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RESOLUTION NO. 2016-120

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT 000030 SIDEWALK IMPROVEMENTS; AUTHORIZING METRO EXPRESS, INC., TO CONTINUE PROVIDING SIDEWALK IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY IN FY 2016-17; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$100,000; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, one of the objectives set forth in the Bicycle and Pedestrian Master Plan is to create a link between the existing Village sidewalks with the overall County system which borders Palmetto Bay on both the east and west boundaries, coupled with the Village's municipal circulator routes connected with the Busway; and

WHEREAS, the improvement of existing sidewalks will be concentrated on fulfilling the needs of elementary and middle school students for walking and/or biking to school by improving the sidewalk near and around their schools; and

WHEREAS, each year, the Department of Public Services continues its efforts to increase sidewalk connectivity with installation of new sidewalks and improving the quality of existing sidewalks to provide a safe pathway for pedestrian travel; and

WHEREAS, a competitive bid process was followed for Sidewalk Improvement construction services with the issuance of Invitation to Bid No. 1314-11-003; and

WHEREAS, as per Resolution No. 2014-33, adopted April 7, 2014, the Village of Palmetto Bay Council approved the selection of Metro Express, Inc. to provide annual sidewalk improvement services for replacement, repair and installation of new sidewalks inclusive of ADA ramp upgrades within Village owned right of ways for a period of three (3) years with the option to renew for an additional two (2), one (1) year terms; and

WHEREAS, in FY 2016-2017 the Department anticipates expending \$100,000 for sidewalk repairs and new sidewalk installation inclusive of ADA ramp upgrades as described in the bid scope of services; and

WHEREAS, the Department of Public Services recommends that it is in the best interest of the Village to continue the contract with Metro Express, Inc., which submitted the lowest, most inclusive and responsive bid for provision of annual sidewalk improvement services in accordance with Invitation to Bid No. 1314-11-003; and

1 **WHEREAS**, Metro Express, Inc. has agreed to continue providing the Village with
2 annual sidewalk improvements services in FY 2016-17 in accordance with the terms and
3 conditions detailed in contract #000030.

4
5 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
6 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

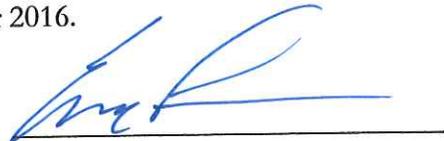
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8 **Section 1:** The Village Manager is authorized to continue the agreement with
9 Metro Express, Inc. for the provision of annual sidewalk improvements services include but are
10 not limited to replacement, repair and installation of new sidewalks inclusive of ADA ramp
11 upgrades for the Village of Palmetto Bay in an amount not to exceed \$100,000.

12
13 **Section 2:** This Resolution shall take effect immediately upon approval.

14
15
16 **PASSED and ADOPTED** this 7th day of November 2016.

17
18
19 Attest:

20 
21 Missy Arocha
22 Interim Village Clerk

23 
24 Eugene Flinn
25 Mayor

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

29 
30 Dexter W. Lehtinen
31 Village Attorney

32
33
34 **FINAL VOTE AT ADOPTION:**

35
36 Council Member Karyn Cunningham YES
37
38 Council Member Tim Schaffer YES
39
40 Council Member Larissa Siegel Lara YES
41
42 Vice-Mayor John DuBois YES
43
44 Mayor Eugene Flinn YES



November 25th, 2014

Delio Trasobares
Metro Express, Inc.
9442 NW 109 Street
Miami, Florida 33158

RECEIVED
DEC 03 2014
BY: *[Signature]*

Re: Contract No. 000030 with Metro Express, Inc.
for Village-wide Sidewalk Improvement Services

Dear Mr. Trasobares,

On April 7th, 2014, Village of Palmetto Bay Council approved Resolution No. 2014-33, relating to Sidewalk Improvement Services for the Village of Palmetto Bay.

Pursuant to Article 2 of the Contract Agreement, the term of the contract shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two (2) one (1) year terms. The initial year of the contract term shall be completed as of April 7th, 2015. At this time, the Village is notifying Metro Express, Inc., of its obligation to provide services in accordance with the terms and conditions detailed in Contract No. 000030 throughout the second year of the attached three year contract. Once accepted by your company, the continuation term of the subject contract will be April 7th, 2015 through April 7th, 2016.

Please indicate your company's concurrence of this contract continuance by executing this form and returning to Krlsty Bada, Procurement Specialist in the enclosed self-addressed envelope. Should you need further information, please feel free to contact our office at (305) 259-1266.

Metro Express, Inc.

[Signature of Delio Trasobares]

Approved
Delio Trasobares
President

Disapproved

Delio Trasobares
President

Sincerely,

[Signature of Kysty Bada]
Kysty Bada, Procurement Specialist

Cc: Corrice E. Patterson, Public Works Director



Village of Palmetto Bay
 Bid Tabulation for Additional Services
 Village-wide Sidewalk Improvements
 Bid Open Date: February 19th, 2014 at 3:00pm

Bid Item No.	Description	Unit	Metro Express, Inc.	V. Engineering & Consulting Corp.
Miscellaneous - Sidewalk Improvements and/or Services				
S-1	4" x 5' Sidewalk (New)	Linear Foot	\$24.00	\$55.00
S-2	4" x 5' Sidewalk (Replacement)	Linear Foot	\$19.00	\$50.00
S-3	6" x 5' Sidewalk (New)	Linear Foot	\$28.00	\$65.00
S-4	6" x 5' Sidewalk (Replacement)	Linear Foot	\$26.00	\$60.00
S-5	9" Curb and Gutter (New)	Linear Foot	\$29.00	\$180.00
S-6	9" Curb and Gutter (Replacement)	Linear Foot	\$29.00	\$250.00
S-7	Driveway Curb (New)	Linear Foot	\$29.00	\$200.00
S-8	Type "A" Median Curb (New)	Linear Foot	\$29.00	\$200.00
S-9	Type "B" Median Curb (New)	Linear Foot	\$29.00	\$200.00
S-10	Type "C" Median Curb (New)	Linear Foot	\$29.00	\$200.00
S-11	Straight 6" Curb (New)	Linear Foot	\$27.00	\$175.00
S-12	Pedestrian Ramp (New)	Each	\$900.00	\$2,500.00
S-13	Handicapped Pedestrian Ramp (New)	Each	\$1,250.00	\$3,500.00
S-14	Root Control Barrier	Linear Foot	\$25.00	\$100.00
ASP-1	1" Type S Asphalt	SY	\$22.00	\$250.00
WMB-1	Installation of Water Meter Box	EA	\$180.00	\$250.00
RT-1	Response Time	Hour	24.00	25.00
TOTAL:			\$2,675.00	\$8,235.00

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Thursday, January 30th, 2014
 Publication(s): Daily Business Review

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

Village of Palmetto Bay
 Bid Tabulation for Fiscal Year 2013-2014 Services
 Village-wide Sidewalk Improvements
 Bid Open Date: February 19th, 2014 at 3:00pm



Metro Express, Inc.		V. Engineering & Consulting Corp.	
Item	Description	Unit	Price
Fiscal Year 2013-2014 • Sidewalk Improvements			
1314-1	4" x 5' Sidewalk (Replacement)	1000 Linear Feet	\$18,998.00
1314-2	6" x 5' Sidewalk (Replacement)	200 Linear Feet	\$4,998.00
TOTAL:			\$23,996.00

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Thursday, January 30th, 2014
 Publication/Daily Business Review

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

SECTION 7.0 AGREEMENT

AGREEMENT ("CONTRACT")
BETWEEN VILLAGE AND VENDOR

THIS VENDOR is dated as of the 7th day of April, in the year 2014, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the VILLAGE"), and Metro Express, Inc. (hereinafter sometimes called the "VENDOR").

Article 1. WORK.

VENDOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The nature and scope of this project includes, but may not be limited to: the furnishing of all labor, materials, tools, equipment, machinery, drawings, permits and services necessary to complete construction in accordance with the specifications of the Invitation to Bid (ITB) for the repair and installation of new sidewalks, removal of damaged and/or broken sidewalks and replace with 4" x 5' sidewalks (6" x 5' at driveways) and the installation of curbs, curbs and gutters, ADA pedestrian ramps using 3,000 PSI concrete with a maximum 4" slump.

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

SIDEWALK IMPROVEMENTS

Article 2. CONTRACT TIME.

2.1 The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two, one year (12 months) terms. In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement as provided in paragraph 2.49 of the General Conditions.

2.2. Liquidated Damages. VILLAGE and VENDOR recognize that time is of the essence of this Contract and that VILLAGE will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 2.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by VILLAGE if the Work is not substantially or finally complete on time.

VENDOR acknowledges and agrees that the actual delay damages which VILLAGE will

suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the VILLAGE is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, VILLAGE and VENDOR agree, that as liquidated damages for delay (but not as a penalty), VENDOR shall pay VILLAGE Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph.1 for Final Completion. Liquidated damages shall be deducted from the Vendor's Final Application for Payment. However, if at the time of the Vendor's Final Application for Payment, VENDOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then VENDOR shall pay any amount due within 10 days of written demand by VILLAGE.

Article 3. CONTRACT PRICE.

- 3.1 The Vendor warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.
- 3.2 The estimated expenditure for this contract is listed below. This is the price quoted by the Vendor; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds.

Contract Price: \$23,996.00

Contract Price (in words): Twenty three thousand nine hundred ninety six

Article 4. PAYMENT PROCEDURES.

VENDOR shall submit Applications for Payment in accordance with Section 2.15 of the General Conditions. Applications for Payment will be processed by Village of Palmetto Bay as provided in the Special Conditions.

- 4.1. Progress Payments. VILLAGE shall make progress payments on account of the Contract Price on the basis of VENDOR'S Applications for Payment as recommended by Village of Palmetto Bay, on or before the 28th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Unit Price provided in paragraph 2.15 of the General Conditions and the requirements of the Contract Documents.
- 4.2. Final Payment. Upon Final Completion and acceptance of the Work, VILLAGE shall pay the remainder of the Contract Price as following written final acceptance of work as provided in said paragraph 2.15 of the Special Conditions.

Article 5. INTEREST. Not Applicable

Article 6. VENDOR'S REPRESENTATIONS.

In order to induce VILLAGE to enter into the Contract, VENDOR makes the following representations:

- 6.1. VENDOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. VENDOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of Vendor's competence as a licensed General Vendor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Vendor's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that VENDOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and VENDOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by VILLAGE and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated Vendor's observations with the Contract Documents; and (f) at Vendor's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which VENDOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 6.2 The Vendor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Vendor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Vendor on the basis of the information made available by the Village.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Contract between VILLAGE and VENDOR are attached to this Contract, made a part hereof and consist of the following:

- 7.1. This Contract
- 7.2. Exhibits to this Contract
- 7.3. Bid Forms and Bid Bonds (Performance and Payment)
- 7.4. Notice of Intent to Award
- 7.5. Notice to Proceed
- 7.6. General Conditions
- 7.7. Special Conditions
- 7.8. Scope of Services and Specifications
- 7.9. Addenda(s)
- 7.10. VENDOR'S BID
- 7.11. Documentation submitted by VENDOR prior to Notice of Intent to Award
- 7.12. Any Modifications, including Change Orders, duly delivered after execution of the Contract.
- 7.13. Advertisement for Bid.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 2.52 of the General Conditions).

Article 8. MISCELLANEOUS

- 8.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. VILLAGE and VENDOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. This Contract may be executed in counterparts.

8.5 Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of Attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.

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

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

IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Contract. At least one counterpart each has been delivered to VILLAGE and VENDOR. All portions of the Contract Documents have been signed or identified by VILLAGE and VENDOR.

VILLAGE

VENDOR

Village of Palmetto Bay

Metro Express, Inc.

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

ADDRESS

9443 NW 109 Street
Miami, FL 33178

BY *Ron E. Williams*

BY *Delio Trasobares*

Ron E. Williams
Print Name

Delio Trasobares
Print Name

Village Manager
Title

President
Title

ATTEST

Meighan J. Alexander
Meighan J. Alexander
Village Clerk

WITNESS

APPROVED AS TO FORM BY

Alexander Sotomayor

Print Name

Village Attorney

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION

Palmetto Bay Bicycle Pedestrian Master Plan - Short Term Priority Village Sidewalk Cost Remaining

Street		From To		Side		Length - ft.		ADA conn. - ft.		5' Δ		\$28.00 /ft. - 6" sidewalk		\$29 /ft. curb		\$10.00 /sq.ft. esmt.		\$1,250 ADA ramp		\$350 Det. Pad		5' Δ - 5' SW		
SW	SW	SW	SW	SW	SW	SW	SW	NE	SE	SW	NW	DP	#	Remarks	Cost \$	Cost \$	Cost \$	Cost \$	Cost \$	Cost \$	Cost \$	Cost \$	Cost \$	Cost \$
144 St.	87 Av.	82 Av.	82 Av.	S	S	140	140					0	8	at 8600 160 ft. easement	960	3,920	8,000						12,880	
160 St.	90 Av.	87 Av.	87 Av.	N	N	255	255	1	1	1	3	2	10		5,650	7,140							12,790	
160 St.	87 Av.	82 Av.	82 Av.	done	done		0								0	0							0	
160 St.	82 Av.	77 Ct.	77 Ct.	N	N	300	575	2	2	4	1	1	7	SRTS, trees, 320 ft. esmt.	5,350	32,870	19,000						57,220	
164 St.	South M.	92 Ct.	92 Ct.	N	N	730	730					0	2	Dev., trees to be planted	700	20,440							70,010	
174 St.	90 Av.	92 Av.	92 Av.	N	N	5	5					0	1		350	140							490	
174 St.	92 Av.	92 Ct.	92 Ct.	N	N	315	315					0	2	2 prop., 315' of easement	700	8,820	15,750						25,270	
174 St.	92 Ct.	93 Av.	93 Av.	N	N		0					0	4	4 Triangles on ADA ramps	480	0							480	
174 St.	93 Av.	95 Av.	95 Av.	N	N	10	10					0	2	5 Need DP, triangles	1,300	280							1,580	
176 St.	94 Av.			S	S	6	6					0	1	To be done by P&R	350	150							27,820	
176 St.	89 Ct.	89 Av.	89 Av.	N	N	480	250	730	1	1				Many obstacles from	1,250	24,320							500	
176 St.	89 Ct.	89 Av.	89 Av.	S	S	480	270	750	1	1				SW 89 Av. to bend.	1,250	25,460							25,570	
176 St.	87 Av.						0		1	1	2				2,500	0							26,710	
176 St.	OCR	79 Av.	79 Av.	N	N		0					0	12	Triangles to ease route	1,440	0							55,280	
82 Av.	170 Tr.						0		1	2				ADA at end of sidewalk	2,500	0								1,440
89 Av.	174 St.						0		1	1				ADA to enter road	1,250	0								2,500
						1,266	2,550	3,816	4	1	3	6	14	11	39	26,030	123,540	42,750						192,320
																								Less SRTS, Dev.: 135,100