comments recommended improvements.

This Traffic Analysis will be in accordance with Miami Dade County policies. Please note that Miami Dade County, Department of Transportation and Public Works (DTPW) has jurisdiction over all Traffic Control Devices on roadways, both in the incorporated and the unincorporated areas of the County. The recommended locations of the traffic Devices must be discussed and approved by Miami Dade County, Traffic Engineering Division before implementation. (See attached DTPW Memo)

TASK 4 - CONCEPTUAL PLAN

Under this Task, CWI will develop a Conceptual Plan for the proposed traffic calming infrastructure. The Conceptual Plan will use a "Google Map" or other aerial graphics for the base area and will be show on the recommended Traffic Calming Devices location and types. CWI will prepare a Engineer's Preliminary Cost Estimate based on the Conceptual Plan.

TASK 5 - MIAMI DADE COUNTY COORDINATION

This Task will include the submission of the Traffic Calming Initiatives Traffic Analysis Report to Miami Dade County Traffic Engineering for review and approval of the placement of the recommended devices. This Task includes up to 3 meetings with the County and/or the Village to discuss the comments. This Task includes one revision to the Report based on the County Review Comments. Any additional revisions will be included in an additional task order.

TASK 6 - TRAFFIC REPORT DELIVERABLES

CWI will supply one draft PDF copy and two Hard Copy of the Report for review and comments. The Reports will include the exhibits, the traffic data and the analysis information. Once the Draft is approved by the Village, CWI will submit the Report to the County for review.

Upon Miami Dade County approval, one PDF and two hard copies of the complete Traffic Analysis Report and two hard copies of a Summary Report will be prepared. The Summary Report will include the Methodology and Recommendations with exhibits, but without the voluminous computer printouts of the traffic data. The report format will be in an 8-1/2" x 11" format. (Exhibits may be 11"x17")

Village of Palmetto Bay

Traffic Calming Initiatives between SW 174 St. and SW 184 St.

May 18, 2016, Page 4

CWI will prepare one draft and one final power point presentation of the Traffic Analysis Report Recommendations for public presentations. The presentation will be submitted to the Village for review. One revision of the presentation is included in this Task. Any additional revisions will be included in an additional task order. If requested, CWI will prepare 10 additional hard copies of the Summary Report for the public meetings.

TASK 7 - PUBLIC WORKSHOPS AND PRESENTATIONS

This Task includes one Public Workshops to discuss the Report and the Conceptual Plans. This Task also includes one Village Town meeting to present the recommendations of the Traffic Analysis Report.

TASK 8 - BASMAP AND SURVEY COORDINATION

Under this Task, CWI will obtain topographic survey (with a subconsultant) and use the collected roadway inventory to develop the base map for the study area. The survey will be obtained for the areas approved for the Traffic Calming Devices. CWI will provide the coordination with the Surveyor Subconsultant

TASK 9 - FINAL BID DOCUMENTS

This Task will include the preparation of final Construction Documents based on feedback from the Village. The construction documents will be prepared as one set of plans showing 2 phases of construction. The Contract plans and specifications will be developed so portions of the project can be bid separately. CWI will also prepare a Engineers Probable Construction Cost Estimate based on recent bid information.

The bid package will be prepared by the Village and will include the CWI signed and sealed drawings and specifications suitable for bidding. The Village will provide standard contract provisions to be included with specifications.

TASK 10 - PERMIT PROCESSING ASSISTANCE

We understand that the Village will provide the permit approvals to the selected contractor, however, Miami Dade County requires that the Construction Documents be stamped for approval. This Task includes the Miami Dade County approval process assistance required for the Final Construction Documents. This Task also includes two meetings with the Village and the County during the approval process.

Village of Palmetto Bay

Traffic Calming Initiatives between SW 174 St. and SW 184 St.

May 18, 2016, Page 5

TASK 11 - BID PHASE AND CONSTRUCTION ADMINISTRATION SERVICES

This Task includes the Bid Phase and Construction Administration Services which will be limited and will not be initiated without written approval from the Village. The Village of Palmetto Bay will administer the bids, but it is anticipated the following tasks from **CWI**:

- ◆ Assistance with answering contractor questions and completing a bid addendum
- ◆ Attendance at preconstruction meeting
- ◆ Answering the contractor's requests for information
- ◆ Attendance at construction meetings (assume attendance at 2 meetings)
- ◆ Assistance with final inspection and project certification (**CWI** will not be performing construction oversight under this proposal)

TASK 12 - PROJECT REPRESENTATION (If required)

This task will include any special meetings with the your staff, special team meetings and any follow-up that your organization may request during this time.

SCHEDULE

CWI is ready to begin the project immediately upon receipt of an executed Notice to Proceed. We understand that the traffic data collection has to be taken during the regular school year, so traffic data will be collected in Sept 2016. We anticipate that the Traffic Report Portion will be prepared 2 months from the start date and once approved, the Final Construction Documents will be prepared within 2 months.

CLIENT'S RESPONSIBILITIES

You will furnish **CWI** with an executed Task Order for this project and the following:

- ◆ Previous Studies and roadway plans of the project area.
- ◆ Review, Permit and Application Fees.
- ◆ Bidding and Construction Phases Services will be authorized in advance.

Village of Palmetto Bay
Traffic Calming Initiatives between SW 174 St. and SW 184 St.
May 18, 2016, Page 6

COMPENSATION

The fees for the tasks are the stipulated sums indicated below. The fees for Project Representation and Construction Admin. Services and any additional services not listed above that you may require will be at the hourly rates and categories shown below.

TASK	DESCRIPTION	STIPULATED SUM	Budget Time Charges
Task 1	DATA COLLECTION (including crash research)	\$5,800.00	N/A
Task 2	TRAFFIC COUNTS AND SPEED COUNTS (24-hour Machine Counts @ \$250.00 per location, per day) (Turning Movement Counts @ \$400.00 per 4-hour count location)	\$7,100.00	N/A
Task 3	TRAFFIC ANALYSIS	\$20,800.00	N/A
Task 4	CONCEPTUAL PLANS	\$9,600.00	N/A
Task 5	MIAMI DADE COUNTY COORDINATION	\$5,000.00	N/A
Task 6	TRAFFIC REPORT DELIVERABLES	\$6,700.00	N/A
Task 7	PUBLIC MEETINGS AND PRESENTATIONS	\$2,800.00	N/A
	Subtotal Traffic Analysis Services	\$57,800.00	
Task 8	BASMAP AND SURVEY COORDINATION	\$1,600.00	N/A
Task 9	FINAL BID DOCUMENTS	\$36,500.00	N/A
Task 10	PERMIT PROCESSING ASSISTANCE	\$1,600.00	N/A
Task 11	BID PHASE AND CONSTRUCTION ADMINISTRATION SERVICES	Hourly Rates	\$5,500.00
Task 12	PROJECT REPRESENTATION	Hourly Rates	\$1,500.00
	Subtotal Design Services	\$46,700.00	
	TOPOGRAPHIC SURVEY (Manny Vera & Assoc)	\$23,350.00	
	Total Design and Survey	\$70,050.00	

This Agreement includes up to \$300.00 in reproductions, printing and telecommunications costs. Costs over this amount will be invoiced separately. Any services not specifically mentioned in the tasks above will be additional services. If any additional services are requested, a new task order will be provided based upon the rates listed below.

HOURLY RATES

<u>Category</u>	<u>Hourly Rates</u>
Principal/Project Manager	\$195.00
Senior Engineer	\$175.00
Design Engineer	\$125.00
Technician/Drafter	\$ 95.00
Clerical	\$ 55.00

The above hourly fee rates include all normal cash expenses as described under Compensation. The fees will be billed at data collection, traffic counts and completions of the other tasks. All reports and documentation remains the property of CWI until all fees are paid in full.

If you concur with the content of this agreement, please sign and date and return one complete copy to our office. Please call me at (305) 591-4323 if you have any questions.

Sincerely,
Civil Works, Inc.



Linda Bell, P.E.
President

Accepted by:

Signature

Printed Name

Date

Palmetto-palmer-traffic-calm-prp2.wpd

Attachments

CONTINUING SERVICES

A G R E E M E N T

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

CIVIL WORKS, INC.

PUBLIC WORKS COPY

CONTINUING SERVICES

AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

CIVIL WORKS, INC.

THIS AGREEMENT is made between the Village of Palmetto Bay, Florida, a Florida municipal corporation, (hereinafter referred to as the "village ") and CIVIL WORKS, INC. licensed and authorized to do business in the State of Florida, (hereinafter referred to as the "consultant "), whose place of business is 7855 NW 12 ST, Suite 202, Doral, FL 33126.

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

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

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

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

SECTION 1. DEFINITIONS

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

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

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the project. reimbursable expenses include long-distance communications, application and

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

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

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

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

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

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

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

¹ The disciplines listed below are more extensively defined and identified in RFQ _____ Section 2.2 Scope of Services, which RFQ is incorporated by reference as exhibit C to this contract.

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

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

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

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

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

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

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

SECTION 3. TERM/TERMINATION

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

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

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

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

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

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

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

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

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

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

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

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

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

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

SECTION 5. NO DAMAGES FOR DELAY CLAUSE

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

SECTION 6. RIGHT TO WITHHOLD

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

SECTION 7. INTEREST PAYMENTS

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

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

SECTION 8. SURVIVAL OF PROVISIONS

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

SECTION 9. VILLAGE'S RESPONSIBILITIES

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

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

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

SECTION 10. CODE OF ETHICS

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

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

SECTION 11. POLICY OF NON-DISCRIMINATION/WAGES

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

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

SECTION 12. OWNERSHIP OF DOCUMENTS/DELIVERABLES

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

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

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

SECTION 13. RECORDS/AUDITS

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

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

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

SECTION 14. NO CONTINGENT FEE

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

SECTION 15. INDEPENDENT CONTRACTOR

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

SECTION 16. ASSIGNMENT; AMENDMENTS

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

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

SECTION 17. INDEMNIFICATION/HOLD HARMLESS

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

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

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

SECTION 18. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 19. REPRESENTATIVE OF VILLAGE AND CONSULTANT

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

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

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

20.1 The village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings.

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

SECTION 21. MEDIATION

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

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

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED

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

SECTION 23. CONSULTANT'S RESPONSIBILITIES

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

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

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

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

SECTION 24. SUBCONSULTANTS

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

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

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

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

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

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

SECTION 25. NOTICES

25.1 Whenever either party desires to give notice to the other, it must be given by hand delivery, facsimile, or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice and identified the following persons as the contracting officers: 7855 NW 12 ST, Suite 202
Doral, FL 33126

FOR CONSULTANT:

CIVIL WORKS, INC.
7855 NW 12 ST, Suite 202
Doral, FL 33126
Telephone: (305) 591-4323
Facsimile: (305) 591-4074

FOR VILLAGE:

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

SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE

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

SECTION 27. CONSENT TO JURISDICTION

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

SECTION 28. GOVERNING LAW

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

SECTION 29. HEADINGS

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

SECTION 30. EXHIBITS

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

SECTION 31. SEVERABILITY

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

SECTION 32. COUNTERPARTS

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

SECTION 33. WARRANTY OF AUTHORITY

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

SECTION 34. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

34.1 Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and consultant has not, and will not, pay a fee the amount of which is contingent upon the village awarding this agreement to consultant.

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

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

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

Village Clerk

By: _____
Ron E. Williams, Village Manager

Date: _____

APPROVED AS TO FORM:

Village Attorney

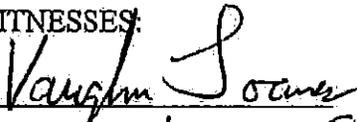
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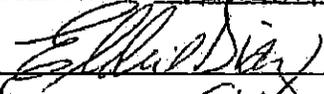
CIVIL WORKS, INC.

By: 
Linda M. Bell
President

Date: 3/13/14

WITNESSES:


Print Name: VAUGHN SOARES


Print Name: ELCRIS DIAZ

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

CIVIL WORKS, INC.

For

Work Authorization No. _____

[INSERT NAME OF PROJECT]

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 (the "village") and CIVIL WORKS, INC., 7855 N.W. 12 Street, Suite 202, Doral, Florida 33126 ("consultant") dated _____, this project agreement authorizes the consultant to provide the services as set forth below:

The village and consultant agree as follows:

SECTION 1. SCOPE OF SERVICES

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

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

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

SECTION 2. DELIVERABLES

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

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

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

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

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

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

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

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

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

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

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

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

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the village for payment to the consultant is disputed, or additional backup documentation is required, the village shall notify the consultant within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The consultant shall provide the

village with additional backup documentation within five working days of the date of the village's notice. The village may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the consultant. The village, at its sole discretion, may pay to the consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the village becomes credibly informed that any representations of the consultant, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the consultant is not in compliance with any term or condition of this project agreement, the village may withhold payment of sums then or in the future otherwise due to the consultant until the inaccuracy, or other breach of project agreement, and the cause thereof, is corrected to the village's reasonable satisfaction.

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

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

SECTION 6. TERMINATION/SUSPENSION

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

6.2 **For Convenience.** This project agreement may be terminated by the village for convenience upon 14 days' written notice to the consultant. In the event of termination, the consultant shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The consultant shall be

Exhibit "1"

Project Description

[TO BE INSERTED]

Exhibit "2"

Scope of Services and Project Schedule

[TO BE INSERTED]

EXHIBIT "3"

Payment Schedule

[TO BE INSERTED]

EXHIBIT "B"

PAGE 1 OF 2

CONSULTANT'S BILLING RATE

[TO BE INSERTED]

B-1

EXHIBIT "B"

PAGE 2 OF 2

GENERAL DESCRIPTION OF EMPLOYEE CATEGORIES

Principal - Senior level managers of the firm.

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

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

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

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

Construction Observation– Technical personnel responsible for observing construction projects.

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

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

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

EXHIBIT "C"

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

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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RESOLUTION NO. 2014-34

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROFESSIONAL SERVICES; APPROVING THE QUALIFICATION OF THE REMAINING FIRMS SHORT LISTED TO PROVIDE CONTINUING SERVICES IN TRANSPORTATION PLANNING & ENGINEERING SERVICES, ENGINEERING SERVICES FOR ELECTRICAL ENGINEERING, MECHANICAL ENGINEERING & PLUMBING SYSTEMS, STRUCTURAL ENGINEERING, LANDSCAPE ARCHITECTURE, GENERAL PLANNING SERVICES, ARCHITECTURE, AND GENERAL CIVIL ENGINEERING SERVICES TO THE VILLAGE; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH R.J. BEHAR AND COMPANY, INC., CIVIL WORKS INC., PMM CONSULTING ENGINEERS, CORP., PISTORINO & ALAM CONSULTING ENGINEERS, INC., AMEC, BERMELO AJAMIL & PARTNERS, INC., ILER PLANNING, INC., MC HARRY ASSOCIATES, INC., AND CALVIN, GIORDANO & ASSOC., INC.; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Request for Qualifications (RFQ) 2013-PW-100 was advertised in the Miami Daily Business Review on February 4, 2013 soliciting qualified firms or teams of firms to obtain Professional Services in seven service areas; and,

WHEREAS, RFQ #2013-PW-100 documented a detailed two-part screening process that consisted of proposal submission and an oral presentation; and,

WHEREAS, each proposal was individually evaluated and the five (5) highest ranking proposals in each Service Area were invited to make an oral presentation before the committee; and,

WHEREAS, as a result of the two part screening process and deliberations, at the May 6, 2013 Council meeting, the selection committee recommended and the Village Council approved the selection of the three (3) highest ranking firms in each professional service area via Resolution No. 2013-40; and,

WHEREAS, the Council expressed their desire to expand the list from three (3) to five (5) consultants at the February 3, 2014; and,

WHEREAS, the Council voted 5-0, authorizing the Village Manager to proceed with the necessary steps required to increase the pre-qualified professional engineering consultants list from three (3) to five (5) consultants at the February 3rd, 2014 Council meeting; and,

1
2 WHEREAS, the Department of Public Works sent letters extending an opportunity
3 to the fourth and fifth highest ranking firms that participated in RFQ# 2013-PW-100 pre-
4 qualification processes; and,
5

6 WHEREAS, the fourth and fifth highest ranking firms provided letters of
7 concurrence with the Village's request to add their firms to the existing list of consultants for
8 professional engineering services; and,
9

10 WHEREAS, Village administration is recommending Village Council approval to add the
11 fourth and fifth highest ranking firms that participated in RFQ# 2013-PW-100 to the current
12 list of consultants approved via Resolution No. 2013-40 for a term of two (2) years, with the
13 option to extend the contract for two (2) one-year terms; and,
14

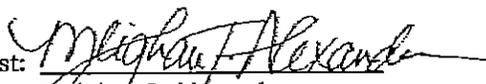
15 WHEREAS, the eventual contracting for these services is in the best interest of Village
16 improvements and in certain instances their end products are mandated; and
17

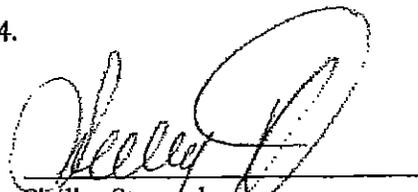
18 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
19 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
20

21 Section 1. The Village Manager is authorized to enter into contract negotiation
22 with the selected Consultants to provide professional engineering services.
23

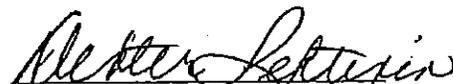
24 Section 2. This Resolution shall become effective immediately.
25

26
27 **PASSED and ADOPTED** this 7th day of April 2014.
28

29
30
31 Attest: 
32 Meighan J. Alexander
33 Village Clerk
34


35 Shelley Stanczyk
36 Mayor
37

38
39 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**
40 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:**
41

42 
43 Dexter W. Lehtinen
44 Village Attorney

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

PROPOSED
RESOLUTION

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



To: Honorable Mayor and Village Council

Date: June 6, 2016

From: Edward Silva, Village Manager 

Re: 3rd Annual Independence Day
Celebration

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL EVENTS; APPROVING THE ANNUAL "PALMETTO BAY INDEPENDENCE DAY CELEBRATION" ON JULY 4, 2016; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE AND EXPEND UP TO \$80,000 FOR EXPENSES RELATED TO THE ANNUAL EVENT; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The fourth of July, also known as Independence Day, represents one of the most important historic events in American history. This significant national holiday is proudly celebrated in small and large cities all throughout the United States.

In recognition of this important occasion, a new tradition was started in the Village of Palmetto Bay. In 2014, the Village hosted its first annual "Palmetto Bay Independence Day Celebration", featuring activities and entertainment for all age groups including a traditional fireworks display at the conclusion of the event. Last fiscal year, this event hosted an estimated 7,000 citizens in attendance and nicely complemented the existing special events programming in Palmetto Bay.

Since the inception of this special event, Village residents have been extremely supportive of the Independence Day Celebration by creating the demand to continue the tradition. This event is growing by popularity and attendance and many residents have expressed an interest in more community events throughout the year which create an opportunity for them to mingle and share with their neighbors and fellow residents. The Palmetto Bay Independence Day Celebration provides a venue that will serve that purpose as we celebrate the birth of our country.

FISCAL/BUDGETARY IMPACT:

The estimated cost for the event is \$80,000. This item is funded under the Special Events budget adopted for fiscal year 2015-16. Several potential sponsorship opportunities may be available for this event.

RECOMMENDATION:

Approval is recommended.

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF
4 THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
5 SPECIAL EVENTS; APPROVING THE ANNUAL "PALMETTO BAY
6 INDEPENDENCE DAY CELEBRATION" ON JULY 4, 2016;
7 AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE AND
8 EXPEND UP TO \$80,000 FOR EXPENSES RELATED TO THE
9 ANNUAL EVENT; AND PROVIDING FOR AN EFFECTIVE DATE.

10
11 WHEREAS, July 4th or Independence Day, represents one of the most important
12 historic events in our nation's history, that is proudly celebrated in small and large cities
13 throughout the United States; and

14
15 WHEREAS, in recognition of this important occasion, the Village of Palmetto Bay has
16 established the annual Palmetto Bay Independence Day Celebration and fireworks display; and

17
18 WHEREAS, last fiscal year the event hosted an estimated 7,000 citizens in attendance
19 and nicely complemented the existing special events programming in Palmetto Bay; and

20
21 WHEREAS, Palmetto Bay residents have been very supportive of community events
22 and have expressed an interest in having more opportunities to share with their neighbors and
23 fellow residents, and the Palmetto Bay Independence Day Celebration serves that purpose; and

24
25 WHEREAS, plans for the event include a cornucopia of activities for all ages,
26 culminating in a spectacular fireworks display at the conclusion of the event; and

27
28 WHEREAS, approval is requested from the Village Council to proceed with the
29 logistical planning of the event; and

30
31 WHEREAS, funding is allocated at an amount not to exceed \$80,000 to cover associated
32 costs for the Palmetto Bay Independence Day Celebration.

33
34 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
35 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

36
37 Section 1. The Village Manager is authorized to proceed with the planning of the
38 annual "Palmetto Bay Independence Day Celebration" scheduled for Monday, July 4, 2016.

39
40 Section 2. The Village Manager is authorized to allocate an amount not to exceed
41 \$80,000 to cover the costs associated with the event.

42
43 Section 3. This Resolution shall become effective immediately.
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RESOLUTION NO: _____

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3 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE**
4 **VILLAGE OF PALMETTO BAY; RELATING TO THE GREEN**
5 **CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY DISTRICT**
6 **(PACE); CLARIFYING THAT THE VILLAGE DOES NOT ENDORSE OR**
7 **RECOMMEND THE PACE PROGRAM; AFFIRMING THAT**
8 **RESIDENTS MAY USE THE PACE PROGRAM AT THEIR OWN RISK;**
9 **PROHIBITING USE OF THE VILLAGE'S LOGO OR SEAL; AND,**
10 **PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilmember Tim**
11 **Schaffer.)**
12

13 **WHEREAS,** the Village Council of Palmetto Bay wishes to ensure that residents of
14 Palmetto Bay may utilize the services of the Green Corridor Property Assessment Clean Energy
15 District (PACE) (the "District") program (the "program") based upon the independent and
16 unbiased analysis of the residents themselves, based upon the specific facts and circumstances
17 relevant to those residents, and without any perception, impression, or belief that the Village
18 endorses or recommends the program; and
19

20 **WHEREAS,** the Village does not endorse or recommend the program; and
21

22 **WHEREAS,** the use by the District or by any of its or representatives, agents, or service
23 providers of the Village Logo or Seal gives a false perception, impression, or belief that the
24 Village endorses or recommends the program; and
25

26 **WHEREAS,** the Council has learned that the District and/or its representatives, agents,
27 and service providers have used the Village logo or Seal in advertising and selling the use of its or
28 their services in connection with the program; and
29

30 **WHEREAS,** the Council has further learned that the District and/or its representatives,
31 agents, and service providers have indicated to residents that the Village endorses and/or
32 recommends participation by residents when selling the use of its or their services in connection
33 with the program.
34

35 **NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR AND VILLAGE**
36 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, AS FOLLOWS:**
37

38 **Section 1.** The Village of Palmetto Bay does not endorse or recommend to its
39 residents participation in or utilization of the services of the Green Corridor Property
40 Assessment Clean Energy District (PACE) (the "District") program (the "program").
41

42 **Section 2.** Participation in or utilization of the services of the Green Corridor
43 Property Assessment Clean Energy District (PACE) (the "District") program (the "program") by
44 Palmetto Bay residents should be based upon the independent and unbiased analysis of the
45 residents themselves, based upon the specific facts and circumstances relevant to those residents,
46 and without any perception, impression, or belief that the Village endorses or recommends the
47 program.

1 **Section 3.** The Green Corridor Property Assessment Clean Energy District (PACE)
2 and each of its agents, representatives, or service providers are prohibited from using any
3 representation of the Village Logo or Seal, and are prohibited from indicating, representing, or
4 acting in any way so as to give the impression that the Village endorses or recommends
5 participation by its residents in the program of the program.
6

7 **Section 4.** The Village Clerk shall take appropriate steps to provide copies of this
8 Resolution to the District and to its agents, representatives and service providers.
9

10 **Section 5.** This Resolution is effective immediately.
11

12 PASSED AND ADOPTED this ____ day of June, 2016.
13
14

15 Attest: _____
16 Meighan J. Alexander
17 Village Clerk
18
19

Eugene Flinn
Mayor

20 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
21 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:
22
23

24 _____
25 Dexter W. Lehtinen
26 Village Attorney
27
28

29 FINAL VOTE AT ADOPTION:
30

31 Council Member Karyn Cunningham _____

32 Council Member Tim Schaffer _____

33 Council Member Larissa Siegel Lara _____

34 Vice-Mayor John DuBois _____

35 Mayor Eugene Flinn _____