



# *The Village of Biscayne Park*

640 NE 114th St., Biscayne Park, FL 33161

Telephone: 305 899 8000 Facsimile: 305 891 7241

**AGENDA**  
**SPECIAL COMMISSION MEETING**  
**LOG CABIN - 640 NE 114th Street**  
**Biscayne Park, FL 33161**  
**Tuesday, November 15, 2016 at 6:30pm**



*Indicates back up documents are provided.*

**1 Call to Order**

**2 Roll Call**

**3 Pledge of Allegiance**

**4 Presentations**

4.a Swearing in of Reserve Police Officers

4.b Recognition of Police Officers

4.c Recognition of Volunteers

4.d Public Art Advisory Board - Announcement of selected mural design at the Ed Burke Recreation Center

**5 Additions, Deletions or Withdrawals to the Agenda**

*At this time, any member of the Village Commission or the Village Manager may request to add, change, or delete items from the agenda.*

**6 Public Comments Related to Agenda Items / Good & Welfare**

*Comments from the public relating to topics that are on the agenda, or other general topics.*

**7 Consent**



**7.a Resolution 2016-37**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT FOR FOUR (4) POLICE VEHICLES** FOR THE POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE



7.b **Resolution 2016-38**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND A & A DRAINAGE & VAC SERVICES, INC., FOR MAINTENANCE OF STORMWATER DRAINS AND SANITARY SEWER FACILITIES; PROVIDING FOR AN EFFECTIVE DATE**



7.c **Resolution 2016-39**

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; **AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND DAVID T. CASERTA GOVERNMENT RELATIONS, INC. AS THE LOBBYING FIRM FOR THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE**

*< End of Consent >*

**8 Ordinances**

*< Second Reading >*



8.a **Ordinance 2016-09**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, PURSUANT TO SECTION 166.041, FLORIDA STATUTES, **TO AMEND ORDINANCE 2015-07 ADOPTED ON SEPTEMBER 24, 2015, FINALIZING AND ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2015-16, BY AMENDING VARIOUS PARTS OF THE BUDGET CONSISTENT WITH EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE** *(Approved at first reading on Nov. 1, 2016)*



8.b **Ordinance 2016-10**

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA **AMENDING SECTION 14.1 OF THE LAND DEVELOPMENT CODE ENTITLED "COMPLIANCE PROCEDURE" TO ADDRESS OPEN FEEDING THAT CAUSES A GATHERING OF MORE THAN FOUR (4) DOGS OR FOUR (4) CATS OR COMBINATION THEREOF IN VIOLATION OF SECTION 3-21 OF THE VILLAGE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE** *(Approved at first reading on Nov. 1, 2016)*

**9 Reports**



9.a Village Manager

## 10 Announcements

Wednesday, November 16th - Parks & Parkway Advisory Board at 7:00pm

Monday, November 21st - Planning & Zoning Board at 6:30pm

Thursday & Friday, November 24th & 25th - All Village Departments are closed for Thanksgiving

Monday, December 5th - Planning & Zoning Board at 6:30pm

Our next regular Commission meeting is Tuesday, December 6, 2016, at 7:00pm, followed by a Commissioner Orientation Workshop at 8:00pm

## 11 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

**DECORUM** - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.



**VILLAGE OF BISCAYNE PARK**  
**Village Commission Agenda Report**

**#Item 7.a**

**SPECIAL COMMISSION MEETING**

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**TO:** Honorable Mayor & Members of the  
Biscayne Park Village Commission

**FROM:** Sharon P. Ragoonan, Village Manager

**DATE:** November 15, 2016

**TITLE:** Resolution 2016-37

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**Recommendation**

It is recommended that the Village Commission approve Resolution 2016-37.

**Background**

The purchase of four new police vehicles is an important and necessary acquisition to our aging and high mileage fleet of law enforcement vehicles. These four new vehicles will replace the following:

- 2009 Impala with 151,778 miles
- 2006 Crown Victoria with 122,431 miles
- 2007 Crown Victoria with 122,188 miles
- 2009 Impala with 121,360 miles

During the budget process for fiscal year 2016-17, the first year's lease of four new vehicles was included in the amount of \$24,000.

**Resource Impact**

The monthly lease payments for FY 2016-17 through Bancorp Leasing Corporation for the purchase of two (2) new Ford Interceptor Sedans is \$600.00 per month per vehicle.

- Car 1 (January – September, 2017) - \$5,400.00
- Car 2 (January – September, 2017) - \$5,400.00

The monthly leasing payment for FY 2016-17 through Bancorp Leasing Corporation for the purchase of one (1) new Ford Interceptor Utility AWD (SUV) is \$650.00 per month.

- Car 3 (January – September, 2017) - \$5,850.00

The monthly leasing payment for FY 2016-17 through Bancorp Leasing Corporation for the

purchase of one new Nissan Altima (unmarked car) is \$360.00 per month.

- Car 4 (January – September, 2017) - \$3,240.00

TOTAL for all four vehicles \$19,890.00, plus interest.

G/L Number	Description	Adopted Budget	Projected Expense	Estimated Balance
001-521-5701000.000	Police – Debt Serving-Principal	\$24,000	\$19,890	\$4,110

**Attachment**

Resolution 2016-37

Exhibit 1 – Lease Schedules for each vehicle

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Prepared by: Chief Cornelius McKenna

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3 **RESOLUTION NO. 2016-37**  
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5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, FLORIDA,**  
8 **AUTHORIZING THE VILLAGE MANAGER**  
9 **TO EXECUTE THE LEASE AGREEMENT**  
10 **FOR FOUR (4) POLICE VEHICLES FOR**  
11 **THE POLICE DEPARTMENT; PROVIDING**  
12 **FOR AN EFFECTIVE DATE**  
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14  
15 WHEREAS, it is the Village of Biscayne Park Police Department's mission to  
16 protect life and property, prevent crime and reduce the fear of crime in the Village, which  
17 includes being adequately equipped; and  
18

19 WHEREAS, as part of their necessary equipment, the Police Department's fleet  
20 must consist of reliable and safe vehicles to allow the officers to conduct their core services;  
21 and  
22

23 WHEREAS, in the fiscal year 2016-17 annual budget, approval was given to  
24 purchase four (4) new police vehicles to replace four (4) vehicles, each with over 120,000  
25 miles; and  
26

27 WHEREAS, the purchase of new vehicles will reduce the cost of repairs and  
28 maintenance; and  
29

30 WHEREAS, a lease agreement for the four (4) vehicles has been negotiated with  
31 Mears Motor Leasing, and includes a 3 year/36,000 miles bumper to bumper warranty; and  
32

33 WHEREAS, at the end of the fifth (5<sup>th</sup>) year, the vehicles can each be purchased for  
34 a final balloon payment of \$1.00; and  
35

36 WHEREAS, the Village Commission finds it to be in the best interests of the  
37 residents of the Village of Biscayne Park to authorize the Village Manager to execute the  
38 purchase agreement for the four (4) Police vehicles for the Police Department.  
39  
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41 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION**  
42 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**  
43  
44

45 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and hereby  
46 ratified and confirmed by the Village Commission.  
47

48 **Section 2.** The Mayor and Commission of the Village of Biscayne Park, Florida,  
49 hereby authorize the Village Manager to execute the lease agreement for four (4) Police  
50 Vehicles. The lease schedule, in substantial form, are attached and incorporated by  
51 reference into this resolution as Exhibit "1".  
52

53 **Section 3.** This Resolution shall become effective upon adoption.  
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1 PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2016.

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\_\_\_\_\_  
David Coviello, Mayor

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Attest:

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\_\_\_\_\_  
Maria C. Camara, Village Clerk

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Approved as to form:

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\_\_\_\_\_  
John J. Hearn, Village Attorney

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**The foregoing resolution upon being  
put to a vote, the vote was as follows:**

Mayor Coviello: \_\_\_\_

Vice Mayor Ross: \_\_\_\_

Commissioner Anderson: \_\_\_\_

Commissioner Jonas: \_\_\_\_

Commissioner Watts: \_\_\_\_



**OPEN-END LEASE SCHEDULE**

The following vehicle is hereby added to the Master Lease Agreement dated 07/30/2013, between The Bancorp Bank (Lessor) and The Village of Biscayne Park (Lessee).

Date 11/09/2016 Customer # 06980  
Unit # 47978

Year, Make & Model	VIN
2017 Nissan Altima 2.5 S	TBD

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Silver	Gray		FL	

<b>Term &amp; Frequency</b>	<u>60 Monthly</u>	<b>Security Deposit</b>	<u>\$0.00</u>
<b>Base Payment</b>	<u>\$360.00</u>	<b>Down Payment</b>	<u>\$0.00</u>
<b>Sales / Use Tax</b>	<u>0</u>	<b>Termination Value</b>	<u>\$1.00</u>
<b>Total Monthly Payment</b>	<u>\$360.00</u>	<b>Estimated Initial Tax &amp; Tags</b>	<u>Per DMV</u>

Additional Terms and Conditions:

Lease terms begin upon delivery of vehicle to customer.

<p><b>LESSEE</b> The Village of Biscayne Park</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p>	<p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <hr/> <p><b>LESSOR</b> The Bancorp Bank</p> <p>Signature _____</p> <p>Title _____</p>
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**OPEN-END LEASE SCHEDULE**

The following vehicle is hereby added to the Master Lease Agreement dated 07/30/2013, between The Bancorp Bank (Lessor) and The Village of Biscayne Park (Lessee).

Date 11/09/2016 Customer # 06980  
Unit # 47979

Year, Make & Model	VIN
2017 Ford Police Interceptor Sedan FWD	TBD

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Black	Black		FL	

<b>Term &amp; Frequency</b>	<u>60 Monthly</u>	<b>Security Deposit</b>	<u>\$0.00</u>
<b>Base Payment</b>	<u>\$600.00</u>	<b>Down Payment</b>	<u>\$0.00</u>
<b>Sales / Use Tax</b>	<u>0</u>	<b>Termination Value</b>	<u>\$1.00</u>
<b>Total Monthly Payment</b>	<u>\$600.00</u>	<b>Estimated Initial Tax &amp; Tags</b>	<u>Per DMV</u>

Additional Terms and Conditions:

Lease terms begin upon delivery of vehicle to customer.

<p><b>LESSEE</b> The Village of Biscayne Park</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p>	<p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <hr style="border: 1px solid black;"/> <p><b>LESSOR</b> The Bancorp Bank</p> <p>Signature _____</p> <p>Title _____</p>
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**OPEN-END LEASE SCHEDULE**

The following vehicle is hereby added to the Master Lease Agreement dated 07/30/2013, between The Bancorp Bank (Lessor) and The Village of Biscayne Park (Lessee).

Customer # 06980

Date 11/09/2016

Unit # 47980

Year, Make & Model	VIN
2017 Ford Police Interceptor Sedan FWD	TBD

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Black	Black		FL	

<b>Term &amp; Frequency</b>	<u>60 Monthly</u>	<b>Security Deposit</b>	<u>\$0.00</u>
<b>Base Payment</b>	<u>\$600.00</u>	<b>Down Payment</b>	<u>\$0.00</u>
<b>Sales / Use Tax</b>	<u>0</u>	<b>Termination Value</b>	<u>\$1.00</u>
<b>Total Monthly Payment</b>	<u>\$600.00</u>	<b>Estimated Initial Tax &amp; Tags</b>	<u>Per DMV</u>

Additional Terms and Conditions:

Lease terms begin upon delivery of vehicle to customer.

<b>LESSEE</b> The Village of Biscayne Park	Signature _____	Signature _____
	Title _____	Title _____
	Signature _____	Signature _____
	Title _____	Title _____
<hr/>		<b>LESSOR</b> The Bancorp Bank
Signature _____	Signature _____	
Title _____	Title _____	



**OPEN-END LEASE SCHEDULE**

The following vehicle is hereby added to the Master Lease Agreement dated 07/30/2013, between The Bancorp Bank (Lessor) and The Village of Biscayne Park (Lessee).

Date 11/09/2016 Customer # 06980  
Unit # 47981

Year, Make & Model	VIN
2017 Ford Police Interceptor Utility AWD	TBD

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
Black	Black		FL	

<b>Term &amp; Frequency</b>	<u>60 Monthly</u>	<b>Security Deposit</b>	<u>\$0.00</u>
<b>Base Payment</b>	<u>\$650.00</u>	<b>Down Payment</b>	<u>\$0.00</u>
<b>Sales / Use Tax</b>	<u>0</u>	<b>Termination Value</b>	<u>\$1.00</u>
<b>Total Monthly Payment</b>	<u>\$650.00</u>	<b>Estimated Initial Tax &amp; Tags</b>	<u>Per DMV</u>

Additional Terms and Conditions:

Lease terms begin upon delivery of vehicle to customer.

<p><b>LESSEE</b> The Village of Biscayne Park</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p>	<p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <hr style="border: 1px solid black;"/> <p><b>LESSOR</b> The Bancorp Bank</p> <p>Signature _____</p> <p>Title _____</p>
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**VILLAGE OF BISCAYNE PARK**  
**Village Commission Agenda Report**

**#Item 7.b**

**SPECIAL COMMISSION MEETING – CONSENT RESOLUTION**

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**TO:** Honorable Mayor & Members of the  
Biscayne Park Village Commission

**FROM:** Sharon P. Ragoonan, Village Manager

**DATE:** November 15, 2015

**TITLE:** Consent Resolution to Authorize the Village Manager to Execute  
Contract for Storm Drain Cleaning and Maintenance Services

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**Recommendation**

It is recommended that the Village Commission piggyback from the City of Weston contract with A&A Drainage & Vac Services, Inc. and authorize the Village Manager to execute a contract with the same vendor (Exhibit 1).

**Background**

In fiscal year 2015/2016 the Village of Biscayne Park hired a consultant (Craig A. Smith and Associates, Inc.) using grant fund dollars to identify the deficiencies of the stormwater infrastructure and develop a stormwater master plan to improve collection, conveyance, and drainage in order to minimize flooding Village wide. As a result, the study ascertained the contributing factors leading to flooding during heavy rainfall to include poor infrastructure connectivity, outfalls, runoff and percolation. However, the projected cost to construct a multi-phase stormwater network is \$13,085,318. The alternative is to evaluate the design of two systems for possible outfall from a single pipe. Due to funding constraints, staff will examine the sources of available funding to cover the scope of work for either option.

In the interim, staff is establishing a pilot storm drain maintenance program to address the current stormwater issues in the Village. The program consists of identifying the location of structures, numbering each of the structures to ensure expediency in the calls for service, cleaning drains, manholes and lateral lines, and maintaining a regular schedule for the inspection, cleaning and repair of these systems.

Due to limited resources and the technical competencies required to implement and sustain this new program, staff contacted the Public Works Department in other cities for best practices in stormwater cleaning and maintenance. The City of Weston recommended piggy backing from their contract with A&A Drainage & Vac Services, Inc. in accordance with RFP No. 2013-18 (Exhibit 2) and gave the company a high satisfaction rating. A review of the piggyback contract revealed that the provisions are consistent with the framework of the pilot storm drain maintenance program. With the Village Commission's consent, the Village Manager will execute a \$14,000 contract with

the company and commence with the prescribed scope of services. As a benchmark, the comparative quote from Shenandoah is provided as Exhibit 3.

**Resource Impact**

The Village Commission earmarked \$40,000 in the CITT (Citizens' Independent Transportation Trust) budget to cover the scope of services for the cleaning and maintenance of storm drain structures Village wide. The value of the contract with A & A Drainage and Vac Services, Inc. is \$14,000.

G/L Number	Description	Adopted Budget	Projected Expense	Estimated Balance
103-541-5310000.450	Storm Drainage- Village wide drain vacuuming/cleaning	\$40,000	\$14,000	\$26,000

**Attachment**

- Exhibit 1 – Resolution
  - Exhibit 2 and 2A – City of Weston Contract
  - Exhibit 3 – Comparative Quote Shenandoah
- 

Prepared by: Sharon P. Ragoonan, Village Manager

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3 **RESOLUTION NO. 2016-38**  
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5 **A RESOLUTION OF THE VILLAGE COMMISSION**  
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA**  
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**  
8 **AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE**  
9 **PARK AND A & A DRAINAGE & VAC SERVICES, INC.,**  
10 **FOR MAINTENANCE OF STORMWATER DRAINS AND**  
11 **SANITARY SEWER FACILITIES; PROVIDING FOR AN**  
12 **EFFECTIVE DATE.**

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14 WHEREAS, the Village of Biscayne Park has the need to procure the services for the  
15 maintenance of stormwater drains and sanitary sewer facilities; and,  
16

17 WHEREAS, the City of Weston competitively bid for maintenance of stormwater and  
18 sanitary sewer facilities (RFP No. 2013-18); and  
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20 WHEREAS, A & A Drainage & Vac Services, Inc. (hereinafter referred to as  
21 “Contractor”), submitted a Bid in response to the City of Weston’s RFP; and  
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23 WHEREAS, after receipt of a qualified bid from Contractor, the City of Weston entered  
24 into a contract with Contractor on February 4, 2014 for a term of three (3) years with the option  
25 to renew for two (2) additional three (3) year terms to provide maintenance of stormwater and  
26 sanitary sewer facilities, which contract is attached hereto and made part hereof as Exhibit “1”;  
27 and  
28

29 WHEREAS, the Village has reviewed the scope of services of the competitively bid  
30 City of Weston Contract, and has determined that it is an agreement that can be utilized by the  
31 Village to provide maintenance of stormwater drains and sanitary sewer facilities; and  
32

33 WHEREAS, the City of Weston Contract allows Contractor to enter into an agreement  
34 for the maintenance of stormwater drains and sanitary sewer facilities with the Village under  
35 an arrangement where the Village establishes this agreement based on the contract developed  
36 and executed by the City of Weston and Section 19-9 of the Code of Ordinances of the Village  
37 of Biscayne Park, Florida, which authorizes the Village to procure these services through such  
38 an arrangement; and  
39

40 WHEREAS, Contractor has agreed to honor the prices and terms and conditions of the  
41 City of Weston Contract in providing maintenance of stormwater drains and sanitary sewer  
42 facilities for the Village; and  
43

44 WHEREAS, the Village desires to retain the services of Contractor establishing this  
45 agreement based on the contract developed and executed by the City of Weston; and  
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47 WHEREAS, the Village Commission finds it to be in the best interests of the residents  
48 of the Village to piggy back off of the City of Weston’s contract and to further authorize the  
49 Mayor to execute the agreement for services.  
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NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAZYNE PARK, FLORIDA:

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** The Mayor is authorized to execute the agreement for maintenance of stormwater and sanitary services between the Village of Biscayne Park and A &A Drainage & Vac Services, Inc., attached hereto as Exhibit "2".

**Section 3.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**The foregoing resolution upon being put to a vote, the vote was as follows:**

\_\_\_\_\_  
David Coviello, Mayor

Mayor Coviello: \_\_\_\_  
Vice Mayor Ross: \_\_\_\_  
Commissioner Anderson: \_\_\_\_  
Commissioner Jonas: \_\_\_\_  
Commissioner Watts: \_\_\_\_

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney



**CITY OF WESTON**

**MAINTENANCE OF STORMWATER AND SANITARY  
SEWER FACILITIES**

Request For Proposals  
RFP No. 2013-18

**DECEMBER 2013**

**CITY OF WESTON, FLORIDA**

**RFP No. 2013-18**

**MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES**

- CHAPTER 1: AGREEMENT**
- CHAPTER 2: REQUEST FOR PROPOSALS (EXHIBIT "A")**
- CHAPTER 3: CONTRACTOR'S RFP PROPOSAL (EXHIBIT "B")**
- CHAPTER 4: RATES AND FEES SCHEDULE (EXHIBIT "C")**
- CHAPTER 5: CERTIFICATE(S) OF INSURANCE**

## **CHAPTER 1 - AGREEMENT**

Request for Proposals No. 2013-18 for  
Maintenance of Stormwater and Sanitary Sewer Facilities  
Published on: November 30, 2013

**AGREEMENT BETWEEN THE**

**CITY OF WESTON**

**AND**

**A & A DRAINAGE & VAC SERVICES, INC.**

**FOR**

**MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES**

**RFP NO. 2013-18**

This Agreement, is made and entered into the 4<sup>th</sup> day of February, 2014 by and between the City of Weston, a Florida municipal corporation ("CITY"), and A & A Drainage & Vac Services, Inc. ("CONTRACTOR") for services related to Maintenance of Stormwater and Sanitary Sewer Facilities ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, solicited proposals from contractors to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONTRACTOR to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, on January 21, 2014, the CITY enacted Resolution No. 2013-18 which ratified or altered the ranking of Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities and authorized the appropriate City officials to execute an agreement with the number one ranked CONTRACTOR A & A Drainage & Vac Services, Inc.; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT BETWEEN THE CITY OF WESTON, AND A & A DRAINAGE & VAC SERVICES, INC. FOR MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 31<sup>st</sup> day of January, 2014; and \_\_\_\_\_ authorized to execute same, through its \_\_\_\_\_

ATTEST:

Patricia A. Bates  
Patricia A. Bates, MMC, City Clerk

CITY OF WESTON, through its City Commission  
By: [Signature]  
Daniel J. Stermer, Mayor

3<sup>rd</sup> day of February, 2014

By: [Signature]  
John R. Flint, City Manager

4<sup>th</sup> day of February, 2014

Approved as to form and legality for the use of and reliance by the City of Weston only:

By: [Signature]  
Jamie Alan Cole, City Attorney

31<sup>st</sup> day of January, 2014

(CITY SEAL)

WITNESSES:

[Signature]

CONTRACTOR, A & A Drainage & Vac Services, Inc.

By: [Signature]  
TITLE PRESIDENT

Ann Braslaw  
Print Name

JAMES SCRIMA  
Print Name

30 day of JANUARY, 2014

[Signature]  
EVELYN M. SALAMONE  
Print Name

(CORPORATE SEAL)

## ADDENDUM #1

(ISSUED DECEMBER 11, 2013)

TO

### RFP NO. 2013-18 MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES

To All Proposers:

Proposers for the above-referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc to the RFP documents, which in accordance with the RFP contract documents shall become a part of and have precedence over anything shown or described otherwise.

A mandatory pre-proposal conference was held on December 10, 2013, at 2:00 p.m., local time, at the Weston Community Center, located at 20200 Saddle Club Road, Weston, Florida 33327. All Proposers planning to submit a Proposal were required to attend this meeting. Failure of a Proposer to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

A summary of the meeting is outlined below:

1. The meeting started at 2:04 p.m. and proposers were notified to document their attendance by completing the sign-in sheet. Only those who attended the Mandatory Pre Bid meeting will be allowed to submit. (Sheet Attached).
2. Karl Thompson, Director of Public Works outlined the purpose of the meeting, main paragraphs in the Notice to Proposers, general description proposed work.
3. Proposers were advised of the deadline date to submit qualifications are December 30, 2013 at 11:00 a.m. at Weston City Hall, 17200 Royal Palm Blvd, Weston FL 33326.
4. All questions must be sent in writing to Karl Kennedy by 4:00 pm, local time on December 23, 2013.
5. Karl Thompson reminded the attendees that Addendum #1 will be issued in 3 to 5 days of this meeting.
6. Meeting adjourned at 2:12 p.m.
7. The questions asked and answers provided are stated below:

A. Is an engineer's estimate?

*There is no engineer's estimate.*

B. Page 16 of the project documents is asking for Asbestos Liability?

*Please read Section E on page 15. "If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the CONTRACTOR provides the following coverage(s) as determined solely by the CITY."*

C. How old is the City's sewer system?

*First systems were built in 1988.*

D. What is the term of the contract?

*Initial term of 3 years with two options for renewal.*

### **CHANGES IN THE CONTRACT DOCUMENTS**

A. On page 5 of 76, the sixth paragraph has been corrected and shall now read as follows:

*Any questions concerning this Notice to Bidders shall be in writing, directed to Karl Kennedy, Calvin, Giordano & Associates, Inc. at [kkennedy@cgasolutions.com](mailto:kkennedy@cgasolutions.com) or fax: 954-921-8807 by 4:00 pm, local time on **December 23, 2013**.*

B. On page 27 of 76, Section 4.4 Selection Committee has been corrected and shall now read as follows:

*Proposals submitted will be evaluated by a three (3) member Selection Committee ("Selection Committee") consisting of Karl C. Thompson, Director of Public Works; Rich Ropke, Utilities Supervisor; and David Dove, Drainage Supervisor who will review submissions and provide a recommendation to the City Commission.*

C. On page 12, Paragraph M has been revised to add the following section M.4:

4. Failure, by the CONTRACTOR, to comply with the operational provisions of stated response time shall result in liquidated damages due to the CITY as follows:

(A) Failure to respond to the site with within 30 minutes of being notified by the CITY shall result in liquidated damages due to the CITY in the amount of Five Hundred Dollars (\$500.00).

(B) Failure to answer 24/7 emergency telephone line after 3 attempts by CITY (for the same emergency incident) shall result in liquidated damages due to the CITY in the amount of two Hundred Fifty Dollars (\$250.00).

END OF ADDENDUM

**ADDENDUM #2**  
**(ISSUED DECEMBER 27, 2013)**

TO

RFP NO. 2013-18  
MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES

To All Proposers:

Proposers for the above-referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc to the RFP documents, which in accordance with the RFP contract documents shall become a part of and have precedence over anything shown or described otherwise.

The attached correspondence was submitted via email by Shenandoah Construction., the City provides the following response (**in bold**):

- 1) Item 1: No description of what is required of this task. I.E. Video inspection, Format of inspection report.  
**On page 45 of the RFP document it states "The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements ...". NPDES inspection includes the following tasks:**
  - a. **Structures are inspected annually. Level of debris in each structure is recorded. The structures meeting the threshold for subsequent cleaning are scheduled for cleaning.**
  - b. **Inspect all catch basin grates to ensure decals or signage depicting "No dumping, drains to lakes" are in place and visible.**
  - c. **Inspect and remove debris, weeds on and around catch basins and other stormwater structures.**
  
- 2) Item 2: This item is too vague and lacks description. I.E. pipe size?, length of pipe?, Dry or wet system?  
**For a general maintenance contract, experienced CONTRACTORS should be aware that pipe sizes and length vary, therefore must consider a range when pricing.**

**Item 5 covers pipe size over 36".**

**On Page 4 under EXPERIENCE it states, "Proposers must have a minimum of five years experience in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston." Therefore, CONTRACTOR should be familiar with the typical conditions in South Florida.**

- 3) Item 3: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.  
**For a general maintenance contract such as this, experienced CONTRACTORS should be aware of typical spacing sanitary sewer manholes.**
- 4) Item 4: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.  
**For a general maintenance contract, experienced CONTRACTORS are aware of that distances of terminal manholes to lift station wet well vary within the typical norms and shall price accordingly.**
- 5) Item 5: Pipe size range (36" >) to broad to price accurately.  
**This is typical of other governmental RFPs and bids.**
- 6) Emergency call out of on site in 30 min. This is not a reasonable amount of time to be on-site, 1 ½ to 2 Hr. is the norm, unless you're the fire department.  
**The RFP states "*The CITY is requesting Sealed Proposals from qualified and experienced CONTRACTOR(s), to provide continuing services for vacuum cleaning/jetting and inspection of, and emergency response to,....*". The response time is for emergencies and remains unchanged and CONTRACTOR shall submit prices in accordance with the RFP requirements.**

Attachment: Email from [d.dimura@shenandoahconstruction.com](mailto:d.dimura@shenandoahconstruction.com)

END OF ADDENDUM

## **SECTION 1. SCOPE OF SERVICES**

- 1.1 The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities dated December 2013, ("RFP"), attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".
- 1.2 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

## **SECTION 2. TERM**

- 2.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until March 31, 2017.
- 2.2 After the initial term, the Contract may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

## **SECTION 3. COMPENSATION**

- 3.1 The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit "C", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2 CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- 3.3 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by the CITY in its sole discretion.
- 3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 3.6 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- 3.7 On April 1, 2014 and on April 1 of each subsequent year, all hourly rates and fees described in the Agreement and Exhibit hereto shall be increased by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement.

#### **SECTION 4. TERMINATION**

- 4.1 This Agreement may be terminated by the City Manager upon 24 hours notice as the City Manager deems appropriate.  
  
This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain

from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

- 4.4** In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.1 of this Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than provided herein, or for any consequential or incidental damages.

## **SECTION 5. INDEMNIFICATION**

- 5.1** CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- 5.2** CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3** CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 5.4** CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision,

and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

- 5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

## **SECTION 6. INSURANCE**

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP.

## **SECTION 7. MISCELLANEOUS**

- 7.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- 7.2 **Audit and Inspection Rights and Retention of Records.** CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry

in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

- 7.3 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.4 Public Entity Crime Act.** CONTRACTOR represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- 7.5 Independent CONTRACTOR.** CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or

agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

**7.6 Third Party Beneficiaries.** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**7.7 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: John R. Flint, City Manager  
Weston City Hall  
17200 Royal Palm Boulevard  
Weston, Florida 33326

With a copy to:

Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Pastoriza  
Cole & Boniske, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301

CONTRACTOR: A & A Drainage & Vac Services, inc.  
13846 NW 14<sup>th</sup> Street  
Pembroke Pines, FL 33028  
954-680-0294

**7.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. In addition, CONTRACTOR shall not subcontract any portion of the work required by

this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such sub- contractors shall be included in the Proposal. If additional sub-contractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such sub- contractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize sub- contractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such sub-contractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 7.11 Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such

provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue; Attorney's Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein 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, the parties agree 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 no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

- 7.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 Public Records.** CONTRACTOR acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Owner's contracts, pursuant to the provisions of Chapter 119, Florida Statutes. CONTRACTOR agrees to maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONTRACTOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, CONTRACTOR, whether finished or unfinished, shall become the property of Owner and shall be delivered by CONTRACTOR to the City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by CONTRACTOR shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Upon termination of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any

compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

- 7.25 **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 **Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR 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 are accurate, complete, and current at the time of contracting.
- 7.27 **Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.
- 7.28 **Default.** In the event of a default by the CONTRACTOR, the CONTRACTOR shall be liable for all damages resulting from the default. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

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**CHAPTER 2 – REQUEST FOR PROPOSALS**

**(EXHIBIT 'A')**

Request for Proposals No. 2013-18 for  
Maintenance of Stormwater and Sanitary Sewer Facilities  
Published on: November 30, 2013



**CITY OF WESTON**

**MAINTENANCE OF STORMWATER AND SANITARY  
SEWER FACILITIES**

Request For Proposals  
RFP No. 2013-18

**DECEMBER 2013**

- SECTION 1: REQUEST FOR PROPOSALS NOTICE**
- SECTION 2: BACKGROUND INFORMATION**
- SECTION 3: GENERAL CONDITIONS**
- SECTION 4: PROPOSAL PROCESS**
- SECTION 5: FORMS**
- SECTION 6: AGREEMENT**

## SECTION 1 – REQUEST FOR PROPOSALS NOTICE

The City of Weston issued the following Request for Proposals (RFP) Notice pertaining to **Maintenance of Stormwater and Sanitary Sewer Facilities** for the CITY. The RFP Notice was advertised in the *Sun-Sentinel* on November 30, 2013.

[THIS SPACE INTENTIONALLY LEFT BLANK]

## NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Weston, Florida will be accepting sealed proposals for:

### REQUEST FOR PROPOSALS MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES RFP NO. 2013-18

The CITY is requesting proposals from qualified contractors, (hereinafter referred to as the CONTRACTOR), to provide continuing services for vacuum cleaning/jetting and inspection of, and emergency response to, city owned stormwater, sanitary sewer structures and appurtenances including but not limited to: catch basins, inlets, manholes, pipe outfall, and pollution control devices, sanitary sewer pipes and lift stations. Sealed proposals will be received by the City Clerk until **11:00 a.m., local time, Monday, December 30, 2013, (the "Proposal Submittal Deadline")** at the City of Weston, City Hall, located at 17200 Royal Palm Boulevard, Weston, Florida. The official clock at the City Hall reception desk shall govern. Proposals received after this time will be returned unopened.

#### AVAILABILITY OF RFP DOCUMENTS

Interested parties may purchase a Request for Proposals ("RFP") for **MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES** at the Weston Community Center, 20200 Saddle Club Road, Weston, Florida 33327, 8:30 a.m. – 4:30 p.m., Monday through Friday, upon payment of a \$50.00 non-refundable fee, for each RFP. Payment must be made by check, Visa, Master Card or American Express. No cash payments will be accepted. The RFP may also be examined at the Weston Community Center at the referenced address. Proposals shall be submitted on the form(s) provided.

Project Manuals are also available for electronic download from Onvia DemandStar at <http://www.demandstar.com>. There is a cost for any document package electronically downloaded from the Onvia DemandStar Web site by members without subscriptions that include the City of Weston in their subscription service territory.

#### EXPERIENCE

Proposers must have a minimum of five years experience in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston.

#### MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on Tuesday, December 10, 2013 at 2:00 p.m., local time, at the Weston Community Center, located at 20200 Saddle Club Road, Weston, Florida 33327. All Proposers planning to submit a Proposal are required to attend this meeting. Proposers shall allow sufficient time to ensure arrival prior to the indicated time. Failure of a Proposer to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award. Decisions of the CITY shall be final. The official clock at the location of the Pre-Proposal Conference shall govern.

#### PROPOSAL PROCEDURES

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal". The outside of the sealed package must clearly indicate the submitting **RFP No. 2013-18, "Maintenance of Stormwater and Sanitary Sewer Facilities."** Proposer's name, address and the name and telephone number of the Proposer's specific contact person. **The Proposal shall contain seven (7) complete copies and one (1) unbound original, and is required to be submitted to the CITY by the date and time indicated above. Each copy shall contain all required information in order to be considered responsive.**

Once a Proposal has been submitted to the City Clerk, it shall not be returned to the Proposer for any reason. The withdrawal, modification or correction of a Proposal after it has been opened by the CITY shall constitute a breach by the Proposer.

All proposal prices shall be guaranteed firm for a minimum of ninety (90) calendar days after the submission of the Proposal. No Proposer may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

Proposal security in the form of a Proposal Bond acceptable to the CITY or Cashier's Check made payable to the "City of Weston" in the amount of ten thousand dollars (\$10,000.00), will be required.

The Sealed Proposals will be publicly opened at the City Hall immediately after the Proposal Submittal Deadline. The official clock at the City Hall reception desk shall govern. Award of the Proposal will be made at a City Commission meeting.

Any questions concerning this Notice to Bidders shall be in writing, directed to Karl Kennedy, Calvin, Giordano & Associates, Inc. at [kkennedy@cgasolutions.com](mailto:kkennedy@cgasolutions.com) or fax: 954-921-8807 by 4:00 pm, local time on **December 23, 2014**.

All Proposers are advised that the CITY has not authorized the use of the City seal by individuals or entities responding to CITY Request for Proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All Proposers are advised that the CITY will not supply or sell materials to Proposers in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

The City Commission of the City of Weston reserves the right to reject any and all Proposals, to waive any informality in a Proposal and to make awards in the best interests of the CITY.

A Cone of Silence is imposed upon publication of this Notice to Proposers. The Cone of Silence prohibits communications with the following individuals pertaining to this RFP: Any member of the City Commission: Daniel J. Stermer, Mayor; Angel M. Gomez, Commissioner; Toby Feuer, Commissioner; Jim Norton, Commissioner; and Thomas M. Kallman, Commissioner; or any member of the Selection Committee: Karl C. Thompson, Director of Public Works; Rich Ropke, Utilities Supervisor; and David Dove, Drainage Supervisor; or any member of the Protest Committee, if and when established. The Selection Committee shall convene at a publicly noticed meeting and review submissions, rank and evaluate the proposals and provide a recommendation to the City Commission. The details of the CITY's Cone of Silence are set forth in Section 32.10 of the City Code.

All lobbyists shall register with the CITY prior to engaging in any lobbying. The details of the CITY's Lobbyist Registration requirements are set forth in Chapter 25 of the City Code

Patricia A. Bates, MMC

City Clerk

City of Weston

Published on: November 30, 2013

## SECTION 2 – BACKGROUND INFORMATION

### 2.1 General

The CITY is requesting Sealed Proposals from qualified and experienced CONTRACTOR(s), to provide continuing services for vacuum cleaning/jetting and inspection of, and emergency response to, city owned stormwater, sanitary sewer structures and appurtenances including but not limited to: catch basins, inlets, manholes, pipe outfall, and pollution control devices, sanitary sewer pipes and lift stations. Upon the City Commission's ratification of the Selection Committee's rankings, the CITY will enter into an agreement, in the form attached to this RFP (the "Agreement") with a CONTRACTOR.

The CONTRACTOR shall comply with all federal, state and local laws, rules, practices and regulations including but not limited to dewatering, turbidity, sediment and permitting.

The CONTRACTOR must self perform all services unless otherwise indicated. No Sub-contracting of the main services will be allowed.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.

The CITY reserves the right to conduct investigations as it deems necessary, to determine the ability of the selected CONTRACTOR(s) who shall perform the work or services. Information the CITY deems necessary in order to make a determination shall be provided by the CONTRACTOR upon request.

### 2.2 Scope Of Work

- A. **Background** – The CITY is responsible for the management and maintenance of the City's wastewater and stormwater infrastructure. This includes includes: stormwater management systems consisting of a complex network of over 1700 catch basins, drainage structures, weirs, pipes, culverts, lakes, canals, outfalls and pumping stations; and approximately 139 miles of wastewater gravity pipes, 57 miles force mains, over 3600 manholes and 69 wastewater lift stations.
  
- B. **Services** – The CONTRACTOR shall furnish all labor, supervisor, materials, equipment, supplies, tools, safety measures, maintenance of traffic (MOT) and services required to accomplish the regular maintenance of the CITY's stormwater management system and sanitary sewer (wastewater) facilities which include, but is not limited to the cleaning of the following:
  - 1. Catch basins.
  - 2. Stormwater manholes.
  - 3. Stormwater pipes.
  - 4. Stormwater pollution control structures, weirs & other appurtenances.
  - 5. Sanitary sewer/Wastewater gravity pipes and manholes.
  - 6. Sanitary sewer/Wastewater force mains.
  - 7. Wastewater lift stations.
  - 8. Closed Circuit Televising of pipe (CCTV) – (can be performed by a

subcontractor).

9. Unforeseen emergency work involving the systems stated above and specified herein.

The CONTRACTOR will be required to respond to and provide services for routinely scheduled and preventative work orders as specified by the CITY. Additionally, those events where services are needed for the immediate and initial response to emergency situations such as, but not limited to, water line breaks/repair, wastewater line blockage, sanitary sewer overflows (SSO), potholing, street wash down and cleanup sewage decontamination, stormwater pipe and culvert investigations, lid and grate replacement.

- C. **Emergency Callouts:** The CONTRACTOR shall be available for emergency callouts. Emergency response and deployment of staff and equipment shall be on scene within one half hour of notification. Proposal shall identify staffing availability for emergency response, distance of travel and equipment to demonstrate that this response time can be met. The Contractor shall supply the CITY with the name(s), and telephone number(s) of responsible person(s) representing the CONTRACTOR for twenty-four (24) hour, seven (7) days a week emergency response. This information shall remain current at all times. Any changes shall be forwarded to the CITY in writing. All procedures for emergency callouts will be consistent with the Broward County regulations. Hourly rates for staff and equipment responding to emergency call outs, after hours, shall be stated in FORM 5. The CITY shall compensate CONTRACTOR for a two (2) hour minimum regardless if less time is spent resolving the emergency.
- D. **Cleaning/Maintenance** – The CONTRACTOR shall be responsible for performing the cleaning of the entire sanitary sewer system and stormwater infrastructure. The intent of sewer line cleaning is to remove all sludge, dirt, sand, rocks, grease, and other solids or semisolid material from the pipe. Pipe cleaning shall be performed with a hydraulically propelled high-velocity jet. The equipment shall be capable of removing tree roots, dirt, grease, rocks, sand and other materials and obstructions from the sewer lines and manholes. As a minimum, jetting of lines must be performed by pulling the high velocity spray nozzle in the direction opposite to the force created by the water pressure. The CONTRACTOR shall employ a debris trapping system or implement vacuuming in the outlet of the downstream manhole prior to cleaning any sewer line to contain all foreign materials in the manhole. The CONTRACTOR will remove all trapped materials from the manhole prior to removal from the system.

All Materials resulting from the sewer line cleaning shall be removed from the sewer lines and associated structures prior to moving to the next sewer line segment.

The CONTRACTOR shall use precautions to ensure that the water pressure created by the cleaning operations does not damage or cause flooding of public or private property. Also, CONTRACTOR shall take precautions in the use of cleaning equipment, so as to prevent damage to the existing pipe and manholes. The CONTRACTOR shall be responsible for all costs involved in damage to public or

private property through its cleaning/maintenance operation. Any damage to the pipe shall be repaired by the CONTRACTOR immediately at no cost to the CITY.

The CONTRACTOR shall not dispose of or allow any liquid or solid waste from the sanitary sewer cleaning operation to enter the CITY's stormwater system. All debris removed from the sanitary sewer system needs to be properly disposed of.

The designated sanitary sewer sections shall be cleaned using hydraulically propelled, high-velocity jet equipment. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be in accordance with industry and the CITY's best management practices. The equipment shall be capable of removing tree roots, dirt, grease, rocks, sand, and other materials and obstructions in the sewer lines and manholes. If cleaning of the entire section cannot be successfully performed from one manhole, then the equipment shall be set up at the upstream manhole and cleaning attempted again.

- E. **National Pollution and Discharge Elimination System (NPDES)** – The CITY is a co-permittee of the Broward County Municipal Separate Storm Sewer System (MS4) NPDES permittee FLS000016-003 as a result, as directed by the CITY, the CONTRACTOR shall support the requirement of the (MS4) NPDES Permit and the implementation of appropriate Best Management Practices (BMPs) for preventing or reducing the amount of storm water pollution. The current maintenance schedule includes but is not limited to the Table 2.2(E), below:

Table 2.2(E) BMP Inspection Schedule

Dry Retention Systems	Once every three years
Exfiltration Trench / French Drains	
Grass Swales (Dry)	
Dry Detention Systems	
Wet Detention Systems	
Pollution Control Boxes	Quarterly, < or >
Stormwater Pump Stations	Semi-annually or >
Major Stormwater Outfalls	Annually, < or >
Weirs or Other Control Structures Associated with Stormwater Structural Controls	Same as SW control with which it is associated
Pipes/ Culverts	10% of total structures annually 100%/10 years (2 permit cycles)
Storm Sewer Inlets, Catch Basins, Grates, Ditches, and Other Stormwater Conveyances	

- F. **Equipment** – All CONTRACTOR equipment must be in a good state of repair and maintained in such good state during the progress of the work. No worn or obsolete equipment shall be used, and in no case shall the maker's rating capacity for any equipment be exceeded. CONTRACTOR must provide City with a list of equipment to be used for sanitary sewer and stormwater infrastructure cleaning. The following requirements shall be met:
1. CONTRACTOR shall own or lease High-Velocity Hydraulic (Hydro-Cleaning) Equipment (Vacuum and Jetting Truck): All High-Velocity Sewer Cleaning Equipment shall be constructed for ease and safety of operation. The equipment shall be operated at the industry standard for proper cleaning of the City's sanitary sewer lines. All equipment manufactures recommendations for PSI and gallons per minute need to be followed. The nozzles shall be capable of producing a scouring action, in the lines designated to be cleaned, to remove debris and sand from the flow line. Equipment shall also include a high-velocity jetter for washing and scouring manhole walls and floors. The jetter shall be capable of producing flows from a fine spray to a solid stream.
  2. CONTRACTOR shall have a minimum of two (2) permitted Vacuum/jetting trucks available for the CITY at all times. Trucks and equipment used for sanitary sewer operations shall not be used on stormwater or water main break related operations.
  3. Root Removal Equipment: Hydraulic or mechanical driven cutters may be used as necessary to remove root intrusion as dicated by pipe material.
  4. CONTRACTOR must provide CITY with a list of equipment to be used for sanitary sewer and storm water infrastructure cleaning.
  5. In the instance that the CONTRACTOR's equipment becomes lodged in the sewer lines, the CONTRACTOR will notify the CITY as soon as possible, and take all necessary steps for removal. The CONTRACTOR shall take precautions when removal occurs not to damage the sewer lines, system or cause an overflow. If the equipment must be removed by excavation of the sewer line, the CONTRACTOR will be responsible for all cost incurring for the retrieval of the equipment.
- G. **Closed Circuit Televising of Pipe (CCTV)** – shall be defined as the digital recording of the internal condition of the Pipe and structures. Some examples of types of pipe found in the system are Ductile Iron, Corrugated Metal, Corrugated HDPE, Concrete, and PVC. All structures and appurtenances shall record actual sizes, condition, number of inlets and outlets, and materials used in construction. All structures will be recorded to GIS. All photo and Video will be in color and a minimum of 2 megapixel resolution. Video data will be indexed to allow accurate length and diameters to be recorded. All information shall be able to migrate to a GIS database. The Contractor is responsible for the safety of the site up to and including the completion of the work.
- H. **Subcontracting** – The CONTRACTOR shall own or lease all equipment amd employees shall work directly for CONTRACTOR. The CITY will not accept any form of subcontracting for the main scope of work, with the exception of CCTV

work. Any other type of subcontracting for any miscellaneous services requests shall be approved by the CITY.

- I. **Work Order (Service Request) Completion Data Input** – The CONTRACTOR shall enter/input information for completed work order (service request) into CITY’s Asset Management Software and/or provide electronically on disk for CITY’s ArcGIS software. The typical information required includes: date serviced, location, type of work (routine, PM, emergency), city asset serviced (e.g. catch basin#, manhole #, lift station#, etc), the relevant asset data (e.g. physical condition, cause of failure), materials used, and hours or cost for service. Work Order Completion data input shall be entered no later than 30 days after the actual performance of the work order or service request. If electronic work order system is down, the information should be provide in an electronic format capable of upload at a later date. Acceptable format are defined as Excel spreadsheet files or Access database files. Written reports to the CITY will only be accepted when requested by the CITY.
  
- J. **Disposal of Waste Debris** – The CONTRACTOR The Contractor is responsible for the safe removal and disposal of all debris in accordance with all Federal, State, and local codes, regulations, and statutes, including those specific to hazardous materials.  
  
CONTRACTOR shall not mix hazardous materials waste with the City's non-hazardous waste. The CONTRACTOR shall assume all liability and all applicable costs. Additionally, the CONTRACTOR shall not mix wastes from others with City wastes, except when disposing at an approved disposal facility. CONTRACTOR is responsible for the cost of required permits and the disposal of the waste debris. Disposal fees (user fees) including testing fees from disposal are the responsibility of the CONTRACTOR. CONTRACTOR shall accurately record transport activity via shipping manifests.
  
- K. **Overflows/Spillage** – THE CONTRACTOR is solely responsible if the CONTRACTOR's cleaning causes a sanitary sewer overflow (SSO). The CONTRACTOR shall immediately mitigate the situation and contact the City. The CONTRACTOR shall implement the CITY’s overflow emergency response plan. CONTRACTOR shall within 24 hours from the occurrence, submit to the City representative a written report describing the following.
  - 1. Location of Spill
  - 2. Type of remedial/ clean up measures
  - 3. Duration
  - 4. Cause
  - 5. Corrective/ Preventative actions
  - 6. Impacted water bodies
  - 7. The cost of travel shall be included in the proposal prices.
  
- L. **Travel** – The cost of travel shall be included in the proposal prices.
  
- M. **Response Time**

1. The CONTRACTOR shall maintain a telephone line which is monitored 24 hrs per day 7 days per week.
  2. The CONTRACTOR shall maintain electronic mail site and a fax machine capable of receiving work orders 24 hrs per day 7 days per week.
  3. In cases of emergency service requests, the CONTRACTOR shall respond within one half hour (30 minutes) of being notified. The CONTRACTOR must provide an explanation of how it will meet this requirement.
- N. **Point of Contact** – The CONTRACTOR is required to provide one point of contact for the CITY. Please provide the name and qualifications of the project manager who will be assigned to the City as the point of contact
- O. **Staff** – The CONTRACTOR shall maintain the personnel resources necessary to manage staff and perform the work within this contract.
- P. **Permits** – Any permits will be acquired by the CONTRACTOR and invoiced at cost.
- Q. **Project Manager** – The CONTRACTOR shall be knowledgeable stormwater and sanitary sewer maintenance operations.
- R. **Additional Services** – Include any additional products and/or services available that CONTRACTOR currently performs in its normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract.
- S. The CONTRACTOR shall do extra work not specified herein that may be ordered in writing by the CITY. For the work, the CONTRACTOR shall be paid at the rate named in the Contract for the work of a similar nature and character. Except as hereinafter provided, all extra work ordered and performed in accordance with this paragraph shall be paid for at the price in the written order for such work. The price (or rate) shall have been approved by the CITY and mutually agreed upon by the CONTRACTOR.

### 2.3 **Supervision and Responsibility of CONTRACTOR**

The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of the CONTRACTOR whose work is unsatisfactory to the CITY or who are considered by the CITY'S representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from the CITY and shall not be employed to perform the work thereafter. No liquor, alcoholic beverages or drugs shall be allowed on the site of the work. The CONTRACTOR shall operate a drug free workplace.

- A. **Supervisor** – The CONTRACTOR shall maintain a Supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be

able to manage all facets of the project for the CONTRACTOR. The Supervisor must be fluent in English, have excellent communication skills and be capable of directing all regular services and additional services (if required) and coordinating these with the designated CITY representative.

- B. Employee/Independent Contractor's Performance** - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor from performing maintenance on the CITY'S grounds where such employee's/independent contractor's performance or actions are obviously detrimental to the program.
- C. Uniforms** - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees. Safety vests must be worn at all times.
- D. Vehicles** - CONTRACTOR shall keep all vehicles and equipment in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- E. Maintenance of Traffic** – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) at all times. Cones and proper signage must be used to stage vehicles and equipment and to protect works on or near roadways.
- F. Equipment Safety** - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- G. Storage** - The CONTRACTOR shall be responsible for the safe storage of all materials and equipment at CONTRACTOR'S sole expense.

#### **2.4 CONTRACTOR Qualifications – Experience and Licensing**

All proposers must provide the necessary documentation to demonstrate that they meet the following qualifications.

- A. Service and Incorporation** – CONTRACTOR shall have been in continuous service in Florida (with a Florida resident or branch office) for a minimum of 5 years. CONTRACTOR shall have been continuously incorporated for a minimum of five (5) years.

- B. **Experience** - CONTRACTOR must provide evidence of a minimum of five years experience in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston.
- C. **License** – CONTRACTOR must currently possess and provide proof of one (1) of the following license and/or State of Florida/Broward County registration:
  - a. State of Florida: certified general contractor or certified plumbing contractor; or certified underground utility and excavation contractor; or
  - b. Broward County: master plumber; or certified building contractor class; or general engineered construction builder.
  - c. All license/certification must be current and valid at this time of proposal submittal.
- D. **NPDES training** – CONTRACTOR must demonstrate that two or more of his employees assigned to work on this CITY contract possesses one of the following NPDES training:
  - a. Erosion and Sediment Control or,
  - b. IDDE and Construction site.

2.5 **Insurance**

**A. Requirements:**

Before performing any work, CONTRACTOR shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. Simultaneous with the delivery of an executed Proposal to the CITY when required, CONTRACTOR shall furnish to CITY proof of insurance which meets the requirements set forth herein. The policies of insurance shall be primary and written on forms acceptable to the CITY and placed with insurance carriers licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “**A-Excellent: FSC VII.**” In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the CITY. The CITY must approve any changes to these specifications.

The City of Weston shall be named as additional insured, as their interests may appear on all policies except Workers’ Compensation. As respects General Liability coverage, the Completed Operations Coverage and the Additional Insured status of the CITY; shall be maintained for this Project for not less than five (5) years following completion and acceptance by the CITY or no more restrictive than Insurance Services Office (ISO) form CG 20 37 (07 04). Waiver of subrogation in favor of the City of Weston is required on all policies except Workers’ Compensation.

CONTRACTOR shall provide Statutory Workers’ Compensation, and Employer’s Liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and US Longshoremen and Harborworkers Exposures must also be included. (Elective exemptions will NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer will not be accepted). In the event the CONTRACTOR has “leased” employees, the CONTRACTOR must provide a Workers’ Compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by the CITY.

The CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by the CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

**B. Commercial General Liability:**

Including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), watercraft or aircraft liability if those vehicles will be utilized, and personal injury liability with limits of not less than \$2,000,000 each occurrence, covering all work performed under this Agreement.

**C. Business Automobile Liability:**

CONTRACTOR shall provide and maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence covering all work performed under this Agreement.

Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR owns automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the CONTRACTOR is shipping a product via common carrier, the CONTRACTOR shall be responsible for any loss or damage sustained in delivery/transit/loading and unloading.

**D. Umbrella Liability:**

Umbrella policies are acceptable to provide the total required liability limits.

**E. Hazardous Materials Insurance:**

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the CONTRACTOR provides the following coverage(s) as determined solely by the CITY.

**1. CONTRACTORs Pollution Liability:**

For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

**2. Asbestos Liability:**

For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.

**3. Disposal:**

When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.

**4. Hazardous Waste/Materials Transportation:**

When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$3,000,000 annual aggregate and provide a valid EPA identification number.

**Certificates of insurance shall clearly state the hazardous material exposure work being performed under the Agreement.**

**F. Policy form:**

All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the CITY, are to be written on an occurrence basis, shall name the City of Weston as Additional Insured during the Agreement and for a minimum of five (5) years following the end of the Agreement (include wording on Certificate). Insurer(s), with the exception of Workers' Compensation, shall agree to waive all rights of subrogation against the City of Weston.

**G.** Insurance requirements itemized in this contract and required of the CONTRACTOR shall be provided on behalf of all sub-CONTRACTORS to cover their operations performed under this Agreement. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-CONTRACTORS.

**H.** Each insurance policy required by this Agreement shall:

1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability

2. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the CITY, except the cancellation notice period for non-payment of premiums for Workers' Compensation notice shall be 10 days.
- I. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
  - J. The procuring of required policies of insurance shall not be construed to limit CONTRACTOR's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
  - K. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
  - L. Claims Made Policies will be accepted for Pollution Liability (Hazardous Materials), and such other risks as are authorized by the CITY. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the CONTRACTOR agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected. Any new policy shall maintain the original retroactive date evidenced at the commencement of the Agreement.
  - M. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326, prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by the CITY before the CONTRACTOR will be allowed to commence or continue work. All insurance carriers must have their corresponding AM Best carrier ID listed on the Certificate of Insurance (COI).
  - N. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the CONTRACTOR's/ Sub/Consultant's insurance company and Risk Management as soon as practicable after notice to the insured.
  - O. The insurance required for this Agreement shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. The CONTRACTOR shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the CONTRACTOR's information and belief.
  - P. 

<u>Coverages Required</u>	<u>Minimum Limits</u>
1. Workers' Compensation	Statutory Limits – State of Florida

2.	Employers' Liability	\$1,000,000 accident/disease \$1,000,000 policy limit, disease \$1,000,000 each employee, disease	
3.	Automobile Liability Combined single limit	\$1,000,000	
4.	General Liability	<u>For projects under \$1,000,000.</u>	<u>For projects \$1,000,000 or over</u>
	• General aggregate	\$2,000,000	\$5,000,000.
	• Products and completed operations aggregate	\$2,000,000	\$5,000,000.
	• Personal and advertising injury	\$2,000,000	\$2,000,000.
	• Each occurrence	\$2,000,000	\$2,000,000.
	• Project specific aggregate	\$1,000,000	\$5,000,000
5.	Builder's Risk/Installation Floaters		
	a. Roadways, Buildings if over \$25,000		100% of Completed Value
	b. Machinery/equipment if over \$25,000		100% of Completed Value
	c. Deductible		<u>&lt;</u> \$10,000
6.	Pollution Liability (Bodily injury and property damage)	\$1,000,000, if applicable	
	Other Insurance required:		
	CONTRACTOR shall be responsible for all deductible amounts.		

**2.6 Security**

- A. Proposal Security:** Simultaneous with the delivery of an executed Proposal to the CITY, the CONTRACTOR shall furnish to the CITY a Proposal Security in the amount of ten thousand dollars (\$10,000.00) as security for the faithful execution of a contract with the CITY in the event of such award by the City Commission.
- B.** Proposal Security may be in the form of a cashier's check payable to the CITY of Weston and drawn on a bank, authorized to do business in the State of Florida, or a Proposal Bond issued by a surety meeting the qualifications stated herein. The Proposal Security (cashier's check or proposal bond) shall be attached to Form 11 provided in Section 5. Proposal Security shall be returned subsequent to award of the contract by

the City Commission and execution by the successful CONTRACTOR and the appropriate City officials.

C. Failure by the successful CONTRACTOR to execute a Contract, to furnish Performance and Payment Bond when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Proposal, shall be just cause for the rescission of the award and the retention of the Proposal Security by the CITY. Such retention shall be considered not as a penalty, but as liquidation for damages sustained. Award may then be made to the next ranked CONTRACTOR, or all proposals may be rejected.

D. **Qualifications of Surety:** Surety companies issuing Proposal Bonds and Performance and Payment Bonds shall fulfill **each** of the following provisions, and the CONTRACTOR shall provide evidence to document such fulfillment:

1. The surety company is licensed to do business in the State of Florida.
2. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued.
4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
5. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
6. Each bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
7. Each bond shall be issued by a Florida resident agent.
8. Qualifications: As to companies being rated acceptable:

A Proposal Bond and Performance and Payment Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least (5) years.

In addition to the above minimum qualifications, the Surety Company must meet the following additional qualifications.

The Surety Company shall meet a minimum financial AM Best Company rating of no less than **"A- Excellent: FSC VII"** and shall have at least the following minimum Policyholders ratings: A- Class VII or higher. In the event that the Surety Company's rating shall drop, the Surety Company shall immediately notify the Owner.

All Surety Companies are subject to review and approval by the CITY and may be rejected without cause. All bonds signed by an Agency must be accompanied by a certificate of authority to act.

- E. Duration of Bonds:** Performance and Payment Bonds shall remain in force until acceptance of work; however, if the Contract is terminated, they shall remain in force for 1 year from the date of termination of this Contract as protection to the CITY against losses resulting from latent defects in materials or improper performance of work under the Contract that may appear or be discovered during that period.
- F. Non-compliance:** CONTRACTOR'S failure to deliver executed Performance and Payment Bond in a form acceptable to the CITY shall constitute a material breach of the Contract and shall relieve the CITY of all payment obligations until such bonds are provided and shall result in the CONTRACTOR'S forfeiture of any and all proposal securities.
- G. Exemption of Requirements for Bonds:** Pursuant to §255.05, Florida Statutes, as may be amended from time to time, if the construction contract with the CITY is for \$200,000.00 or less, the CONTRACTOR may be exempted from executing the statutorily required performance and payment bonds, "at the discretion of the official or board awarding such contract when such work is done for any County, City, etc."

  - 1. The CITY reserves the right to exempt, or not to exempt, the requirement of Performance and Payment Bonds. The CITY may choose to bond any such construction project for \$200,000.00 or less.
  - 2. In the event the CITY exempts the Performance and Payment Bond requirements, the CITY'S elected officials, employees, agents or consultant shall not be personally liable to persons suffering loss because of granting such an exemption.

## **2.7 Pricing**

CONTRACTORS shall provide the pricing information requested on Form 5 in Section 5 of this RFP. Prices shall include all costs for providing all labor, materials, supplies, equipment, travel, etc. to perform services in accordance with the scope of work.

**[END OF SECTION]**

## SECTION 3 – GENERAL CONDITIONS

### **3.1 RFP Documents**

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of this RFP. Proposals not submitted on the prescribed Proposal forms shall be rejected. By submitting a Proposal, the CONTRACTOR agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the CONTRACTOR.

### **3.2 Taxes**

The CONTRACTOR shall not be entitled to the CITY'S tax exempt benefits.

### **3.3 Additional Terms and Conditions**

No additional terms and conditions submitted by the CONTRACTOR with the RFP Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

### **3.4 Interpretations and Inquiries**

All CONTRACTORS shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be submitted in writing to Karl Kennedy, Calvin, Giordano & Associates, Inc. at [kkennedy@cgasolutions.com](mailto:kkennedy@cgasolutions.com) or fax: 954-921-8807 by 4:00 pm, local time on **December 23, 2014**.

Submission of a Proposal will serve as prima facie evidence that the CONTRACTOR has examined the Agreement and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the CITY to all CONTRACTORS who attend the mandatory pre-proposal meeting. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the CONTRACTORS by the CITY may be relied upon.

### **3.5 Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY or the CONTRACTOR.

### **3.6 No Contingency Fees**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

### **3.7 Independence**

On the Form 9 provided in Section 5 of this RFP, the CONTRACTOR shall list, and describe any relationships – professional, financial or otherwise – that it may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the CONTRACTOR shall give the CITY written notice of any other relationships – professional, financial or otherwise – that it enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

### **3.8 Disqualification of CONTRACTORS**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a CONTRACTOR is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

### **3.9 Assignment; Non-transferability of Proposal**

Proposals shall not be assigned or transferred. A CONTRACTOR who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The City Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in the CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Proposal being disqualified, at the CITY'S sole discretion.

### **3.10 Compliance With Applicable Laws**

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the CONTRACTOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### **3.11 Familiarity with Laws and Ordinances**

The submission of a Proposal on the services requested herein shall be considered as a representation that the CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the CONTRACTOR discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the CITY in writing without delay.

### **3.12 Advertising**

In submitting a Proposal, CONTRACTOR agrees not to use the results therefrom as a part of any Advertising or CONTRACTOR sponsored publicity without the express written approval of the City Manager or designee.

### **3.13 Execute Agreement**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the CITY and the successful CONTRACTOR. The order of precedence will be the Agreement, the RFP Documents, the CONTRACTOR's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Broward County, Florida.

### **3.14 Facilities**

The City Manager or designee reserves the right to inspect each CONTRACTOR's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

### **3.15 Withdrawal or Revision of Proposal Prior to and After Opening**

A CONTRACTOR shall not withdraw, modify or correct a Proposal after it has been deposited with the CITY. The withdrawal, modification or correction of a Proposal after it has been deposited with the CITY shall constitute a breach by the CONTRACTOR. No CONTRACTOR may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

### **3.16 CITY'S Exclusive Rights**

The CITY reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all qualifications statements in part or in whole;
3. Request additional information as appropriate; and,
4. Reject any or all submittals if found by the City Commission not to be in the best interest of the CITY.

In the event of a sole proposal, CITY reserves the right to reject the sole proposal.

By submitting a Proposal for the services, all CONTRACTORS acknowledge and agree that no enforceable Agreement arises until the CITY signs the AGREEMENT, that no action shall lie to require the CITY to sign such Agreement at any time, and that each Proposer waives all claims to damages, lost profits, costs, expenses, reasonable attorneys fees, etc., as a result of the CITY not signing such Agreement.

### **3.17 Addenda**

The CITY reserves the right to issue addenda. Each CONTRACTOR shall acknowledge receipt of such addenda on the Form 8 provided in Section 5 of this RFP. In the event any CONTRACTOR fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as

though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective CONTRACTOR to verify that he/she has received all addenda issued before depositing the Proposal with the CITY.

### **3.18 Review of the RFP Documents**

By the submission of a Proposal to do the work, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

### **3.19 Adjustment/Changes/Deviations**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

### **3.20 Public Records**

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The CITY reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **3.21 Subcontracting**

No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of subcontractors shall be provided to the City Manager, subject to his approval.

### **3.22 Public Entities Crime**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the CITY and may not transact business with the CITY in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement for Maintenance of Stormwater and Sanitary Sewer Facilities.

### **3.23 Non-Collusion Affidavit**

The Proposer shall include the Non-Collusion Affidavit as set forth in the Form 6 provided in Section 5 of this RFP and as described in Section 4 of the RFP. Proposer's failure to include the affidavit shall result in disqualification.

[END OF SECTION]

## SECTION 4 – PROPOSAL PROCESS

### 4.1 Mandatory Pre-proposal Meeting

A **mandatory** pre-proposal meeting will be held on **Tuesday, December 10, 2013 at 2:00 p.m, local time**, at the Weston Community Center, 20200 Saddle Club Road, Weston, Florida 33327. All CONTRACTORS planning to submit a proposal are required to attend this meeting. CONTRACTORS should allow sufficient time to insure arrival prior to the indicated time. Proposals from those who have failed to attend will not be opened. CONTRACTORS arriving past the indicated time will not be eligible to submit a proposal. The official clock at the location of the Pre-Proposal Conference shall govern.

Failure of a CONTRACTOR to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a CONTRACTOR to be deemed non-responsive and the Proposal shall not be considered for award. Decisions of the CITY shall be final.

At the pre-proposal meeting, representatives of the CITY will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP documents which have been submitted in writing and received by the CITY at least five (5) business days prior to the pre-proposal meeting will be addressed. To the extent possible, the CITY will also consider other questions or concerns that may be raised at that time. After the pre-proposal meeting, the CITY may prepare written documentation to answer questions which were addressed at the pre-proposal meeting which relate to interpretation of, or changes to, the RFP documents which the CITY deems appropriate for clarification.

### 4.2 Preparation of Proposals

No Proposer shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

#### A. Number of Proposals

Seven (7) complete copies of the Proposal, and one (1) unbound original Proposal, are required to be submitted to the CITY by the date and time indicated above. Each copy should contain all mandatory and optional information submitted by the Proposer. Additional copies may be requested by the CITY at its discretion.

#### B. Proposal Packaging

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal", in accordance with Section 4.5. The outside of the sealed package shall clearly indicate the submitting RFP No. 2013-18 "Maintenance of Stormwater and Sanitary Sewer Facilities" Proposer's name, address and the name and telephone number of the Proposer's specific contact person. **The Proposal shall contain seven (7) complete copies and one (1) unbound original, and is required to be submitted to the CITY by the date and time indicated in Section 4.3. Each copy shall contain all required information in order to be considered responsive.**

#### C. Signatures

All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Proposer in contractual obligations. The Proposal shall be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces shall

be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Proposer and the Proposal will not be considered.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

#### **D. Proposal Format**

The Proposal shall be typewritten on both sides of 8 ½ x 11 inch white paper. Pages shall be secured by staple, cerlox binding or similar closures. Proposals shall be organized in chapters as described herein. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Proposal, a response such as "no response is required" or "not applicable" is acceptable.

#### **Proposal Format**

Chapter 1	Letter of Intent Statement of Organization (Form 1) Personnel (Form 2) Sub-Contract Services (Form 3) Experience/References (Form 4)
Chapter 2	Pricing and Equipment (Form 5) Financial Stability Financial Statement
Chapter 3	Litigation History Insurance Requirement Criminal Convictions Non-Collusion Certification (Form 6)

Chapter 4	Drug-free Workplace (Form 7) Addenda (Form 8) Independence Affidavit (Form 9) Certification to Accuracy of Proposal (Form 10)
Chapter 5	Proposal Security (Form 11)

**4.3 Submittal, Receipt and Opening of Proposals**

All Proposals shall be submitted on or before **11:00 AM**, local time, on **Monday, December 30, 2013** to:

Office of the City Clerk  
City of Weston  
17200 Royal Palm Boulevard  
Weston, Florida 33326

All CONTRACTORS are reminded that it is the sole responsibility of the CONTRACTOR to ensure that their Proposal is time stamped in the OFFICE OF THE CITY CLERK prior to **11:00 AM**, local time, on **Monday, December 30, 2013**. Failure of a CONTRACTOR to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a CONTRACTOR to be deemed non-responsive and the Proposal shall not be considered for award.

**4.4 Selection Committee**

Proposals submitted will be evaluated by a three (3) member Selection Committee ("Selection Committee") consisting of Darrel Thomas, Assistant City Manager; Don Decker, Director of Parks and Recreation and Kevin Butler, Chief of Police who will review submissions and provide a recommendation to the City Commission.

**4.5 Sealed Proposal**

The Sealed Proposals will be publicly opened at 17200 Royal Palm Boulevard, Weston, Florida 33326, at **11:00 AM, local time, Monday, December 30, 2013**. The Selection Committee shall examine the documentation submitted in the Proposals at a time thereafter to determine the responsiveness and responsibility of each CONTRACTOR. CONTRACTORS shall provide the following information in the Proposal:

**A. Letter of Intent**

The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than ninety (90) calendar days is required.

**B. CONTRACTOR's Statement of Organization**

CONTRACTORS shall complete Form 1 provided in Section 5 of this RFP. CONTRACTORS are permitted to supply additional information that will assist the CITY in understanding the CONTRACTOR's organization.

**C. Personnel**

CONTRACTORS shall carefully provide, in the format requested, all of the information requested in Form 2 provided in Section 5 of this RFP. All principals of the CONTRACTOR and key personnel performing services pursuant to this RFP shall provide a detailed resume indicating that individual's area of expertise and experience.

**D. Sub-Contract Work**

CONTRACTORS shall provide a list of the services that will be sub-contracted (not self performed) by the CONTRACTOR on the project utilizing Form 3 provided in Section 5 of this RFP.

**E. Experience**

A summary of CONTRACTOR's experience providing a minimum of five years experience in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston, shall be provided using Form 4 provided in Section 5 of this RFP. CONTRACTOR shall not utilize as references, any CITY employee, CONTRACTOR, or official. CONTRACTOR's use of such references may result in disqualification, at the discretion of the CITY.

**F. Pricing**

CONTRACTORS shall provide the pricing information requested on Form 5 in Section 5 of this RFP.

**G. Financial Stability and Statements**

CONTRACTORS shall demonstrate financial stability. CONTRACTORS shall provide a statement of the CONTRACTOR's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent audited annual financial statements. In the event the CONTRACTOR does not have audited financial statements, the CONTRACTOR may substitute non-audited financial statements and complete federal tax returns for the last two years. Financial statements provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows. Social Security numbers may be redacted on the statements/ federal tax returns.

**H. Litigation History**

CONTRACTORS shall provide a summary of any litigation or arbitration that the CONTRACTOR, its parent company or its subsidiaries have been engaged in or are currently engaged in, during the past five (5) years against or involving (1) any public entity for any amount (2) any private entity for an amount greater than \$100,000. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The CITY may disqualify any CONTRACTOR it determines to be excessively litigious.

**I. Insurance Requirement**

CONTRACTOR shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP.

**J. Criminal Conduct**

In Form 1, CONTRACTORS shall provide a summary of any criminal activity within the last five years of the company, owners, officers, partners, key personnel, subsidiaries, or parent

company, related to the services described in this RFP. The CITY may disqualify a CONTRACTOR on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

**K. CONTRACTOR's Non-Collusion Certification**

CONTRACTOR shall complete and execute the Non-Collusion Affidavit of CONTRACTOR (Form 6 provided in Section 5 of this RFP).

**L. Drug-Free Workplace**

CONTRACTOR shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 7 provided in Section 5 of this RFP), shall be submitted with the RFP response.

**M. Addenda**

CONTRACTOR shall complete and sign the Acknowledgment of Addenda (Form 8 provided in Section 5 of this RFP) and include it in the Proposal in order to have the Proposal considered. In the event any CONTRACTOR fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

**N. Independence Affidavit**

CONTRACTOR shall list and describe its relationships with the CITY in accordance with Section 3.7 of the RFP (Form 9 provided in Section 5 of this RFP).

**O. Certification to Accuracy of Proposal**

CONTRACTOR shall certify and attest, by executing Form 10 provided in Section 5 of this RFP, that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the CONTRACTOR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

**P. Proposal Security**

CONTRACTOR shall attach Proposal Security in the amount of ten thousand dollars (\$10,000.00) to Form 11 that is provided in Section 5 of this RFP. Proposal Security may be in the form of a cashier's check or proposal bond as described in Section 2.6.

**4.6 Qualification Evaluation**

The Selection Committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each CONTRACTOR. Failure to provide the required information will disqualify any such Proposal as non-responsive and such Proposal will not be considered. The Selection Committee will disqualify any CONTRACTORS that make exaggerated or false statements.

The evaluation of Proposals and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the CONTRACTOR, as well as other information reasonably available to the CITY.

The Selection Committee may make such investigations as it deems necessary to determine the ability of the CONTRACTOR to perform the services and the CONTRACTOR shall furnish the CITY all such information and data for this purpose as the CITY may request before and during the Proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all CONTRACTORS, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all CONTRACTORS. The Selection Committee may at its sole discretion reject a CONTRACTOR or qualify a CONTRACTOR.

#### **4.7 Evaluation**

Each member of the Selection Committee will evaluate and rank each Proposal in each of the categories listed below. The full Selection Committee will then convene to review and discuss these evaluations and rank the CONTRACTORS as a group. Proposals will be evaluated and ranked based on, among additional factors, the following:

- A. The CONTRACTOR's qualifications, including financial ability to perform the services described in the Agreement.
- B. The CONTRACTOR's experience providing maintenance of Stormwater and Sanitary Sewer Facilities.
- C. The cost to CITY.
- D. Qualifications of CONTRACTOR's key employees.

In the event of a tie, CITY shall break the tie by drawing lots at a publicly noticed meeting. Depending on the number of Proposals submitted, the Selection Committee may short-list the CONTRACTORS, down to three (3), and then interview and rank those top three (3) CONTRACTORS.

The Proposal ranked one (1) will be recommended as prime CONTRACTOR by the Selection Committee to the City Commission for award of the Agreement. The City Commission will consider the selection of CONTRACTOR based upon the recommendation of the Selection Committee.

#### **4.8 Protest Procedures**

**4.8.1 Standing** Parties that are not actual proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

##### **4.8.2 Procedure**

**A. Protest of Failure to qualify** Upon notification by the CITY that a proposer is deemed non-responsive and/or non-responsible, the proposer who is deemed non-responsive and/or non-responsible may file a protest with the City Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (City Hall hours are as follows: Monday-Thursday from 8:00 am to 5:30 pm and Friday from 8:00 am to 3:00 pm.)

**B. Protest of Award of Agreement** After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending

award of the agreement or any element of the process leading to the award of the agreement may file a protest with the City Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to reject all Proposals is subject to the protest procedure.

**C. Content and filing** The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the City Clerk. The official clock at the City Hall reception desk shall govern.

**4.8.3 Protest Bond** Any proposer filing a protest shall simultaneously provide a Protest Bond to the CITY in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the CITY. The Protest Bond shall be in the form of a cashier's check.

**4.8.4 Protest Committee** The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission shall serve on the Protest Committee. The City Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be open to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the City Commission. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the City Commission.

**4.8.5 Stay of award of Agreement or RFP Process** In the event of a timely protest, the City Manager shall stay the award of the Agreement or the RFP process unless the City Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the CITY. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.

**4.8.6 Appeals to City Commission** Any actual proposer who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

**4.8.7 Failure to file protest** Any actual proposer that does not formally protest or appeal in accordance with this Section shall not have standing.

## **4.9 Cone of Silence**

**4.9.1.** Pursuant to Section 32.10 of the City Code, there shall be no communication related to this RFP between Proposer, including any lobbyist or any other Person on behalf of Proposer, and any member of the City Commission, or any member of the Selection Committee or Protest Committee (starting from the appointment of that Protest Committee Member), if any.

**4.9.2.** The cone of silence shall not apply to written or oral communications with legal counsel for the CITY.

**4.9.3.** This Section shall not prohibit any person from:

- A.** Making public presentations to the Selection Committee or Protest Committee, or to the City Commission, during any public meeting related to this RFP;
- B.** Engaging in contract negotiations at a meeting of the Selection Committee, or with the City Commission during a public meeting; or
- C.** Communicating in writing with the person designated in this RFP as the contact person for clarification or information related to this RFP. The written communication, including any response thereto, shall be provided to any Proposer that has submitted a proposal.
- D.** A cone of silence shall begin when first publicly noticed, and shall terminate upon execution of this Agreement, a decision by the City Commission to reject all proposals, or the taking of other action that ends this RFP solicitation.
- E.** Any action in violation of this Section shall be cause for disqualification of the Proposer. The determination of a violation shall be made by the City Commission.

**4.10 Estimated Schedule**

The CITY anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the CITY.

Request for Proposals Legal Advertisement	November 30, 2013
Mandatory Pre-Proposal Meeting	December 10, 2013
Last Date for Submittal of Written Questions Prior to Proposal Due Date	December 23, 2013
Proposals Due	December 30, 2013
Selection Committee Ranking	TBA
City Commission Ratifies or Alters Selection Committee's Ranking, and Award of Agreement	TBA

[END OF SECTION]

## **SECTION 5 – QUALIFICATION FORMS**

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 1  
CONTRACTOR'S STATEMENT OF ORGANIZATION**

1. Full Name of CONTRACTOR:

\_\_\_\_\_

Principal Business Address, Phone and Fax Numbers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Principal Contact Person(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Form of CONTRACTOR (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

\_\_\_\_\_

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of CONTRACTOR. Provide proof of the ability of the individuals so named to legally bind the CONTRACTOR.

Name

Address

Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_  
Month Day Year

If a Joint Venture or Partnership, date of Agreement: \_\_\_\_\_

Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If other than a corporation or partnership, describe organization and name of principals:

\_\_\_\_\_

5. Indicate the number of years the Proposer has had successful experience providing in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston.

Years: \_\_\_\_\_

6. List all CONTRACTORS participating in this project (including subcontractors, etc.):

Name	Address	Title
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

7. Outline specific areas of responsibility for each CONTRACTOR listed in Question 6.

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

8. County or Municipal Business Tax Receipt No.

\_\_\_\_\_  
(Attach Copy)

Social Security or Federal ID No.

\_\_\_\_\_

9. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Have you ever failed to complete any work awarded to you? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, note when, where and why.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

12. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last 5 years?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last 5 years?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a separate sheet of explanation.

18. On a separate sheet, describe the management systems and reporting systems that your organization will utilize to perform the services described in this RFP.

19. Bank Reference:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

**FORM 2  
PERSONNEL**

For all principals of the CONTRACTOR and key personnel providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the CONTRACTOR.

---

- A. Name and Title
  
- B. Years Experience with:
  - This CONTRACTOR:
  
  - With Other Similar CONTRACTORS:
  
- C. Education:
  - Degree(s)
  
  - Year/Specialization
  
- D. Professional References: (List a minimum of 3)
  
- E. Other Relevant Experience and Qualifications
  
- F. List specifically the number of crew that will be assigned to provide services, if awarded the Agreement, and identify their respective tasks.
  
- G. Attach applicable licenses/training for each individual performing services pursuant to this Agreement.

**FORM 2**  
Continued

**EMERGENCY (CALLOUT) RESPONSE PLAN**  
Pursuant to section 2.2(c)

**[ATTACH/INSERT HERE]**



**FORM 4  
REFERENCES**

The CONTRACTOR shall furnish references for providing maintenance services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston: Use additional sheets if necessary.

1. Name of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Description of Service and Price: \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Date of Completion or if not completed yet, anticipated date of completion:  
\_\_\_\_\_ and percentage of project completed \_\_\_\_\_  
If completed, percentage of the cost of the work performed with your own  
forces: \_\_\_\_\_

2. Name of Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Description of Service and Price: \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_  
Date of Completion or if not completed yet, anticipated date of completion:  
\_\_\_\_\_ and percentage of project completed \_\_\_\_\_

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

3. Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Description of Service and Price: \_\_\_\_\_

\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Date of Completion or if not completed yet, anticipated date of completion: \_\_\_\_\_ and percentage of project completed \_\_\_\_\_

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

4. Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Description of Service and Price: \_\_\_\_\_

\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Date of Completion or if not completed yet, anticipated date of completion: \_\_\_\_\_ and percentage of project completed \_\_\_\_\_

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

**FORM 4**  
Continued

**CONTRACTOR LICENSE [ATTACH/INSERT  
COPY OF LICENSE HERE]**

**FORM 5  
PRICING and EQUIPMENT**

The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, safety and as outlined in the contract documents to perform Maintenance of Stormwater and Sanitary Sewer Facilities in accordance with the scope of work. Quantity listed is an estimated annual quantity.

**Table 5-1 - Pricing**

<u>Item No.</u>	<u>Description of Item</u>	<u>UOM</u>	<u>Quantity</u>	<u>Price</u>
1	Inspection of stormwater catch basins, inlets, weirs, and manholes, unit price per structure,	Each	850	
2	Cleaning of stormwater catch basins, inlets, and manholes and associated pipe to downstream structure, unit price per structure,	Each	850	
3	Cleaning of sanitary sewer manhole and associated pipe to downstream structure (6" – 36') price each,	Each	1600	
4	Cleaning of sanitary sewer manhole and associated pipe to lift Station (6" – 36') price each,	Each	35	
5	Cleaning of Pipe (over 36" nominal diameter), price per linear foot,	L.F.	1000	
6	Cleaning of Lift Stations, price per lift station	Each	35	
7	Vacuum Truck service, with two operators, Price per hour (M-F, 7am to 5pm)	Hr.	500	
8	Vacuum Truck service, with two operators, Price per hour (all other hours)	Hr.	100	
9	Closed Circuit Televising of Pipe (CCTV) 6" to 36", price per linear foot,	L.F.	2000	
10	Purchase and installation of catch basin grates, manhole lids, expressed as a percentage over manufacturer price,	% over list price	10	

**FORM 5**  
Continued

The CONTRACTOR shall list the equipment to be used on this project and demonstrate that this equipment is owned or leased (Attach supporting documents).

**Table 5-2 - Equipment**

<b><u>Item No.</u></b>	<b><u>Description of Equipment</u></b> (Type of Equipment, Chassis Manufacturer/ Body Manufacturer/ Year)	<b>Owned/Leased</b> (circle one)
		Owned/Leased

**FORM 6  
NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other CONTRACTOR, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other CONTRACTOR, firm, or person to fix the price or prices in the attached RFP, or of any other CONTRACTOR, or to fix any overhead, profit or cost element of the Proposal or the response of any other CONTRACTOR, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the proposed Agreement; and

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**FORM 6**  
**NON-COLLUSION AFFIDAVIT**  
Continued

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_ (CORPORATE SEAL)  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally known to me \_\_\_\_\_ OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 7  
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby

certifies that \_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 work place, the business's 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 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 employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 7  
DRUG-FREE WORKPLACE  
(CONTINUED)**

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 CONTRACTOR complies fully with the above requirements.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally known to me \_\_\_\_ OR  
has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 8  
ACKNOWLEDGMENT OF ADDENDA**

The CONTRACTOR hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of this RFP. In the event the CONTRACTOR fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 9  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the CONTRACTOR that has submitted the attached Proposal;

2. a. Below is a list and description of any relationships, professional, financial or otherwise that CONTRACTOR may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

b. Additionally, the CONTRACTOR agrees and understands that Proposer shall give the CITY written notice of any other relationships professional, financial or otherwise that CONTRACTOR enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 9  
INDEPENDENCE AFFIDAVIT  
(CONTINUED)**

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by

\_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally known to me \_\_\_\_\_ OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 10  
CERTIFICATION TO ACCURACY OF PROPOSAL**

CONTRACTOR, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the CONTRACTOR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 10  
CERTIFICATION TO ACCURACY OF PROPOSAL  
(CONTINUED)**

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013,

by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally known to me \_\_\_\_\_ OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 11  
PROPOSAL SECURITY**

All proposals shall be accompanied by a Proposal Security in the form of a bond issued by the Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, in full accordance with the qualifications set forth in Section 2.6 of the RFP, or in the alternative, a cashier's check drawn on a bank authorized to do business in Florida, payable to the City of Weston. The amount of the proposal security shall be ten thousand dollars (\$10,000.00).

**ATTACH CASHIER'S CHECK OR PROPOSAL BOND HERE**

**FORM 12  
SAMPLE PERFORMANCE & PAYMENT BOND**

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address):

**SURETY** (name and principal place of business):

---

---

---

---

---

---

---

---

**OWNER:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326

**CONTRACT**

Date:

---

Amount:

---

Description (name and location):

Maintenance of Stormwater and Sanitary Sewer Facilities

Location: City-wide

City RFP No.

2013-18

**BOND**

Date (not earlier than

Contract

Date):

---

Amount:

---

Modifications to this Bond:

None \_\_\_\_\_

See Page(s) \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(Any additional signatures please include at the end of page 5)

**FLORIDA RESIDENT AGENT**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

1. The CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - (A) The Owner has notified the CONTRACTOR and the Surety at its address described in paragraph 10 below that the Owner is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a CONTRACTOR Default; and

- (B) The Owner has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty (20) days after the CONTRACTOR and the Surety have received; and
  - (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a CONTRACTOR selected to perform the Contract in accordance with the terms of the Contract with the Owner.
4. When the Owner has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the CONTRACTOR, with consent of the Owner, to perform and complete the Contract; or
  - (B) Undertake to perform and complete the Contract itself, through its agents or through independent CONTRACTORS; or
  - (C) Obtain bids or negotiated proposals from qualified CONTRACTORs acceptable to the Owner for a Contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the Owner and the CONTRACTOR selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Contract, and the Balance of the Contract Price incurred by the Owner resulting from the CONTRACTOR's default; or
  - (D) Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to the Owner and with reasonable promptness under the circumstances:
    - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
    - 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, on in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To

the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the

Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the CONTRACTOR for correction of defective work and completion of the Contract;
  - (B) Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - (C) Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the Owner or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## DEFINITIONS

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the CONTRACTOR under the Contract after all proper adjustments have been made including allowance to the CONTRACTOR of any amounts received or to be

received by the Owner in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

- (B) **Contract:** The agreement between the Owner and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- (C) **CONTRACTOR Default:** Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- (D) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**END OF SAMPLE PERFORMANCE & PAYMENT BOND**

**FORM 13  
SAMPLE RANKING FORM**

**CONTRACTOR**

**A**

**B**

**C**

**D**



**Selection Committee Member:** \_\_\_\_\_

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

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

## **SECTION 6 – AGREEMENT**

The agreement located in this Section of the RFP for Maintenance of Stormwater and Sanitary Sewer Facilities is the form of the agreement that will be utilized with the successful CONTRACTOR. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

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**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND  
\_\_\_\_\_  
FOR  
MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES  
RFP NO. 2013-18**

This Agreement, is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Weston, a Florida municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR") for services related to Maintenance of Stormwater and Sanitary Sewer Facilities ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, solicited proposals from contractors to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONTRACTOR to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, on \_\_\_\_\_, the CITY enacted Resolution No. \_\_\_\_\_, which ratified or altered the ranking of Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities and authorized the appropriate City officials to execute an agreement with the number one ranked CONTRACTOR \_\_\_\_\_; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

## **SECTION 1. SCOPE OF SERVICES**

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities dated \_\_\_\_\_, ("RFP"), attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".
- 1.2** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

## **SECTION 2. TERM**

- 2.1** The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until March 31, 2017.
- 2.2** After the initial term, the Contract may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

## **SECTION 3. COMPENSATION**

- 3.1** The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit "C", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2** CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- 3.3 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by the CITY in its sole discretion.
- 3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 3.6 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- 3.7 On April 1, 2014 and on April 1 of each subsequent year, all hourly rates and fees described in the Agreement and Exhibit hereto shall be increased by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement.

#### **SECTION 4. TERMINATION**

- 4.1 This Agreement may be terminated by the City Manager upon 24 hours notice as the City Manager deems appropriate.  
  
This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain

from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

- 4.4 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.1 of this Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than provided herein, or for any consequential or incidental damages.

## **SECTION 5. INDEMNIFICATION**

- 5.1 CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- 5.2 CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3 CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 5.4 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision,

and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

- 5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

## **SECTION 6. INSURANCE**

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP.

## **SECTION 7. MISCELLANEOUS**

- 7.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- 7.2 **Audit and Inspection Rights and Retention of Records.** CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry

in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

- 7.3 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- 7.4 Public Entity Crime Act.** CONTRACTOR represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.
- 7.5 Independent CONTRACTOR.** CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or

agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

**7.6 Third Party Beneficiaries.** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**7.7 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY: John R. Flint, City Manager  
Weston City Hall  
17200 Royal Palm Boulevard  
Weston, Florida 33326

With a copy to:  
Jamie Alan Cole, Esq.  
City Attorney  
Weiss Serota Helfman Pastoriza  
Cole & Boniske, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7.8 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. In addition, CONTRACTOR shall not subcontract any portion of the work required by

this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such sub- contractors shall be included in the Proposal. If additional sub-contractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such sub- contractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize sub- contractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such sub-contractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 7.11 Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such

provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue; Attorney's Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein 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, the parties agree 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 no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

- 7.19 **Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 **Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 **Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 **Public Records.** CONTRACTOR acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Owner's contracts, pursuant to the provisions of Chapter 119, Florida Statutes. CONTRACTOR agrees to maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONTRACTOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, CONTRACTOR, whether finished or unfinished, shall become the property of Owner and shall be delivered by CONTRACTOR to the City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by CONTRACTOR shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Upon termination of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any

compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR 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 are accurate, complete, and current at the time of contracting.
- 7.27 Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.
- 7.28 Default.** In the event of a default by the CONTRACTOR, the CONTRACTOR shall be liable for all damages resulting from the default. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**AGREEMENT BETWEEN THE CITY OF WESTON, AND \_\_\_\_\_ FOR MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_ day of \_\_\_\_\_, 2013; and \_\_\_\_\_ authorized to execute same, through its \_\_\_\_\_.

**CITY OF WESTON, through its City Commission**

ATTEST:

By: \_\_\_\_\_  
Daniel J. Stermer, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

By: \_\_\_\_\_  
John R. Flint, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved as to form and legality for the use of and reliance by the City of Weston only:

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney

\_\_\_\_\_ day of \_\_\_\_\_, 2013

**(CITY SEAL)**

WITNESSES:

**CONTRACTOR, \_\_\_\_\_**

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2013

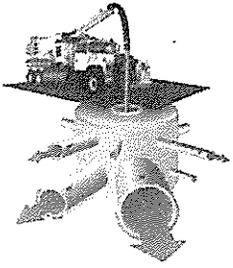
\_\_\_\_\_  
Print Name

**(CORPORATE SEAL)**



**CHAPTER 3 – CONTRACTOR’S RFP PROPOSAL**  
**(EXHIBIT “B”)**

Request for Proposals No. 2013-18 for  
Maintenance of Stormwater and Sanitary Sewer Facilities  
Published on: November 30, 2013



# A & A Drainage & Vac Services, Inc.

December 3<sup>rd</sup>, 2013

The purpose of this letter is to acknowledge my company's intent to submit to and offer services to the City of Weston under contract RFP # 2013-18. I am the president and authorized person to set and contract with your city. The prices in my RFP are good for 6 months.

Respectfully submitted,

---

James Scrima (President)

**FORM 1  
CONTRACTOR'S STATEMENT OF ORGANIZATION**

1. Full Name of CONTRACTOR:

A&A DRAINAGE & VAC SERVICES, INC.

Principal Business Address, Phone and Fax Numbers:

13846 NW 14 ST.

PEMBROKE PINES, FLORIDA 33028

(954) 680-0294 (954) 602-1160

2. Principal Contact Person(s):

JAMES SCRIMA

3. Form of CONTRACTOR (Corporation, Partnership, Joint Venture, Other):

CORPORATION

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of CONTRACTOR. Provide proof of the ability of the individuals so named to legally bind the CONTRACTOR.

Name	Address	Title
<u>JAMES SCRIMA</u>	<u>13846 NW 14 ST. P. PINES</u>	<u>PRESIDENT</u>

If a corporation, in what state incorporated: FLORIDA

Date Incorporated: 01 26 2000  
Month Day Year

If a Joint Venture or Partnership, date of Agreement: N/A

Name and address of all partners (state whether general or limited partnership):

N/A  
\_\_\_\_\_  
\_\_\_\_\_

If other than a corporation or partnership, describe organization and name of principals:

N/A  
\_\_\_\_\_

5. Indicate the number of years the Proposer has had successful experience providing in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston.  
Years: 8

6. List all CONTRACTORS participating in this project (including subcontractors, etc.):

Name	Address	Title
1. <u>A SA DRAINAGE</u>	<u>13846 NW 14 ST (JAMES SCRIMA)</u>	<u>PRESIDENT</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

7. Outline specific areas of responsibility for each CONTRACTOR listed in Question 6.

1. ALL PORTIONS OF CONTRACT  
\_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

8. County or Municipal Business Tax Receipt No.  
130542 / 180-251583 & 182-21763  
(Attach Copy)

Social Security or Federal ID No.

650981530

9. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

STATE OF FLORIDA GENERAL CONTRACTOR # CBC1259174  
STATE OF FLORIDA LICENSED PLUMBER # CFC1428700

10. Have you ever failed to complete any work awarded to you? Yes \_\_\_\_\_ No    
If so, note when, where and why.

N/A

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract?

Yes \_\_\_\_\_ No  If yes, attach a separate sheet of explanation.

12. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes \_\_\_\_\_ No  If yes, attach a separate sheet of explanation.

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the CITY?

Yes \_\_\_\_\_ No  If yes, attach a separate sheet of explanation.

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes \_\_\_\_\_ No  If yes, attach a separate sheet of explanation.

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes \_\_\_\_\_ No  If yes, attach a separate sheet of explanation.

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last 5 years?

Yes \_\_\_\_\_ No  If yes, attach a separate sheet of explanation.

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last 5 years?

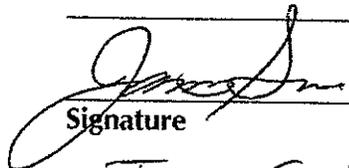
Yes \_\_\_\_\_ No  If yes, attach a separate sheet of explanation.

18. On a separate sheet, describe the management systems and reporting systems that your organization will utilize to perform the services described in this RFP.

19. Bank Reference:

BANK OF AMERICA

Wells Fargo

  
Signature

President  
Title

JAMES SCRINA  
Name

12/3/2013  
Date

Answer to #18 on page 38 of 76

Our company will utilize arc gis /arch pad 10 or higher to gather and enter information pertaining to all storm drains. To include but not limited to structure number, grate, sump, silt, damage, cleaning and repairs.

Our company will utilize a gps system in each vehicle to show history of any call going back (6) six months from the date requested.

All invoicing will be recorded using Quickbooks which will allow for researching of prior invoices.

**FORM 2  
PERSONNEL**

For all principals of the CONTRACTOR and key personnel providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the CONTRACTOR.

---

- A. Name and Title
  
- B. Years Experience with:
  - This CONTRACTOR:
  
  - With Other Similar CONTRACTORS:
  
- C. Education:
  - Degree(s)
  
  - Year/Specialization
  
- D. Professional References: (List a minimum of 3)
  
- E. Other Relevant Experience and Qualifications
  
- F. List specifically the number of crew that will be assigned to provide services, if awarded the Agreement, and identify their respective tasks.
  
- G. Attach applicable licenses/training for each individual performing services pursuant to this Agreement.

---

## ▶ James Scrima

13846 NW 14<sup>th</sup> Street  
Pembroke Pines 33028  
Phone: (954) 680-0294  
E-mail: jim@a-a.co  
Website: www.a-a.co

- A. President of A&A Drainage & Vac. Services, Inc.
  - B. 14 years of experience in the storm drain and sewer line cleaning business
  - C. **Education:** High school graduate with some college  
Certified in law enforcement with 23 years of experience  
Illicit Discharge Detection & Elimination Investigation (IDDE)
  - D. **Professional references:**  
Assistant City Manager Danny Jones (561) 801-5462  
Attorney Ralph Ruocco (954) 290-7092  
Attorney Alan Sorota (954) 270-4665
  - E. Knowledge in arch pad, video inspections, repairs, service, inspections, storm and sewer systems. Performed services for the City of Cooper City, Coconut Creek, Coral Springs, Fort Lauderdale, Pembroke Pines, Southwest Ranches, West Park and the City of Weston. My company is licensed as a plumber and general contractor.
  - F. Crew:  
Field supervisor- in charge of the day to day operations and insures that the work is performed to a high standard.  
Two driver's who's main task will be to insure that the truck and assigned work is completed.  
Three helper's who responsibility is to provide support to the driver's and city crew when working on a city project.
-

---

## ▶ Curtis Patterson

- A. Field Supervisor of A&A Drainage & Vac. Services, Inc.
  - B. 6 years of experience in the storm drain and sewer line cleaning business
  - C. **Education:** High school graduate with some college  
Illicit Discharge Detection & Elimination Investigation (IDDE)
  - D. **Professional references:**
    - James Scrima (954) 680-0294
    - Stanley Jacobs (954) 675-8112
    - Robert Valle (954) 214-9842
  - E. Knowledge in arch pad, video inspections, repairs, service, inspections, storm and sewer systems. Performed and supervised work for the the City of Cooper City, Coconut Creek, Coral Springs, Fort Lauderdale, Pembroke Pines, Southwest Ranches, West Park and the City of Weston and both large and small homeowners associations
  - F. Crew:
    - Myself as the field supervisor- I will be in charge of the day to day operations and insure that the work is performed to a high standard.
    - Two driver's who's main task will be to insure that the truck and assigned work is completed.
    - Three helper's who responsibility is to provide support to the driver's and city crew when working on a city project.
-

**BROWARD**

**COLLEGE**

**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention Act (SWPMA) compliance

# Certificate of Completion

**This certificate is presented to:**

James Scrima

Participant's Name

For successfully completing

Course Title: Illicit Discharge Detection and Elimination Investigation (IDDE)

Date: 08/29/13 and Duration of Course: 3.0 HR



Instructor

**BROWARD**  
COUNTY

**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention Act (SWP3A) compliance

# Certificate of Completion

**This certificate is presented to:**

Curtis Patterson

Participant's Name

For successfully completing

Course Title: Illicit Discharge Detection and Elimination Investigation (IDDE)

Date: 08/29/13 and Duration of Course: 3.0 Hr



Instructor

**BROWARD  
COUNTY**  
**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention NPDES MS4 compliance

# Certificate of Completion

**This certificate is presented to:**

William Bentz

Participant's Name

For successfully completing

Course Title: Illicit Discharge Detection and Elimination Investigation (IDDE)

Date: 08/29/13 and Duration of Course: 3.0 Hr

*Asw...*

Instructor

**BROWARD  
COUNTY**  
**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention NPDES MS4 compliance

# Certificate of Completion

**This certificate is presented to:**

Timothy Niles

Participant's Name

For successfully completing

Course Title: Illicit Discharge Detection and Elimination Investigation (IDDE)

Date: 08/29/13 and Duration of Course: 3.0 Hr



Instructor

**BROWARD**

**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention APPE'S MS4 compliance

# Certificate of Completion

**This certificate is presented to:**

**Anthony Barrientos**

Participant's Name

For successfully completing

Course Title: **Illicit Discharge Detection and Elimination Investigation (IDDE)**

Date: 08/29/13 and Duration of Course: 3.0 Hr



Instructor

**BROWARD**

**COLLEGE**  
**FLORIDA**

Environmental Protection and Growth Management  
Development and Environmental Regulation

Storm Water Pollution Prevention Act (SWPMA) Compliance

# Certificate of Completion

**This certificate is presented to:**

**Anthony Primavera**

Participant's Name

For successfully completing

Course Title: Illicit Discharge Detection and Elimination Investigation (IDDE)

Date: 08/29/13 and Duration of Course: 3.0 Hr



Instructor

**FORM 2**  
Continued

**EMERGENCY (CALLOUT) RESPONSE PLAN**  
Pursuant to section 2.2(c)

**[ATTACH/INSERT HERE]**

A & A Drainage emergency response plan is as follows. We plan on parking (2) two Vac. trucks at the cities public works facility. In the event that an emergency occurs, city personal will contact the owner James Scrima at (954) 680-0294 or field Supervisor Curtis Patterson (954) 243-8964. This call will prompt an immediate response to public works then the work site. The trucks will have a full tank of full water for jetting stored in the onboard storage tanks.

With two separate trucks if additional assistance is needed the second truck will already be inside the city and the second driver will report immediately to the job site.

**FORM 3  
SUB-CONTRACT SERVICES LIST**

In the space below, list the type of services that will be subcontracted by the CONTRACTOR on this project:

*All services will be done by our personnel (A&A  
Drainage & UAC Services, Inc.)*

FORM 4  
REFERENCES

The CONTRACTOR shall furnish references for providing maintenance services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston: Use additional sheets if necessary.

1. Name of Entity: CITY OF WESTON  
Address: 2599 SOUTH POST ROAD  
WESTON, FL 33327  
Phone Number: (954) 385-2600  
Principal Contact Person(s): RICH ROPKE OR DAVID DUNE  
Description of Service and Price: REPAIRS, VIDEO, STORM DRAIN CLEANING \$700,  
SEWER CLEANING \$400, LIFTSTATION CLEANING \$500, INSPECTIONS \$4100  
Year Contract Initiated: 2007  
Date of Completion or if not completed yet, anticipated date of completion:  
\_\_\_\_\_ and percentage of project completed ONGOING PROJECT  
If completed, percentage of the cost of the work performed with your own  
forces: \_\_\_\_\_

2. Name of Entity: CITY OF COOPER CITY  
Address: 9070 SW 51ST STREET  
COOPER CITY, FL 33328  
Phone Number: (954) 675-8112  
Principal Contact Person(s): JAKE JACOBS  
Description of Service and Price: STORM DRAIN CLEANING 9000, REPAIRS  
Year Contract Initiated: 2008  
Date of Completion or if not completed yet, anticipated date of completion:  
\_\_\_\_\_ and percentage of project completed ONGOING PROJECT

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

3. Name of Entity: CITY OF Sunny Isles

Address: 18070 COLLINS AVENUE  
Sunny Isles Beach, FL 33160

Phone Number: (786) 202-7391

Principal Contact Person(s): ROB

Description of Service and Price: STORM DRAIN CLEANING \$9000

Year Contract Initiated: 2010

Date of Completion or if not completed yet, anticipated date of completion: \_\_\_\_\_ and percentage of project completed ON GOING PROJECT

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

4. Name of Entity: CITY OF Ft Lauderdale

Address: 100 N ANDREWS AVENUE  
Fort Lauderdale, FL 33301

Phone Number: (954) 914-4575

Principal Contact Person(s): MARK DALMAVIN

Description of Service and Price: STORM DRAIN CLEANING \$1

Year Contract Initiated: 2012

Date of Completion or if not completed yet, anticipated date of completion: \_\_\_\_\_ and percentage of project completed ONGOING PROJECT

If completed, percentage of the cost of the work performed with your own forces: \_\_\_\_\_

**FORM 4**  
Continued

**CONTRACTOR LICENSE**

**[ATTACH/INSERT COPY OF LICENSE HERE]**

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation****A & A DRAINAGE & VAC SERVICES, INC.****Filing Information**

<b>Document Number</b>	P00000010613
<b>FEI/EIN Number</b>	650981530
<b>Date Filed</b>	01/26/2000
<b>State</b>	FL
<b>Status</b>	ACTIVE

**Principal Address****13846 NW 14 STREET  
PEMBROKE PINES, FL 33028****Changed: 01/03/2011****Mailing Address****13846 NW 14 STREET  
PEMBROKE PINES, FL 33028****Changed: 01/03/2011****Registered Agent Name & Address****SCRIMA, JAMES  
13846 NW 14 STREET  
PEMBROKE PINES, FL 33028****Address Changed: 01/05/2005****Officer/Director Detail****Name & Address****Title P****SCRIMA, JAMES  
13846 NW 14 STREET  
PEMBROKE PINES, FL 33028**

ACCOUNT-NO: 20120297/01  
RECEIPT-NO: 130542

RECEIPT-YEAR: OCTOBER 1, 2013 thru SEPTEMBER 30, 2014

BUS-NAME : A & A DRAINAGE & VAC SERVICES, INC.  
BUS-ADDR : 13846 NW 14 STREET  
PEMBROKE PINES FL 33028

NOTICE



In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS-DESCR : RESTRICTED-STROM DRAIN CLEANING

RECEIPT-TYPE: RESTRICTED LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
UNC UNCLASSIFIED	0	10/01/2013		P/Pines

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014**

**DBA:**  
**Business Name:** A & A DRAINAGE & VAC SERVICES INC

**Receipt #:** 180-251583  
**Business Type:** GENERAL CONTRACTOR (CERT  
BUILDING CONTRACTOR)

**Owner Name:** DIMATTINA, THOMAS R  
**Business Location:** 13846 NW 14 ST  
PEMBROKE PINES

**Business Opened:** 10/16/2012  
**State/County/Cert/Reg:** CBC1259174  
**Exemption Code:**

**Business Phone:** 954-680-0294

Rooms                      Seats                      Employees                      Machines                      Professionals

7

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

A & A DRAINAGE & VAC SERVICES INC  
13846 NW 14 ST  
PEMBROKE PINES, FL 33068

**Receipt #** 01A-12-00011567  
**Paid** 08/21/2013 27.00

**2013 - 2014**



LC# 6459997

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12101500764

DATE	BATCH NUMBER	LICENSE NBR
10/15/2012	120159723	CFC1428700

The PLUMBING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

DIMATTINA, THOMAS R  
A & A DRAINAGE & VAC SERVICES, INC.  
5722 S FLAMINGO ROAD  
COOPER CITY FL 33330

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

THIS DOCUMENT HAS A COLORED BACKGROUND - MICROPRINTING - LINEMARK™ PATENTED PAPER

LC# 6459994

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12101500761

DATE	BATCH NUMBER	LICENSE NBR
10/15/2012	120167559	CBC1259174

The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

DIMATTINA, THOMAS R  
A & A DRAINAGE & VAC SERVICES, INC.  
5722 S FLAMINGO ROAD  
COOPER CITY FL 33330

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

11:25:35 PM 12/12/2013

**Data Contained In Search Results Is Current As Of 12/12/2013 11:23 PM.**

**Search Results**

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Building Contractor	<u><a href="#">A &amp; A DRAINAGE &amp; VAC SERVICES, INC.</a></u>	DBA	CBC1259174 Cert Building	Current, Active 08/31/2014
Main Address*: 5722 S FLAMINGO ROAD COOPER CITY, FL 33330				
Certified Plumbing Contractor	<u><a href="#">A &amp; A DRAINAGE &amp; VAC SERVICES, INC.</a></u>	DBA	CFC1428700 Cert Plumbing	Current, Active 08/31/2014
Main Address*: 5722 S FLAMINGO ROAD COOPER CITY, FL 33330				
Construction Business Information	<u><a href="#">A &amp; A DRAINAGE &amp; VAC SERVICES, INC.</a></u>	Primary	Business Info	Current
Main Address*: 13846 NW 14 ST PEMBROKE PINES, FL 33028				
Construction Financial Officer	<u><a href="#">A &amp; A DRAINAGE &amp; VAC SERVICES, INC.</a></u>	DBA	FRO5379 Fin Officer	Current



Water and Wastewater Services  
2401 North Powerline Road, Pompano Beach, Florida 33069

## SEPTAGE RECEIVING FACILITY

### WASTE HAULER DISCHARGE PERMIT

Permit Number 1160-13

In accordance with the provisions of § Broward County Sewer Use Ordinance Chapter 34-140 (e) the conditions accompanying this Permit, and all applicable Federal and state laws or regulations, permission is hereby granted to:

**Name of Permittee:** A & A Drainage & Vac Services, Inc.

**Address:** 19606 SW 69 Place

**City, State & Zip:** Pembroke Pines, FL 33332

For the disposal of waste at the Broward County Septage Receiving Facility located at 3100 N. Powerline Road, Pompano Beach, Broward County, FL 33069.

This Permit is based on information provided by the permittee and is in effect for the period set forth below. The Permit may be suspended or revoked for noncompliance and is not transferable. If no objection to this permit is received within 15 days of receipt, A & A Drainage & Vac Services, Inc. will be deemed to have accepted it with all the terms and conditions.

Effective date: 5/30/2013

Expiration date: 9/30/2014

Terry J. Karda, Water and Wastewater Operations Division, Division Director  
Broward County Water and Wastewater Services (BCWWS)

Prepared by: Babu M. John  
Prepared Date: June 13, 2013

Filing deadline for renewal is: July 31, 2014



Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and  
Small Business Development

*This Certificate is Awarded to:*

**A & A DRAINAGE & VAC SERVICES, INC.**

As set forth in the Broward County Business Opportunity Act of 2012, the certification requirements have been met for:

**County Business Enterprise  
Small Business Enterprise  
Anniversary Date: August 28<sup>th</sup>**

*[Signature]*

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)

FORM 11  
PROPOSAL SECURITY

All proposals shall be accompanied by a Proposal Security in the form of a bond issued by the Surety authorized to transact business in the State of Florida, having a resident agent in the State of Florida, in full accordance with the qualifications set forth in Section 2.6 of the RFP, or in the alternative, a cashier's check drawn on a bank authorized to do business in Florida, payable to the City of Weston. The amount of the proposal security shall be ten thousand dollars (\$10,000.00).

ATTACH CASHIER'S CHECK OR PROPOSAL BOND HERE

Bank of America

Cashier's Check

No. 1565000533

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 12/30/13 09:42:05 AM

WESTON COMMONS

0005 0000956 0108

NTX

Pay

BANK OF AMERICA ONE ZERO ZERO ZERO ZERO CTSCTS

\*\*\*\$10,000.00

To The Order Of CITY OF WESTON  
RFP NO. 2013-18

Remitter (Purchased By): JAMES A SCRIMA

Bank of America, N.A.  
SAN ANTONIO, TX

*[Signature]*  
AUTHORIZED SIGNATURE

⑈ 1565000533⑈ ⑆ 114000019⑆ 001641001973⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

**FORM 12**  
**SAMPLE PERFORMANCE & PAYMENT BOND**

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

**CONTRACTOR** (name and address):

**SURETY** (name and principal place of business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

City of Weston  
17200 Royal Palm Blvd.  
Weston, Florida 33326

**CONTRACT**

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

Amount: \_\_\_\_\_

Description (name and location): Maintenance of Stormwater and Sanitary Sewer Facilities  
Location: City-wide  
City RFP No. 2013-18

**BOND**

Date (not earlier than Contract Date): \_\_\_\_\_

Amount: \_\_\_\_\_

Modifications to this Bond: None \_\_\_\_\_ See Page(s) \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature \_\_\_\_\_ *N/A*

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Any additional signatures please include at the end of page 5)

**FLORIDA RESIDENT AGENT**

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

1. The CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - (A) The Owner has notified the CONTRACTOR and the Surety at its address described in paragraph 10 below that the Owner is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a CONTRACTOR Default; and

- (B) The Owner has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty (20) days after the CONTRACTOR and the Surety have received; and
  - (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a CONTRACTOR selected to perform the Contract in accordance with the terms of the Contract with the Owner.
4. When the Owner has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the CONTRACTOR, with consent of the Owner, to perform and complete the Contract; or
  - (B) Undertake to perform and complete the Contract itself, through its agents or through independent CONTRACTORS; or
  - (C) Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to the Owner for a Contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the Owner and the CONTRACTOR selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Contract, and the Balance of the Contract Price incurred by the Owner resulting from the CONTRACTOR's default; or
  - (D) Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to the Owner and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To

the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the

Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the CONTRACTOR for correction of defective work and completion of the Contract;
  - (B) Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - (C) Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the Owner or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### DEFINITIONS

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the CONTRACTOR under the Contract after all proper adjustments have been made including allowance to the CONTRACTOR of any amounts received or to be

received by the Owner in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

- (B) **Contract:** The agreement between the Owner and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- (C) **CONTRACTOR Default:** Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- (D) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature

Signature

Name

Name

Title

Title

**END OF SAMPLE PERFORMANCE & PAYMENT BOND**

**FORM 13  
SAMPLE RANKING FORM**

<b>CONTRACTOR</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
-------------------	----------	----------	----------	----------

**Evaluation Criteria**

1. CONTRACTOR'S qualifications  
(Including financial ability to perform services) (30 points)

	_____	_____	_____	_____
--	-------	-------	-------	-------

2. CONTRACTOR'S Experience  
(25 points)

	_____	_____	_____	_____
--	-------	-------	-------	-------

3. Cost to the City (25 points)

	_____	_____	_____	_____
--	-------	-------	-------	-------

4. Qualifications of key employees  
(20 points)

	_____	_____	_____	_____
--	-------	-------	-------	-------

**Total (out of 100)**

	_____	_____	_____	_____
--	-------	-------	-------	-------

**FINAL RANKING**

	_____	_____	_____	_____
--	-------	-------	-------	-------

**Selection Committee Member:** \_\_\_\_\_

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

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

## **SECTION 6 – AGREEMENT**

The agreement located in this Section of the RFP for Maintenance of Stormwater and Sanitary Sewer Facilities is the form of the agreement that will be utilized with the successful CONTRACTOR. The CITY reserves the right to award or not to award the Agreement in the best interests of the CITY.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT  
BETWEEN THE  
CITY OF WESTON  
AND**

---

**FOR**

**MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES**

**RFP NO. 2013-18**

This Agreement, is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Weston, a Florida municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR") for services related to Maintenance of Stormwater and Sanitary Sewer Facilities ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, the CITY, solicited proposals from contractors to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, Proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the City Commission has selected the CONTRACTOR to perform Maintenance of Stormwater and Sanitary Sewer Facilities; and

WHEREAS, on \_\_\_\_\_, the CITY enacted Resolution No. \_\_\_\_\_, which ratified or altered the ranking of Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities and authorized the appropriate City officials to execute an agreement with the number one ranked CONTRACTOR \_\_\_\_\_; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

## **SECTION 1. SCOPE OF SERVICES**

- 1.1** The CONTRACTOR must meet the requirements and perform the services identified in the Request for Proposals for Maintenance of Stormwater and Sanitary Sewer Facilities dated \_\_\_\_\_, ("RFP"), attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".
- 1.2** CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the RFP or in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

## **SECTION 2. TERM**

- 2.1** The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until March 31, 2017.
- 2.2** After the initial term, the Contract may be extended for two (2) additional three (3) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

## **SECTION 3. COMPENSATION**

- 3.1** The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit "C", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2** CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- 3.3 Notwithstanding any provision of this Agreement to the contrary, City Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by the CITY in its sole discretion.
- 3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by CITY.
- 3.6 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- 3.7 On April 1, 2014 and on April 1 of each subsequent year, all hourly rates and fees described in the Agreement and Exhibit hereto shall be increased by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement.

#### **SECTION 4. TERMINATION**

- 4.1 This Agreement may be terminated by the City Manager upon 24 hours notice as the City Manager deems appropriate.  
  
This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.
- 4.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain

from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

- 4.4** In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.1 of this Agreement. In no event shall the CITY be liable to CONTRACTOR for any additional compensation, other than provided herein, or for any consequential or incidental damages.

## **SECTION 5. INDEMNIFICATION**

- 5.1** CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- 5.2** CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by the CITY, to defend the CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3** CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Contract, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 5.4** CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision,

and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.

- 5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

## SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP.

## SECTION 7. MISCELLANEOUS

- 7.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- 7.2 **Audit and Inspection Rights and Retention of Records.** CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry

in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

**7.3 Policy of Non Discrimination.** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**7.4 Public Entity Crime Act.** CONTRACTOR represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONTRACTOR, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFP.

**7.5 Independent CONTRACTOR.** CONTRACTOR is an independent CONTRACTOR under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or



this Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such sub- contractors shall be included in the Proposal. If additional sub-contractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such sub- contractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation. CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize sub- contractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such sub-contractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 7.11 Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such

provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue; Attorney's Fees and Costs.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.
- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein 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, the parties agree 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 no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

- 7.19 Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 Public Records.** CONTRACTOR acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Owner's contracts, pursuant to the provisions of Chapter 119, Florida Statutes. CONTRACTOR agrees to maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. CONTRACTOR shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Owner. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, CONTRACTOR, whether finished or unfinished, shall become the property of Owner and shall be delivered by CONTRACTOR to the City Manager, at no cost to the Owner, within seven (7) days of termination of this Agreement. All such records stored electronically by CONTRACTOR shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Upon termination of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any

compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Owner.

- 7.25 Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR 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 are accurate, complete, and current at the time of contracting.
- 7.27 Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.
- 7.28 Default.** In the event of a default by the CONTRACTOR, the CONTRACTOR shall be liable for all damages resulting from the default. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

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**AGREEMENT BETWEEN THE CITY OF WESTON, AND \_\_\_\_\_ FOR MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ day of \_\_\_\_\_, 2013; and \_\_\_\_\_ authorized to execute same, through its \_\_\_\_\_.

**CITY OF WESTON, through its City Commission**

ATTEST:

By: \_\_\_\_\_  
Daniel J. Stermer, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Patricia A. Bates, MMC, City Clerk

By: \_\_\_\_\_  
John R. Flint, City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2013

Approved as to form and legality for the use of and reliance by the City of Weston only:

By: \_\_\_\_\_  
Jamie Alan Cole, City Attorney

\_\_\_\_\_ day of \_\_\_\_\_, 2013

**(CITY SEAL)**

WITNESSES:

**CONTRACTOR, \_\_\_\_\_**

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2013

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

**(CORPORATE SEAL)**

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**FORM 5  
PRICING and EQUIPMENT**

The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, safety and as outlined in the contract documents to perform Maintenance of Stormwater and Sanitary Sewer Facilities in accordance with the scope of work. Quantity listed is an estimated annual quantity.

Table 5-1 - Pricing

<u>Item No.</u>	<u>Description of Item</u>	<u>UOM</u>	<u>Quantity</u>	<u>Price</u>
1	Inspection of stormwater catch basins, inlets, weirs, and manholes, unit price per structure,	Each	850	\$ 30.00
2	Cleaning of stormwater catch basins, inlets, and manholes and associated pipe to downstream structure, unit price per structure,	Each	850	\$ 85.00
3	Cleaning of sanitary sewer manhole and associated pipe to downstream structure (6" – 36') price each,	Each	1600	\$ 100.00
4	Cleaning of sanitary sewer manhole and associated pipe to lift Station (6" – 36') price each,	Each	35	0
5	Cleaning of Pipe (over 36" nominal diameter), price per linear foot,	L.F.	1000	0
6	Cleaning of Lift Stations, price per lift station	Each	35	\$ 400.00
7	Vacuum Truck service, with two operators, Price per hour (M-F, 7am to 5pm)	Hr.	500	\$ 115.00
8	Vacuum Truck service, with two operators, Price per hour (all other hours)	Hr.	100	\$ 125.00
9	Closed Circuit Televising of Pipe (CCTV) 6" to 36", price per linear foot,	L.F.	2000	\$ 1.00
10	Purchase and installation of catch basin grates, manhole lids, expressed as a percentage over manufacturer price,	% over list price	10	\$ 185.00

FORM 5  
Continued

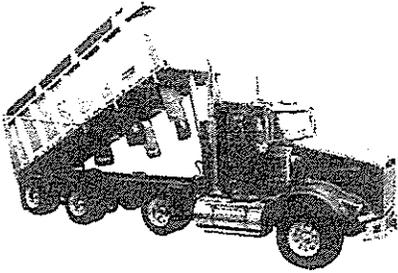
The CONTRACTOR shall list the equipment to be used on this project and demonstrate that this equipment is owned or leased (Attach supporting documents).

Table 5-2 - Equipment

<u>Item No.</u>	<u>Description of Equipment</u> (Type of Equipment, Chassis Manufacturer/ Body Manufacturer/ Year)	<u>Owned/Leased</u> (circle one)
1	1997 VACCON - FORD	<u>Owned</u> /Leased
2	1997-VACCON-FORD	<u>Owned</u> /Leased
3	1998 VACCON STIRLING	<u>Owned</u> /Leased
4	2001 VACCON STIRLING	<u>Owned</u> /Leased
5	2006 PUMP TRUCK. FREIGHTLINER	<u>Owned</u> /Leased

6 2004 INTERNATIONAL OWNED

7 2008 FORD SERVICE TRUCK - OWNED



# ACTION TRUCK AND EQUIPMENT USED TRUCKS

Tel: 786-419-3447 Tel: 305-636-5333  
Fax: 305-638-8002  
2025 N.W. 36 Street • Miami, FL 33142

STOCK No. \_\_\_\_\_  
No. de STOCK 6-4-13  
DATE \_\_\_\_\_  
FECHA \_\_\_\_\_  
SALESMAN \_\_\_\_\_  
VENDEDOR \_\_\_\_\_

RETAIL BUYERS ORDER  
ORDEN DE VENTA AL DETALLE

PURCHASER COMPRADOR	<u>A &amp; A Drainage &amp; Vac Services Trv.</u>		PHONE TELEFONO	<u>954-680-0294</u>
ADDRESS DIRECCION	<u>13846 NW 14th Street</u>		CITY CIUDAD	<u>Pembroke Pines</u>
ENTER MY OFFER FOR (HOW) YR. ENTRE MI OFERTA POR (UN) AÑO	<u>2001</u>	MAKE MARCA	<u>Sterling</u>	
I.D. No. No DE IDENTIFICACION	<u>2FZHATAK91AF86274</u>		TYPE TIPO	<u>TK</u>
			COLOR	<u>white</u>
			BASE PRICE PRECIO BASICO	<u>\$ 68,000.00</u>

**SOLD AS IS  
NO WARRANTY  
NO GUARANTEE**

BD.	\$	
LD.	\$	

## LIMITED WARRANTY

All cars sold or used are subject to the Magnuson-Moss Act and the merchandise is under limited Warranty. There are no Warranty expressed or implied on used cars sold by Action Truck & Equip., except the following used car warranty:

- 1) Automatic transmission, motor & rear end 50/50 30 days, after the delivery date.
- 2) No warranty applies to the rest of the car in any way.
- 3) To make full use of our Warranty, the buyer must bring the car at his own expense to our shop located at 2025 N.W. 36 St. Miami, Florida 33142
- 4) We are not responsible for any repair made by customer in any other place than our shop.

Todos los carros vendidos o usados están sujetos al Acta Magnuson-Moss y toda la mercancía está sujeta a una Garantía limitada.  
NO hay Garantía expresada o sugerida en carros usados vendidos por Action Truck & Equip. exceptuando esta Garantía para carros usados.

- 1) Transmisión Automática, motor y diferencial 50% 0 por 30 días después de la fecha de entrega.
- 2) Ninguna otra Garantía se le aplica al resto del carro en forma alguna.
- 3) Para hacer uso total de nuestra Garantía, el comprador traerá el carro a su propio riesgo y costo a nuestro taller, situado en 2025 N.W. 36 St. Miami, FL 33142
- 4) No somos responsables por cualquier reparación hecha por el cliente en otro taller que no sea el nuestro.

TOTAL INCLUDING ACCESSORIES TOTAL INCLUYENDO ACCESORIOS		<u>68,000</u>	<u>00</u>
LESS USED CAR ALLOWANCE MENOS CREDITO POR CARRO USADO			
CASH DIFFERENCE DIFERENCIA			
DEALER FEE	<u>\$175</u>	<u>00</u>	
AMOUNT TAXABLE TOTAL APLICABLE A IMPUESTOS	<u>4,080</u>	<u>00</u>	
PLUS SALES TAX MAS IMPUESTOS SOBRE VENTA			
PLUS TAG, TITLE & FEES GASTOS DE CHAPA Y TITULO			
PLUS USED CAR BALANCE OWED DEBE EN SU CARRO USADO			
CASH ON DELIVERY PAGO CONTRA ENTREGA			
UNPAID BALANCE OF CASH PRICE BALANCE DEL PRECIO TOTAL A PAGAR	<u>72,080</u>	<u>00</u>	

BUYER \_\_\_\_\_ Action Truck and Equipment  
Toda Venta al Credito lleva un recargo adicional de la Cia de Financiamiento

PHYSICAL DESCRIPTION OF TRADE-IN DESCRIPCION FISICA DEL CARRO A CAMBIAR		
YEAR AÑO	MAKE MARCA	MODEL MODELO
I.D. No. No. de IDENTIFICACION		
BALANCE OWE TO DEBE BALANCE A		
SPECIAL NOTES NOTAS ESPECIALES		
TIME BALANCE IN A PAGAR BALANCE EN		
BEGINNING COMENZANDO	\$	
	MONTHLY PAYMENTS AT \$ MENSUALIDADES DE \$	

For and in consideration of the sum of \$ \_\_\_\_\_ which you have this day credited to my account, I do hereby bargain, sell and deliver unto you one \_\_\_\_\_ automobila Model \_\_\_\_\_ Motor No. \_\_\_\_\_ I warrant this to said automobila to be in my name and that same is free from all debts except \$ \_\_\_\_\_ due \_\_\_\_\_ which amount you do assume, that I have a good right to sell and deliver the above automobila and that title and possession thereto I will warrant against the claim of all parties whatsoever except as above specified.

Por y en consideracion de la suma de \$ \_\_\_\_\_ la cual ha sido acreditada a mi cuenta, por suento negociamos, vendo y entrego un automobila \_\_\_\_\_ Modelo \_\_\_\_\_ No. de Motor \_\_\_\_\_ Yo garantizo que este automobila esta a mi nombre y que el mismo esta libre de toda deuda excepto \$ \_\_\_\_\_ pagadero en \_\_\_\_\_ deuda la cual usted asume. Que tengo el derecho de vender y entregar dicho automobila y que el titulo y posesion en adcion, estaran garantizados contra cualquier reclamacion de personas excepto por lo anteriormente mencionado.

On a cash transaction this offer is not valid unless signed and accepted by Dealer.  
On a credit transaction the purchaser(s) offer is not accepted and the transaction is not consummated until (a), approved in writing by Dealer and a responsible Bank of Finance Company and (b), all disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act.) have been given and (c), purchaser(s) and Dealer have signed an installment Sale Contract.

En una transaccion en dinero efectivo, esta oferta no sera valida sin haber sido aceptada y FIRMADA por el Dealer.  
En una transaccion de credito, la oferta del comprador(s) no sera aceptada y la transaccion no consumada hasta que (a), sea aprobada por escrito por el Dealer y un Banco o Compania de Financiamiento responsable y (b), todas las revelaciones requeridas por el Acta Federal de la Proteccion de Credito al Consumidor (Acta de Veracidad Prestamos) haya sido dada y (c), el Dealer y comprador(s) firmen un Contrato de Financiamiento.

WHITE / ORIGINAL BUYER SIGNATURE \_\_\_\_\_ PHONE 954-680-0294  
YELLOW / SELLER'S COPY FIRMA DEL COMPRADOR \_\_\_\_\_ TELEFONO  
PINK / BANK'S COPY ACCEPTED Action Truck And Equipment BY Michael Sanchez  
ACEPTADO \_\_\_\_\_ DEALER POR

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FDZW86E8VVA39237	1997	FORD	TK	15000		109175620

Registered Owner: \_\_\_\_\_ Date of Issue 06/20/2012



A&A DRAINAGE & VAC SERVICES  
 13846 NW 14TH ST  
 PEMBROKE PINES FL 33028

Lien Release  
 Interest in the described vehicle is hereby released  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

- IMPORTANT INFORMATION**
- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
  - Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
  - Remove your license plate from the vehicle.
  - See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>

Mail To:

A&A DRAINAGE & VAC SERVICES  
 13846 NW 14TH ST  
 PEMBROKE PINES FL 33028-3031



# CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number	Lien Release
1FDZW86E8VVA39237	1997	FORD	TK	15000		109175620	Interest in the described vehicle is hereby released
Prev. State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date	By
NC	WHI				PRIVATE		
Odometer Status or Vessel Manufacturer or OH use				Hull Material	Prop	Date of Issue	Date
EXEMPT						06/20/2012	

Registered Owner

A&A DRAINAGE & VAC SERVICES  
 13846 NW 14TH ST  
 PEMBROKE PINES FL 33028

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES



*Clayton B. Walden* Control Number 107029873

Clayton Boyd Walden  
 Director

*Julie Jones*

Julie L. Jones  
 Executive Director

**TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)**

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Seller Must Enter Selling Price: \_\_\_\_\_ Seller Must Enter Date Sold: \_\_\_\_\_

I We state that this  5 or  6 digit odometer now reads | | | | | | | | | | X | (no tenths) miles, date read \_\_\_\_\_ and I hereby certify that to the best of my knowledge the odometer reading:  
 1. reflects ACTUAL MILEAGE.  2. is IN EXCESS OF ITS MECHANICAL LIMITS.  3. is NOT THE ACTUAL MILEAGE.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.**

SELLER Must Sign Here: \_\_\_\_\_ CO-SELLER Must Sign Here: \_\_\_\_\_  
 Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_  
 Selling Dealer's License Number: \_\_\_\_\_ Tax No.: \_\_\_\_\_ Tax Collected: \_\_\_\_\_  
 Auction Name: \_\_\_\_\_ License Number: \_\_\_\_\_

PURCHASER Must Sign Here: \_\_\_\_\_ CO-PURCHASER Must Sign Here: \_\_\_\_\_  
 Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

**NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE**

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FDZS96K1WVA41470	1998	FORD	TK	14328		74922716

Registered Owner: A&A DRAINAGE & VAC SERVICES  
Date of Issue 09/13/2006

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028

Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Mail To:

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028-3031

IMPORTANT INFORMATION

- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
- Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
- Remove your license plate from the vehicle.
- See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>



# CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FDZS96K1WVA41470	1998	FORD	TK	14328		74922716

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
FL	WHI				PRIVATE	06/17/1998

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
EXEMPT			09/13/2006

Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Registered Owner

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028

1st Lienholder

NONE

DIVISION OF MOTOR VEHICLES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford  
Director

Control Number 80279498

Fred O. Dickinson, III  
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: \_\_\_\_\_ Address: \_\_\_\_\_

Seller Must Enter Selling Price: \_\_\_\_\_ Seller Must Enter Date Sold: \_\_\_\_\_

I/We state that this  3 or  6 digit odometer now reads: \_\_\_\_\_ (no tenths) miles, date read \_\_\_\_\_ and I hereby certify that to the best of my knowledge the odometer reading:  1. reflects ACTUAL MILEAGE.  2. is IN EXCESS OF ITS MECHANICAL LIMITS.  3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: \_\_\_\_\_ CO-SELLER Must Sign Here: \_\_\_\_\_

Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

Selling Dealer's License Number: \_\_\_\_\_ Tax No.: \_\_\_\_\_ Tax Collected: \_\_\_\_\_

Auction Name: \_\_\_\_\_ License Number: \_\_\_\_\_

PURCHASER Must Sign Here: \_\_\_\_\_ CO-PURCHASER Must Sign Here: \_\_\_\_\_

Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

NOTICE: \$10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE



Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1HTMRADL84H655552	2004	INTL	AM	6450		89482872



Registered Owner: \_\_\_\_\_ Date of Issue 10/17/2012

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028

Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

- IMPORTANT INFORMATION**
- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
  - Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
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  - See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:  
<http://www.fsmv.state.fl.us/html/titlinf.html>

Mail To:

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028-3031



# CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number	Lien Release
1HTMRADL84H655552	2004	INTL	AM	6450		89482872	Interest in the described vehicle is hereby released
Prev. State	Color	Primary Brand	Secondary Brand	No. of Brands	Use	Prev Issue Date	By _____
FL	RED				PRIVATE	12/22/2003	Title _____
Odometer Status or Vessel Manufacturer or CH use			Hull Material	Prop	Date of Issue		
254593 MILES					10/17/2012		

Registered Owner

A&A DRAINAGE & VAC SERVICES  
13846 NW 14TH ST  
PEMBROKE PINES FL 33028

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE



FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

*Clayton Boyd Walden*

Control Number 110374064

Clayton Boyd Walden  
Director

*Julie Jones*

Julie L. Jones  
Executive Director

**TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)**

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Seller Must Enter Selling Price: \_\_\_\_\_ Seller Must Enter Date Sold: \_\_\_\_\_  
 I We state that this  5 or  6 digit odometer now reads       x (no tenths) miles, date read \_\_\_\_\_ and I hereby certify that to the best of my knowledge the odometer reading:  
 1. reflects ACTUAL MILEAGE.  2. is IN EXCESS OF ITS MECHANICAL LIMITS.  3. IS NOT THE ACTUAL MILEAGE.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.**

SELLER Must Sign Here: \_\_\_\_\_ CO-SELLER Must Sign Here: \_\_\_\_\_  
 Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

Selling Dealer's License Number: \_\_\_\_\_ Tax No.: \_\_\_\_\_ Tax Collected: \_\_\_\_\_  
 Auction Name: \_\_\_\_\_ License Number: \_\_\_\_\_

PURCHASER Must Sign Here: \_\_\_\_\_ CO-PURCHASER Must Sign Here: \_\_\_\_\_  
 Print Here: \_\_\_\_\_ Print Here: \_\_\_\_\_

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FDYR82E1VVA21025	1997	FORD	TK	8700		71534821

Registered Owner: \_\_\_\_\_ Date of Issue 03/25/2008

A&A DRAINAGE & VAC SERVICES INC  
13846 NW 14 ST  
PEMBROKE PINES FL 33028

Lien Release  
Interest in the described vehicle is hereby released  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**IMPORTANT INFORMATION**

1. When ownership of the vehicle described herein is transferred, the seller **MUST** complete in full the "Transfer of Title by Seller" section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:  
<http://www.hsmv.state.fl.us/html/titlinf.html>

Mail To:

A&A DRAINAGE & VAC SERVICES INC  
13846 NW 14 ST  
PEMBROKE PINES FL 33028-3031



# CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
1FDYR82E1VVA21025	1997	FORD	TK	8700		71534821

Lien Release  
Interest in the described vehicle is hereby released

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
FL	WHI				PRIVATE	02/11/1997

By \_\_\_\_\_  
Title \_\_\_\_\_

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
EXEMPT			03/25/2008

Date \_\_\_\_\_

Registered Owner

A&A DRAINAGE & VAC SERVICES INC  
13846 NW 14 ST  
PEMBROKE PINES FL 33028

1st Lienholder

NONE

DIVISION OF MOTOR VEHICLES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford  
Director



Control Number 89160983

Electra Theodorides-Bustie  
Executive Director

**TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)**

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Seller Must Enter Selling Price: \_\_\_\_\_ Seller Must Enter Date Sold: \_\_\_\_\_

I/We state that this  5 or  6 digit odometer now reads: \_\_\_\_\_ (no tenths) miles, date read \_\_\_\_\_ and I hereby certify that to the best of my knowledge the odometer reading:

1. reflects ACTUAL MILEAGE.  2. is IN EXCESS OF ITS MECHANICAL LIMITS.  3. is NOT THE ACTUAL MILEAGE.

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.**

SELLER Must  
Sign Here: \_\_\_\_\_  
Print Here: \_\_\_\_\_

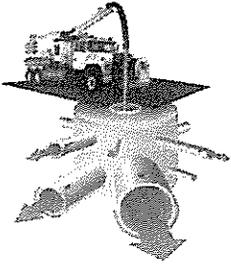
CO-SELLER Must  
Sign Here: \_\_\_\_\_  
Print Here: \_\_\_\_\_

Selling Dealer's License Number: \_\_\_\_\_ Tax No.: \_\_\_\_\_ Tax Collected: \_\_\_\_\_  
 Auction Name: \_\_\_\_\_ License Number: \_\_\_\_\_

PURCHASER Must  
Sign Here: \_\_\_\_\_  
Print Here: \_\_\_\_\_

CO-PURCHASER Must  
Sign Here: \_\_\_\_\_  
Print Here: \_\_\_\_\_

**NOTICE: \$10.00 PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE**



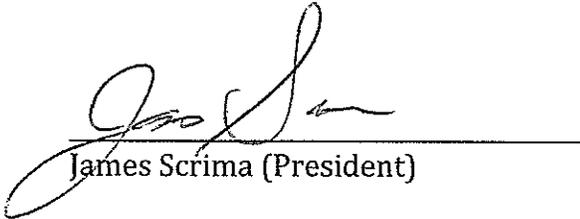
# A & A Drainage & Vac Services, Inc.

December 3<sup>rd</sup>, 2013

## Financial Stability

The purpose of this letter is to inform you that both myself and my company have never filed for bankruptcy and I have a credit score higher than 800.

Respectfully submitted,



---

James Scrima (President)

## A & A Drainage And Vac Services Income by Customer Summary

January 1 - December 30, 2013

	Income	Expenses	Net Income
A-1 Underground	18,047.00		\$18,047.00
After Hours	506.47		\$506.47
Ashley Furniture	4,200.00		\$4,200.00
Bergeron Land Developement	0.00	-10,300.00	\$ -10,300.00
Bergeron Land Developement.	0.00		\$0.00
Boat - Lilly	48.10		\$48.10
Boat - Maritech Services	200.00		\$200.00
Boat - Neptunus	81.72		\$81.72
Boat - pumping	21,468.05		\$21,468.05
Bottom Line	520.00		\$520.00
BVK London Square LLC	475.00		\$475.00
City of Cooper City.	45,105.00		\$45,105.00
City of Coral Springs	1,450.00		\$1,450.00
City of Fort Lauderdale.	82,180.00	-122.98	\$82,057.02
City of Pembroke pines.	18,957.50	-361.64	\$18,595.86
City of Sunny Isles Beach	50,400.00		\$50,400.00
City Of Weston	282,971.78		\$282,971.78
Cocoranda	100.00		\$100.00
Coral Park Town Homes East	600.00		\$600.00
Counrty Club Apartments 10B #130	800.00		\$800.00
Country Club Apt 10B	800.00		\$800.00
Everglades Contracting	1,487.50		\$1,487.50
Fountain Springs	8,960.00		\$8,960.00
Gardens @ Bonaventura 11 East	1,500.00		\$1,500.00
Gardens at Bonaventure 14 East Condo Assoc	1,400.00		\$1,400.00
Golden Corral	450.00		\$450.00
Golf Village	3,390.00		\$3,390.00
Greensedge	1,250.00		\$1,250.00
Griffin Shell		-1,166.88	\$ -1,166.88
Hampton Inn	1,900.00		\$1,900.00
Holman Automotive, Inc - Margate Lincoln	1,125.00		\$1,125.00
IBI Group	3,400.00		\$3,400.00
Inxs	96.35		\$96.35
JMC	100.00		\$100.00
JT'S	300.00		\$300.00
Key Largo Waste Water Treatment	1,500.00		\$1,500.00
Lauderdale Infiniti	620.00		\$620.00
Matthew's Jewelry	1,230.00		\$1,230.00
Mayor's Cafe	325.00		\$325.00
McDonalds 3671	1,900.00		\$1,900.00
Miami Subs	500.00		\$500.00
Miller Construction	6,225.00		\$6,225.00
Mobile Marine	500.00		\$500.00
Mobile On the Run	375.00		\$375.00
Mystique	9,305.00		\$9,305.00
Nobel Point Condo	1,592.50		\$1,592.50
Osprey at Sawgrass	2,350.00		\$2,350.00
Osprey North	2,400.00		\$2,400.00
Osprey West	2,350.00		\$2,350.00
Palm Island Maintence	10,000.00		\$10,000.00
Pembroke Falls	55,000.00	-195.94	\$54,804.06
Presidential Estates	2,530.00		\$2,530.00
Raquet Club 8 South	1,150.00		\$1,150.00
Savanna	1,025.00		\$1,025.00
SEC - Miramar Commons	7,690.00		\$7,690.00

SEC - Regency Office Park	375.00		\$375.00
SEC Comm Reality Group - Regency Lakes	2,325.00		\$2,325.00
SEC Comm. Reality -Miramar Commons	2,750.00		\$2,750.00
SEC Comm. Reality -Pembroke Crossings	9,950.00		\$9,950.00
Sec- Davie Shopping Center	1,425.00		\$1,425.00
Sec- Lomans Plaza	7,533.00		\$7,533.00
Sec- Plantation Promenade	3,900.00		\$3,900.00
sec- Regency Square	2,700.00		\$2,700.00
sec- Sawgrass Square 1	1,675.00		\$1,675.00
Sec- Sawgrass Square 2	1,725.00		\$1,725.00
sec- Sunset Lakes	1,200.00		\$1,200.00
Simoniz Car Wash	850.00		\$850.00
Southgate Shores	2,600.00		\$2,600.00
St Bartholomew Church	1,550.00		\$1,550.00
St.Andrews of Miramar	550.00		\$550.00
Sullivan Brothers, Inc.	10,562.50	2,000.00	\$12,562.50
Sun Up Enterprises	3,225.00		\$3,225.00
Sunset Lakes Master Association	3,750.00		\$3,750.00
Suntrust Lauderdale lakes	3,547.00		\$3,547.00
Tapestry	2,000.00		\$2,000.00
Terranova	550.00		\$550.00
Terranova - Granite Meridian	1,470.00		\$1,470.00
Terranova - Paraiso Parc	3,100.00		\$3,100.00
Terranova - Pompano Plaza	1,950.00		\$1,950.00
Terranova - Westfork Plaza	10,710.00		\$10,710.00
Terry's Pies	275.00		\$275.00
Town Center Shoppes	6,870.00		\$6,870.00
Ultimate Sports Institute	300.00		\$300.00
VCM Construction, Inc.	512.50		\$512.50
Victoria Del Mar	575.00		\$575.00
Villas 37 South	1,500.00		\$1,500.00
Villas @ Bon 41 East	1,400.00		\$1,400.00
Villas of Bonaventure 37 North	1,800.00		\$1,800.00
Villas of Rolling Hills	1,350.00		\$1,350.00
Weston Business Center	5,810.00		\$5,810.00
Westview 8	1,900.00		\$1,900.00
Windmill Ranches	5,220.00		\$5,220.00
XeCi	81.87		\$81.87
<b>TOTAL</b>	<b>\$772,403.84</b>	<b>\$ -10,147.44</b>	<b>\$762,256.40</b>

Monday, Dec 30, 2013 03:03:14 AM PST GMT-5 - Accrual Basis

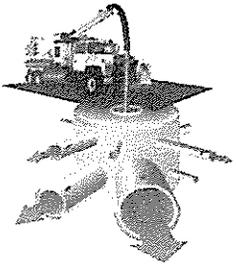
## A & A Drainage And Vac Services Balance Sheet

As of December 30, 2013

	Total
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Bank of America	40,162.34
Transfer of funds	0.00
Wells Fargo	1,383.41
Total Bank Accounts	\$41,545.75
Accounts Receivable	
Accounts Receivable	134,926.67
Total Accounts Receivable	\$134,926.67
Other current assets	
A/R OTHER	0.00
EXCHANGE	0.00
Payroll Asset	0.00
Payroll Service Customer Asset	0.00
Undeposited Funds	7,480.82
Total Other current assets	\$7,480.82
Total Current Assets	\$183,953.24
Fixed Assets	
ACCUMULATED DEPRECIATION	-575,243.97
AUTOMOBILE	537,657.36
COMPUTER EQUIPMENT	12,408.01
EQUIPMENT	85,581.36
Ford Credit	2,000.00
Furniture & Fixtures-Orlando	14,339.52
Leasehold Improvements	7,100.00
LOAN PAYABLE-2008 Linc	2,500.00
TRAILER	19,089.78
Total Fixed Assets	\$105,432.06
Other Assets	
DEPOSIT	510.00
Total Other Assets	\$510.00
<b>TOTAL ASSETS</b>	<b>\$289,895.30</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	165,465.49
Total Accounts Payable	\$165,465.49
Other Current Liabilities	
Direct Deposit Liabilities	0.00
Direct Deposit Payable	484.93
Payroll Liabilities	5,254.54
Child Support	2,715.10
Federal Taxes (941/944)	7,294.65
Federal Unemployment (940)	124.91
FL Unemployment Tax	-1,206.71
Total Payroll Liabilities	14,182.49
Total Other Current Liabilities	\$14,667.42
Total Current Liabilities	\$180,132.91
Long-Term Liabilities	

LINE OF CREDIT-BANK OF AMERICA	-9,503.23
LINE OF CREDIT-WACHOVIA	0.00
LOAN PAYABLE-FORD	0.00
LOAN PAYABLE-WACHOVIA-1997 FORD	0.00
Note Payable-Audi Q7	0.00
Note Payable-Chevrolet Express	0.00
Note Payable-F150	0.00
Note Payable-F450	0.00
Total Long-Term Liabilities	<u>\$ -9,503.23</u>
Total Liabilities	<u>\$170,629.68</u>
Equity	
COMMON STOCK	100.00
Credit Card	-121.70
Opening Bal Equity	0.00
Retained Earnings	127,728.57
SHAREHOLDER DISTRIBUTIONS	25,405.11
SHAREHOLDER DISTRIBUTIONS-HLTH	-11,305.27
Net Income	<u>-22,541.09</u>
Total Equity	<u>\$119,265.62</u>
TOTAL LIABILITIES AND EQUITY	<u><u>\$289,895.30</u></u>

Monday, Dec 30, 2013 03:00:20 AM PST GMT-5 - Accrual Basis



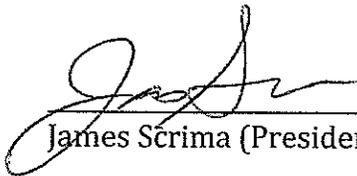
# A & A Drainage & Vac Services, Inc.

December 3<sup>rd</sup>, 2013

## Litigation History

The purpose of this letter is to state that my company has not been involved in any litigation.

Respectfully submitted,



---

James Scrima (President)



PALHEGYI RAYMOND E  
 1003 SHOTGUN RD  
 SUNRISE, FL 33326  
 1-954-577-5408

**Policy number: 03378709-7**

Underwritten by:  
 PROGRESSIVE EXPRESS INS COMPANY  
 May 28, 2013  
 Page 1 of 1

## Certificate of Insurance

Certificate Holder	Insured	Agent
A&A DRAINAGE AND VAC 13846 NW 14TH STREET PEMBROKE PINES, FL 33028	A&A DRAINAGE AND VAC 13846 NW 14TH STREET PEMBROKE PINES, FL 33028	PALHEGYI RAYMOND E 1003 SHOTGUN RD SUNRISE, FL 33326

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Effective Date: Feb 1, 2013

Policy Expiration Date: Feb 1, 2014

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$1,000,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSURED ONLY
EMPLOYER'S NON-OWNED AUTO BIPD	\$1,000,000 COMBINED SINGLE LIMIT
HIRED AUTO BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT

### Description of Location/Vehicles/Special Items

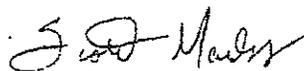
#### Scheduled autos only

Description	Amount	Stated Amount
2001 STRG LTD 2FZHATAK91AF86274		\$65,000
MEDICAL PAYMENTS	\$5,000	
FIRE AND THEFT W/ CAC	\$500 DED	
COLLISION	\$500 DED	

#### Certificate number

14813NET709

Please be advised that certificate holders will be notified in the event of a mid-term cancellation.



**Notes**

**Year, Make & Model**

- 1 1998 Ford L9t
- 2 1997 Ford N8f
- 3 2008 Ford F450 Super Duty
- 4 1997 Ford L0t
- 5 2004 Intl 4lp
- 6 2001 Strg L10

**VIN**

- 1FDZS96K1WVAJ1470
- 1FDYR82E1VVA21025
- 1FDXF46R38EE63433
- 1FDZW86E8VVA39237
- 1HTMRADL84H655552
- 2FZHATAK91AF86274

**Garaging Zip**

- 33028
- 33028
- 33028
- 33028
- 33028
- 33028

**Radius**

- 50
- 50
- 50
- 50
- 50
- 50

Loop

**Physical Damage**

Stated Amount (Vehicle + Equipment)      Comprehensive Deductible      Fire & Theft w/CAC Deductible

- \$60 000      I/A
- \$45 000      N/A
- \$61 500      I/A
- \$45 000      N/A
- \$33 000      I/A
- \$65 000      N/A

Collision Deductible

- \$500
- \$500
- \$500
- \$500
- \$500
- \$500

Lienholder

- \$500 N/A
- \$500 N/A
- \$500 N/A
- \$500 N/A
- \$500 I/A
- \$500 N/A

Vehicle

- 1 1998 Ford L9t
- 1FDZS96K1WVAJ1470
- 2 1997 Ford N8f
- 1FDYR82E1VVA21025
- 3 2008 Ford F450 Super Duty
- 1FDXF46R38EE63433
- 4 1997 Ford L0t
- 1FDZW86E8VVA39237
- 5 2004 Intl 4lp
- 1HTMRADL84H655552
- 6 2001 Strg L10
- 2FZHATAK91AF86274

Loop

**Additional Insured (Policy Level)**

- City Of Weston      20200saddle Rd      Weston      FL      33321
- Calvin Giordano      2700 S Commerce      Weston      FL      33331
- Weston Business Cen      2915 Weston Rd      Weston      FL      33326
- Bergeron Miramar Ll      19612 SW 69th      Pembroke Pine      FL      33332
- Bergeron Sawgrass      19612 SW 69th P      Pembroke Pine      FL      33332
- The School Board Of      600 SE 3rd Ave      Fort Auderdal      FL      33301
- City Of Miami Garde      1515 NW 166th      Miami Gardent      FL      33169
- Granite Meridian Ll      P O Box 140s28      Kansas City      MO      64114

12:09 PM

**FORM 6  
NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is President of A S A CLAIMS & UNIFORMS the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said CONTRACTOR nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other CONTRACTOR, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other CONTRACTOR, firm, or person to fix the price or prices in the attached RFP, or of any other CONTRACTOR, or to fix any overhead, profit or cost element of the Proposal or the response of any other CONTRACTOR, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Weston, Florida, or any person interested in the proposed Agreement; and

**(THIS SPACE INTENTIONALLY LEFT BLANK)**



**FORM 7  
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby

certifies that A: A DRAINAGE & VAC SERVICE, INC does:  
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 work place, the business's 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 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 employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

FORM 7  
DRUG-FREE WORKPLACE  
(CONTINUED)

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 CONTRACTOR complies fully with the above requirements.

*James Scrima*  
Signature (Blue ink only)

JAMES SCRIMA (CORPORATE SEAL)  
Print Name

President  
Title

12/3/2013  
Date

STATE OF FLORIDA        )  
  )  
COUNTY OF BROWARD    )

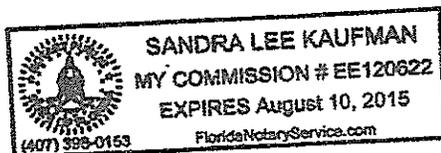
The foregoing instrument was acknowledged before me this 3rd day of December, 2013, by JAMES SCRIMA as PRESIDENT for A&A Drainage & Fire Services

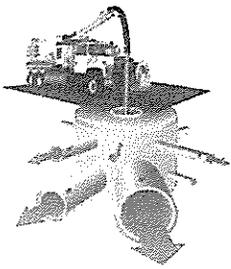
Personally known to me  OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

*Sandra Lee Kaufman*  
NOTARY PUBLIC

My Commission Expires:





# A & A Drainage & Vac Services, Inc.

**January 1, 2014**

**Annual reminder of drug-free work place policies.**

## Drug-Free Workplace Policy

### **Purpose and Goal**

**A & A Drainage & Vac Services, Inc.** is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

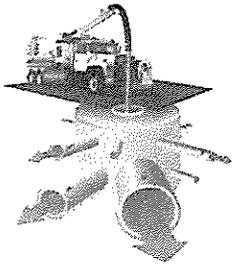
- This organization encourages employees to voluntarily seek help with drug and alcohol problems.

### **Covered Workers**

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to supervisors, full-time employees, part-time employees, off-site employees, volunteers, interns and applicants.

### **Applicability**

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, while on organization property and at company-sponsored events.



# A & A Drainage & Vac Services, Inc.

## **Prohibited Behavior**

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

## **Notification of Convictions**

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

## **Searches**

Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, wallets, purses, briefcases and lunchboxes and vehicles and equipment.

## **Drug Testing**

All testing will be conducted at the offices of A&A Drainage & Vac Services, Inc. or other facility as directed by the owner. Employees who test positive will have an opportunity to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, random, post-accident, reasonable suspicion and return-to-duty testing upon selection or request of management.

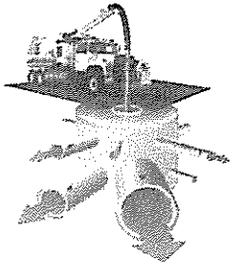
The substances that will be tested for are: Amphetamines, Cannabinoids

13846 NW 14 Street • Pembroke Pines, FL 33028

Phone: (954) 680-0294 • Fax: (954) 602-1160

[www.a-a.co](http://www.a-a.co) • [jim@a-a.co](mailto:jim@a-a.co)

CRC1259174 • CFC1428700



# A & A Drainage & Vac Services, Inc.

(THC), Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone, and OXY. Testing for the presence of alcohol will be conducted by analysis of breath.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be immediately removed from duty, referred to a substance abuse professional for assessment and recommendations, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement, subject to ongoing, unannounced, follow-up testing for a period of five years and terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

## **Consequences**

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

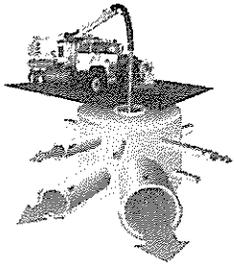
If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

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Phone: (954) 680-0294 • Fax: (954) 602-1160

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# A & A Drainage & Vac Services, Inc.

## **Return-to-Work Agreements**

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

## **Assistance**

**A & A Drainage & Vac Services, Inc.** recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

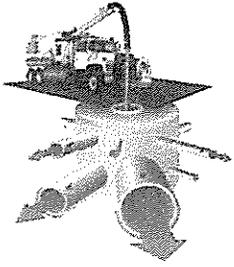
Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

## **Confidentiality**

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

## **Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play. All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.



# A & A Drainage & Vac Services, Inc.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

## **Communication**

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.
- All employees will receive an update of the policy annually with their paychecks.
- Every supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems.

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Phone: (954) 680-0294 • Fax: (954) 602-1160

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CBC1259174 • CFC1428700

**FORM 8  
ACKNOWLEDGMENT OF ADDENDA**

The CONTRACTOR hereby acknowledges the receipt of the following addenda issued by the CITY and incorporated into and made part of this RFP. In the event the CONTRACTOR fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
1	12/11/13	JAMES SCARMA	PRESIDENT	<i>James Scarma</i>
2	12/27/13	JAMES SCARMA	PRESIDENT	<i>James Scarma</i>

[THIS SPACE INTENTIONALLY LEFT BLANK]



## Fax Cover Sheet

**To:** Jim Scrima – 954-602-1160  
Louis Montanyaz -863-635-6867  
Eddy Barba – 305-637-9659  
Jose Awaner – 305-696-7903  
Margaret Lary – 954-975-9718  
Lenny Jaglarski -954-975-9718  
Laureen Busacca – 813-983-2821  
James Spinks – 305-477-7590  
Joaquin Marino – 305-637-9659  
Jose Alvarez – 305-696-7903

**From:** Karl Thompson, P.E.  
Director of Public Works

---

**Fax:** Numbers above

**Pages:** 5

---

**Phone:**

**Date:** 12/11/13

---

**Re:** City of Weston Maintenance of  
Stormwater and Sanitary Sewer Facilities **CC:**

---

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

---

● **Comments:**

**See attached Addendum**

## ADDENDUM #1

(ISSUED DECEMBER 11, 2013)

TO

### RFP NO. 2013-18 MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES

To All Proposers:

Proposers for the above referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc. to the RFP documents, which in accordance with the RFP contract documents shall become a part of and have precedence over anything shown or described otherwise.

A mandatory pre-proposal conference was held on December 10, 2013, at 2:00 p.m., local time, at the Weston Community Center, located at 20200 Saddle Club Road, Weston, Florida 33327. All Proposers planning to submit a Proposal were required to attend this meeting. Failure of a Proposer to be present for the entire mandatory pre-proposal meeting, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal meeting by the CITY, shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

A summary of the meeting is outlined below:

1. The meeting started at 2:04 p.m. and Proposers were notified to document their attendance by completing the sign-in sheet. Only those who attended the mandatory pre-proposal conference will be allowed to submit. (Sheet Attached).
2. Karl Thompson, Director of Public Works, outlined the purpose of the meeting, main paragraphs in the Notice to Proposers, general description and proposed work.
3. Proposers were advised that the deadline date to submit qualifications is December 30, 2013, at 11:00 a.m. at Weston City Hall, 17200 Royal Palm Boulevard, Weston Florida 33326.
4. All questions must be sent in writing to Karl Kennedy by 4:00 p.m., local time on December 23, 2013.
5. Karl Thompson reminded the attendees that Addendum #1 will be issued in 3 to 5 days of this meeting.
6. Meeting adjourned at 2:12 p.m.
7. The questions asked and answers provided are stated below:

A. Is there an engineer's estimate?  
*There is no engineer's estimate.*

B. Page 16 of the project documents is asking for Asbestos Liability. Please clarify.

Please read Section E on page 15. "If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, the CITY shall be notified immediately, and no further work shall be performed in the area of the hazardous material until the CONTRACTOR provides the following coverage(s) as determined solely by the CITY."

C. How old is the City's sewer system?

*First systems were built in 1988.*

D. What is the term of the contract?

*Initial term of 3 years with two options for renewal.*

E. Why are there 10 names on the sign-in sheet but only seven persons/companies present?

*The following was discovered. (i) There were two representatives present from Shenandoah Construction; this is acceptable. (ii) James Spinks representing Marlin Engineering indicated that he signed in for Marlin Engineering as well as signing in for a "Lucia Soria of Ram Tech Construction". Mr. Spinks cannot sign in for another person whom was not present. Therefore, Ram Tech did not have a valid representative at this mandatory pre-bid meeting.*

#### **CHANGES IN THE CONTRACT DOCUMENTS**

A. On page 5 of 76, the sixth paragraph has been corrected and shall now read as follows:

*Any questions concerning this Notice to Bidders shall be in writing, directed to Karl Kennedy, Calvin, Giordano & Associates, Inc. at [kkennedy@cgasolutions.com](mailto:kkennedy@cgasolutions.com) or fax: 954-921-8807 by 4:00 p.m., local time on **December 23, 2013**.*

B. On page 27 of 76, Section 4.4 Selection Committee has been corrected and shall now read as follows:

*Proposals submitted will be evaluated by a three (3) member Selection Committee ("Selection Committee") consisting of Karl C. Thompson, Director of Public Works; Rich Ropke, Utilities Supervisor; and David Dove, Drainage Supervisor; who will review submissions and provide a recommendation to the City Commission.*

C. On page 12, Paragraph M has been revised to add the following section M.4:

*4. Failure, by the CONTRACTOR, to comply with the operational provisions of stated response time shall result in liquidated damages due to the CITY as follows:*

*(A) Failure to respond to the site within 30 minutes of being notified by the CITY shall result in liquidated damages due to the CITY in the amount of Five Hundred Dollars (\$500.00).*

*(B) Failure to answer 24/7 emergency telephone line after 3 attempts by CITY (for the same emergency incident) shall result in liquidated damages due to the CITY in the amount of Two Hundred Fifty Dollars (\$250.00).*

**Attachment: Sign In Sheet**

**END OF ADDENDUM**





**ADDENDUM #2**  
**(ISSUED DECEMBER 27, 2013)**

TO

**RFP NO. 2013-18**  
**MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES**

To All Proposers:

Proposers for the above-referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc to the RFP documents, which in accordance with the RFP contract documents shall become a part of and have precedence over anything shown or described otherwise.

The attached correspondence was submitted via email by Shenandoah Construction., the City provides the following response (**in bold**):

- 1) Item 1: No description of what is required of this task. I.E. Video inspection, Format of inspection report.  
**On page 45 of the RFP document it states "The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements ...". NPDES inspection includes the following tasks:**
  - a. **Structures are inspected annually. Level of debris in each structure is recorded. The structures meeting the threshold for subsequent cleaning are scheduled for cleaning.**
  - b. **Inspect all catch basin grates to ensure decals or signage depicting "No dumping, drains to lakes" are in place and visible.**
  - c. **Inspect and remove debris, weeds on and around catch basins and other stormwater structures.**
  
- 2) Item 2: This item is too vague and lacks description. I.E. pipe size?, length of pipe?, Dry or wet system?  
**For a general maintenance contract, experienced CONTRACTORS should be aware that pipe sizes and length vary, therefore must consider a range when pricing.**

**Item 5 covers pipe size over 36".**

**On Page 4 under EXPERIENCE it states, "Proposers must have a minimum of five years experience in providing vacuum cleaning and jetting services for stormwater AND sanitary sewer for a government agency/utility within Broward, Miami-Dade or Palm Beach counties, of similar size and scope as the City of Weston." Therefore, CONTRACTOR should be familiar with the typical conditions in South Florida.**

- 3) Item 3: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.  
**For a general maintenance contract such as this, experienced CONTRACTORS should be aware of typical spacing sanitary sewer manholes.**
- 4) Item 4: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.  
**For a general maintenance contract, experienced CONTRACTORS are aware of that distances of terminal manholes to lift station wet well vary within the typical norms and shall price accordingly.**
- 5) Item 5: Pipe size range (36" >) to broad to price accurately.  
**This is typical of other governmental RFPs and bids.**
- 6) Emergency call out of on site in 30 min. This is not a reasonable amount of time to be on-site, 1 ½ to 2 Hr. is the norm, unless you're the fire department.  
**The RFP states "*The CITY is requesting Sealed Proposals from qualified and experienced CONTRACTOR(s), to provide continuing services for vacuum cleaning/jetting and inspection of, and emergency response to,...."*. The response time is for emergencies and remains unchanged and CONTRACTOR shall submit prices in accordance with the RFP requirements.**

Attachment: Email from [d.dimura@shenandoahconstruction.com](mailto:d.dimura@shenandoahconstruction.com)

END OF ADDENDUM

**From:** [Karl Kennedy](#)  
**To:** [Karl C. Thompson, P.E.](#)  
**Subject:** Fwd: Weston RFP No. 2013-18  
**Date:** Tuesday, December 24, 2013 10:52:09 AM

---

FYI

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----

Subject: Weston RFP No. 2013-18  
From: Dan Dimura <d.dimura@shenandoahconstruction.com>  
To: Karl Kennedy <KKennedy@cgsolutions.com>  
CC: Margaret Lary <margaret.lary@shenandoahconstruction.com>

Karl,

We will not be able to provide a proposal due to the following reasons:  
Overall there are no specifications or descriptions to any of the bid items. This subjects the bidder to speculation, assumption, and guessing.

- 1) Item 1: No description of what is required of this task. I.E. Video inspection, Format of inspection report.
- 2) Item 2: This item is too vague and lacks description. I.E. pipe size?, length of pipe?, Dry or wet system?
- 3) Item 3: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.
- 4) Item 4: Pipe size range (6" – 36") to broad to price accurately. No pipe length provided.
- 5) Item 5: Pipe size range ( 36">) to broad to price accurately.
- 6) Emergency call out of on site in 30 min. This is not a reasonable amount of time to be on-site, 1 ½ to 2 Hr. is the norm, unless you're the fire department.

Respectively,  
Danny DiMura VP  
[Letterhead]  
1888 NW 22nd Street  
Pompano Beach, FL 33069  
954-975-0098  
[shenandoahconstruction.com](http://shenandoahconstruction.com)

---

[<http://static.avast.com/emails/avast-mail-stamp.png>] <<http://www.avast.com/>>

This email is free from viruses and malware because avast! Antivirus<<http://www.avast.com/>> protection is active.

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STRICTLY PROHIBITED. If you received this transmission in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

FORM 9  
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is PRESIDENT of A & A DRAINAGE & VAC SERVICES INC the CONTRACTOR that has submitted the attached Proposal;

2. a. Below is a list and description of any relationships, professional, financial or otherwise that CONTRACTOR may have with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

b. Additionally, the CONTRACTOR agrees and understands that Proposer shall give the CITY written notice of any other relationships professional, financial or otherwise that CONTRACTOR enters into with the CITY, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

|| NOT APPLICABLE

N/A

FORM 9  
INDEPENDENCE AFFIDAVIT  
(CONTINUED)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

*James Scrima*  
Signature (Blue ink only)

JAMES SCRIMA (CORPORATE SEAL)  
Print Name

PRESIDENT  
Title

12/3/2013  
Date

STATE OF FLORIDA            )  
  )  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2013, by

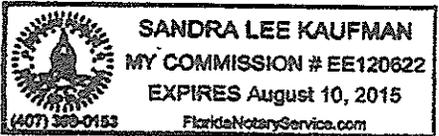
JAMES SCRIMA as PRESIDENT for A-E ADVISORY & V. SERVICES

Personally known to me  OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

*Sandra Lee Kaufman*  
NOTARY PUBLIC

My Commission Expires:



**FORM 10  
CERTIFICATION TO ACCURACY OF PROPOSAL**

CONTRACTOR, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the CONTRACTOR to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is PRESIDENT of A S ADVANTAGE SUR SERVICES INC the CONTRACTOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

FORM 10  
CERTIFICATION TO ACCURACY OF PROPOSAL  
(CONTINUED)

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

James Scrima  
Signature (Blue ink only)

JAMES SCRIMA (CORPORATE SEAL)  
Print Name

President  
Title

12/3/2013  
Date

STATE OF FLORIDA     )  
  )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 3rd day of December, 2013,

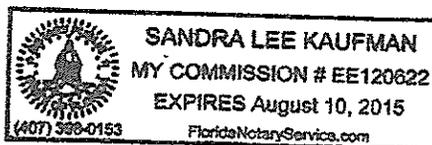
by James Scrima as President for A & A Drainage & Wet Service

Personally known to me  OR

has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_

Sandra Lee Kaufman  
NOTARY PUBLIC

My Commission Expires:



**CHAPTER 4 – RATE AND FEE SCHEDULE**

**(EXHIBIT "C")**

Request for Proposals No. 2013-18 for  
Maintenance of Stormwater and Sanitary Sewer Facilities  
Published on: November 30, 2013

**FORM 5  
PRICING and EQUIPMENT**

The CONTRACTOR offers the following for providing all labor, materials, equipment, travel, NPDES requirements, safety and as outlined in the contract documents to perform Maintenance of Stormwater and Sanitary Sewer Facilities in accordance with the scope of work. Quantity listed is an estimated annual quantity.

**Table 5-1 - Pricing**

<u>Item No.</u>	<u>Description of Item</u>	<u>UOM</u>	<u>Quantity</u>	<u>Price</u>
1	Inspection of stormwater catch basins, inlets, weirs, and manholes, unit price per structure,	Each	850	\$ 30.00
2	Cleaning of stormwater catch basins, inlets, and manholes and associated pipe to downstream structure, unit price per structure,	Each	850	\$ 85.00
3	Cleaning of sanitary sewer manhole and associated pipe to downstream structure (6" – 36') price each,	Each	1600	\$ 100.00
4	Cleaning of sanitary sewer manhole and associated pipe to lift Station (6" – 36') price each,	Each	35	0
5	Cleaning of Pipe (over 36" nominal diameter), price per linear foot,	L.F.	1000	0
6	Cleaning of Lift Stations, price per lift station	Each	35	\$ 400.00
7	Vacuum Truck service, with two operators, Price per hour (M-F, 7am to 5pm)	Hr.	500	\$ 115.00
8	Vacuum Truck service, with two operators, Price per hour (all other hours)	Hr.	100	\$ 125.00
9	Closed Circuit Televising of Pipe (CCTV) 6" to 36", price per linear foot,	L.F.	2000	\$ 7.00
10	Purchase and installation of catch basin grates, manhole lids, expressed as a percentage over manufacturer price,	% over list price	10	\$ 185.00

**FORM 5**  
Continued

The CONTRACTOR shall list the equipment to be used on this project and demonstrate that this equipment is owned or leased (Attach supporting documents).

**Table 5-2 - Equipment**

<u>Item No.</u>	<u>Description of Equipment</u> (Type of Equipment, Chassis Manufacturer/ Body Manufacturer/ Year)	<u>Owned/Leased</u> (circle one)
1	1997 VACCON - FORD	<u>Owned</u> /Leased
2	1997-VACCON - FORD	<u>Owned</u> /Leased
3	1998 VACCON STIRLING	<u>Owned</u> /Leased
4	2001 VACCON STIRLING	<u>Owned</u> /Leased
5	2006 PUMP TRUCK: FREIGHTLINER	<u>Owned</u> /Leased
6	2004 INTERNATIONAL	OWNED
7	2008 FORD SERVICE TRUCK -	OWNED

## **CHAPTER 5 – CERTIFICATE(S) OF INSURANCE**

Request for Proposals No. 2013-18 for  
Maintenance of Stormwater and Sanitary Sewer Facilities  
Published on: November 30, 2013



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gateway Insurance 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311	CONTACT NAME:		
	PHONE (A/C, No, Ext): 954-735-5500	FAX (A/C, No): 954-735-2852	
E-MAIL ADDRESS: certificates@gatewayins.com			
INSURED AANDA06 A & A Drainage & Vac Services Inc. / Attn: James Scrima 13846 N.W. 14 Street Pembroke Pines FL 33028	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Florida Citrus Business &		
	INSURER B : United Specialty Ins. Co.		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 194025600 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	USA4029918	11/13/2013	11/13/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10639751	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is listed as Additional Insured per form CG2033 when required by written contract. Blanket Waiver of Subrogation Applies per form E919 to the General Liability when required by written contract. Blanket Primary and Non Contributory form on the policy when required by written contract.  
City of Weston, Calvin Giordano & Associates, Inc., Munipal Technologies, Weiss Serota Helfman Pastoriza Cole and Boniske, PL are listed as Additional Insured with respects to General Liability as required by written contract only.

<b>CERTIFICATE HOLDER</b>  City of Weston 20200 Saddle Club Road Weston FL 33324	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

PALHEGYI RAYMOND E  
 1003 SHOTGUN RD  
 SUNRISE, FL 33326  
 1-954-577-5408

**Policy number: 03378709-7**

Underwritten by:  
 PROGRESSIVE EXPRESS INS COMPANY  
 May 28, 2013  
 Page 1 of 1

## Certificate of Insurance

Certificate Holder	Insured	Agent
A&A DRAINAGE AND VAC 13846 NW 14TH STREET PEMBROKE PINES, FL 33028	A&A DRAINAGE AND VAC 13846 NW 14TH STREET PEMBROKE PINES, FL 33028	PALHEGYI RAYMOND E 1003 SHOTGUN RD SUNRISE, FL 33326

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Effective Date: Feb 1, 2013

Policy Expiration Date: Feb 1, 2014

Insurance coverage(s)	Limits
BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST	\$1,000,000 CSL NON-STACKED
PERSONAL INJURY PROTECTION	\$10,000 W/\$0 DED - NAMED INSURED ONLY
EMPLOYER'S NON-OWNED AUTO BIPD	\$1,000,000 COMBINED SINGLE LIMIT
HIRED AUTO BODILY INJURY/PROPERTY DAMAGE	\$1,000,000 COMBINED SINGLE LIMIT

### Description of Location/Vehicles/Special Items

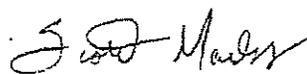
#### Scheduled autos only

Description	Amount	Stated Amount
2001 STRG LTO 2FZHATAK91AF86274		\$65,000
MEDICAL PAYMENTS	\$5,000	
FIRE AND THEFT W/ CAC	\$500 DED	
COLLISION	\$500 DED	

#### Certificate number

14813NET709

Please be advised that certificate holders will be notified in the event of a mid-term cancellation.



# Exhibit 2

## EXHIBIT A



### Contract Renewal Price Schedule

**Contract:** RFP No. 2013-18 MAINTENANCE OF STORMWATER AND SANITARY SEWER FACILITIES

**Vendor:** A&A Drainage

**Date:** 2/4/2014

**Expires:** 3/31/2017

**Options:** Two - 5 year renewals

Item No.	Description of Item	UOM	Quantity	Price	CPI		
					1.570%	0.419%	1.580%
					4/1/2014	4/1/2015	4/1/2016
1	Inspection of stormwater catch basins, inlets, weirs, and manholes, unit price per structure,	Each	850	\$ 30.00	\$ 30.47	\$ 30.60	\$ 31.08
2	Cleaning of stormwater catch basins, inlets, and manholes and associated pipe to downstream structure, unit price per structure,	Each	850	\$ 85.00	\$ 86.33	\$ 86.70	\$ 88.07
3	Cleaning of sanitary sewer manhole and associated pipe to downstream structure (6" – 36') price each,	Each	1600	\$100.00	\$ 101.57	\$102.00	\$ 103.61
4	Cleaning of sanitary sewer manhole and associated pipe to lift Station (6" – 36') price each,	Each	35	\$ -	\$ -	\$ -	\$ -
5	Cleaning of Pipe (over 36" nominal diameter), price per linear foot,	L.F.	1000	\$ -	\$ -	\$ -	\$ -
6	Cleaning of Lift Stations, price per lift station	Each	35	\$400.00	\$ 406.28	\$407.98	\$ 414.43
7	Vacuum Truck service, with two operators, Price per hour (M-F, 7am to 5pm)	Hr.	500	\$115.00	\$ 116.81	\$117.29	\$ 119.15
8	Vacuum Truck service, with two operators, Price per hour (all other hours)	Hr.	100	\$125.00	\$ 126.96	\$127.49	\$ 129.51
9	Closed Circuit Televising of Pipe (CCTV) 6" to 36", price per linear foot,	L.F.	2000	\$ 1.00	\$ 1.02	\$ 1.02	\$ 1.04
10	Purchase and installation of catch basin grates, manhole lids, expressed as a percentage over manufacturer price,	% over list price	10		\$ -	\$ -	\$ -

Dm 63382

# SHENANDOAH

CONSTRUCTION

1888 N.W. 22<sup>nd</sup> Street • Pompano Beach, FL 33069  
 (954) 975-0098 Fax: (954) 975-9718

DATE: June 21, 2016  
 SUBMITTED TO: Craig A. Smith  
 STREET: 7777 Glades Road Suite 410  
 CITY, STATE & ZIP: Boca Raton, FL 33434  
 PHONE: (954) 782-8222  
 FAX:  
 EMAIL: acaruso@craigasmith.com  
 JOB NAME: Village of Biscayne Park- 2016 Storm  
 Drainage Cleaning  
 ATTENTION: Al Caruso Ext 228

PROPOSAL #P3538

We propose to furnish a crew and all necessary equipment to clean 94 structures and the attached 15" pipelines 2 area require MOT setup at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Jet Vac Truck (3200 Gal Tank)	(at \$185.00 Per Hour)	150 hour(s)	\$27,750.00
Disposal	(at \$285.00 Per Truck Load)	15 truck load(s)	\$4,275.00
Fuel Surcharge (Vac Truck)	(at \$50.00 Per Day)	15 day(s)	\$750.00
MOT Setup and Break Down	(at \$600.00 Each)	2 Each	\$1,200.00
<b>Estimated Total:</b>			<b>\$33,975.00</b>

NOTE: One way travel time for all hourly vehicles listed above. Three hour minimum. This proposal includes removal of all loose debris from the structures and pipes (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:



SHENANDOAH GENERAL CONSTRUCTION CO.  
 Jose Vera

TITLE DATE  
 Estimator 06/21/2016

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
 REPRESENTATIVE:

DATE:  
 TITLE:



**VILLAGE OF BISCAYNE PARK**  
**Village Commission Agenda Report**

**#Item 7.c**

**SPECIAL COMMISSION MEETING – CONSENT RESOLUTION**

---

**TO:** Honorable Mayor & Members of the  
Biscayne Park Village Commission

**FROM:** Sharon P. Ragoonan, Village Manager

**DATE:** November 15, 2016

**TITLE:** Approval of Professional Services Contract with David Caserta  
Government Relations, Inc.

---

**Recommendation**

It is recommended that the Village Commission approve the professional services contract for state representation by David Caserta Government Relations, Inc.

**Background**

David Caserta Government Relations, Inc. currently serves as the Village's advisor and lobbyist on the modification, passage or defeat of government action at the State level. The firm tracks legislation and works with elected officials and staff to ensure proper representation of the Village's interests during legislative sessions.

The contract value is \$20,000, payable in 12 payments, and includes expenses (e.g. travel, lodging, and meals) in conjunction with the Village's representation. The Village will realize a \$4,000 savings with this agreement as the prior year's contract was \$24,000.

Please see Exhibit 1 for the contractual terms of the agreement.

**Resource Impact**

The Village Commission earmarked \$20,000 in the fiscal year 2016/2017 budget to cover the cost of this contractual arrangement.

G/L Number	Description	Adopted Budget	Expenses/ Encumbrances	Balance
001-519-5310000.135	Professional Services – Lobbyist	\$20,000	\$0	\$20,000

**Attachment**

Exhibit 1 – Professional Services Contract - David Caserta Government Relations, Inc.

---

Prepared by: Sharon P. Ragoonan, Village Manager

11/15/2016  
Item# 7.c

Page 1 of 1

1  
2  
3 **RESOLUTION NO. 2016-39**  
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION**  
6 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;**  
7 **AUTHORIZING THE MAYOR TO EXECUTE THE**  
8 **AGREEMENT BETWEEN THE VILLAGE OF**  
9 **BISCAYNE PARK AND DAVID T. CASERTA**  
10 **GOVERNMENT RELATIONS, INC. AS THE**  
11 **LOBBYING FIRM FOR THE VILLAGE OF BISCAYNE**  
12 **PARK; PROVIDING FOR AN EFFECTIVE DATE.**  
13

14  
15 WHEREAS, the utilization of a lobbying firm is crucial to ensure that a municipality is  
16 well represented at the State and local level on issues ranging from appropriations to programs  
17 and services to competitive grants; and,  
18

19 WHEREAS, it requires much time, energy and resources to effectively represent the  
20 Village, and a consistent and persistent presence in Tallahassee is needed; and,  
21

22 WHEREAS, for 16 years, the Village has enjoyed a successful relationship with the  
23 lobbying firm of David T. Caserta Government Relations, Inc., by keeping the issues of the  
24 Village in front of the decision makers and educating legislators on the benefits of supporting  
25 projects that are critical to the Village and its residents; and,  
26

27 WHEREAS, efforts have already taken place by David T. Caserta Government  
28 Relations, Inc., to place these projects in a position to be considered during the appropriations  
29 discussions by key legislators; and,  
30

31 WHEREAS, the Village Commission of the Village of Biscayne Park finds it to be in  
32 the best interests of the residents of the Village to have David T. Caserta Government  
33 Relations, Inc., continue their efforts on behalf of the Village and to authorize the Mayor to  
34 execute the Agreement between the Village of Biscayne Park and David Caserta Government  
35 Relations, Inc.  
36

37  
38 **NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF**  
39 **THE VILLAGE OF BISCAYNE PARK, FLORIDA:**  
40

41  
42 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as  
43 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.  
44

45 **Section 2.** The Village Commission of the Village of Biscayne Park hereby  
46 authorizes the Mayor to execute the Agreement between the Village of Biscayne Park and  
47 David Caserta Government Relations, Inc. attached hereto and made part hereof as Exhibit "1".  
48

49 **Section 3.** This Resolution shall become effective upon adoption.

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PASSED AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2016.

**The foregoing resolution upon being  
put to a vote, the vote was as follows:**

\_\_\_\_\_  
David Coviello, Mayor

Attest:

Attest:

\_\_\_\_\_  
Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

Mayor Coviello: \_\_\_\_  
Vice Mayor Ross: \_\_\_\_  
Commissioner Anderson: \_\_\_\_  
Commissioner Jonas: \_\_\_\_  
Commissioner Watts: \_\_\_\_

## **AGREEMENT**

This Agreement for services is entered into this 1st day of November 2016 by and between the Village of Biscayne Park (hereinafter referred to as the “Village”), whose address is 640 NE 114th Street, Biscayne Park, FL 33161 and David Caserta Government Relations, Inc. (hereinafter referred to as “Consultant”), whose address is 7855 NW 12<sup>th</sup> Street #202, Doral, Florida 33126.

WHEREAS, Village is a municipal government located in Miami-Dade County; and

WHEREAS, Village is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Village with its government relations efforts at the State level.

NOW THEREFORE, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.

2. Consultant Services. Consultant is hereby retained as an independent consultant to Village to assist Village in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government action. Consultant’s services are limited to providing the above stated service and Consultant is not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

3. Term. The term of this Agreement shall commence effective as of November 1, 2016 and end on October 31, 2017.

4. Compensation. In consideration for this Agreement, Village shall pay Consultant a fee of Twenty Thousand Dollars (\$20,000.00) for services. Fee shall be payable as follows;

- \$1,666.67 payable on November 1, 2016.
- \$1,666.67 payable on 1<sup>st</sup> day of each month thereafter with the last payment due and payable on October 1, 2017 in the amount of \$1,666.63, unless a written extension is authorized by all parties.

5. Expenses. The above fee is inclusive of any and all expenses associated with the Scope of Services.

6. Relationship of Parties

6.1 Consultant's and Village, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint ventures, agents, employees or representatives of the other. Consultant's are independent contractors and shall not be liable in any way whatsoever for the nature and quality of the work performed by Village. In performing Services under this Agreement, Consultants shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Village. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Village. As independent contractors, Consultant shall be solely responsible for determining the means and methods for performing the Services. Consultant will determine the time, the place, and the manner in which they will provide the Services. Village will receive only the results of Consultant's Services. Village shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Village agrees that Consultant assume no liability to the Village or any third party with respect to the performance or the action or inaction of the Village. Consultant agrees that Village assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Village and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Termination. Consultant or Village may terminate this Agreement at anytime for a breach of this Agreement or for any justifiable reason and the non-breaching party shall be entitled to pursue all available legal rights and remedies.

8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.

12. Modification. This Agreement contains the full terms agreed to by the parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.

16. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

17. Assignment. This Agreement shall be binding upon the parties hereto.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

**David Caserta Government Relations, Inc.**

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

David Caserta, President (Consultant)

**Village of Biscayne Park,**

Through its Village Mayor

Attest:

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

David Coviello, Mayor

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

Maria C. Camara, Village Clerk

Approved as to form

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

John J. Hearn, Village Attorney

(Village Seal)



**VILLAGE OF BISCAYNE PARK**  
**Village Commission Agenda Report**  
**SPECIAL COMMISSION MEETING**

**#8.a**

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**TO:** Honorable Mayor & Members of the  
Biscayne Park Village Commission

**FROM:** Sharon P. Ragoonan, Village Manager

**DATE:** November 15, 2016

**TITLE:** Ordinance 2016-09 Budget Amendment for Fiscal Year 2015-2016

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**Background and Analysis**

With the completion of the 2015-2016 fiscal year, a summary of the revenues and expenditures as of September 30, 2016 is provided below.

**General Fund:**

The General Fund shows an excess of \$187,909 over the amount of revenues that was projected for the year. The majority of it came from Ad Valorem taxes, Utility taxes, Charges for Services and Franchise fees.

We were able to finish the fiscal year at 1.19 % below the projected expenses in the General Fund. The net revenue over expenses is \$218,677 (Exhibit 2)

**Revenues and Expenditures:**

1. Village Commission. The department closed the year at almost 25% under budget. The difference is attributed to:
  - a) Commission Compensation earmarked for one Commissioner was not expended in the amount of \$2,000.
  - b) Audit for Biscayne Park Foundation amounting to \$3,500 was not needed.
  - c) Education & Training in the amount of \$1,329 was not expended.
2. Administration. The department closed the year at 19% under the budget. It is attributed to:
  - a) Regular Salary is over the budget by \$10,191. It is due to the change in salary for the period the Village Clerk served as Interim Manager. That amount is compensated by the savings of \$24,209 in Administrative Salaries.
  - b) Other Charges for Services. The amount of \$4,590 for ball player reimbursement was not budgeted.
3. Finance. The department finished the year at 8% under the budget.
  - a) Contract Service increased by \$9,247 for payment made to Estrada Hinojosa and the temporary clerk
4. Planning & Zoning. The department closed the year 25% (or \$3,500) under budget.

5. General Government. The department was able to close the year 6% under budget as follows:
  - a) Regular Salary yielded a savings of \$30,392 due to departure of the Public Works Manager.
  - b) Florida Retirement System increased by \$7,844 for payment of 2010 cases.
  - c) Professional Legal Services exceeded the budget by \$6,007 for attorney's fees.
  - d) Professional Medical exceeded the budget by \$2,338 attributed to the executive search for the Village Manager, and the expense for drug testing of Golden Gates staffing applications, of which those charges are reimbursed to the Village.
  - e) Professional Services-IT increased by \$3,080 due to the installation of a separate server for the police department.
  - f) Operating Supplies increased by \$4,388 mostly for the purchase of the chairs for the log cabin.
  
6. Police Department. The police department exceeded budget projections by 6%.
  - a) Although the Regular Salaries showed an excess of \$28,334, we realized savings in Other Salaries and Wages (\$15,000), Special Pay (\$4,207), and Court Pay (\$5,348).
  - b) Overtime line increased by \$59,482 and consequently the FRS went up as well by \$21,605.
  - c) Repairs and Maintenance Vehicles increased by \$11,514 due to maintenance of older vehicles.
  - d) Gasoline showed a savings of \$22,313.
  
7. Building Department. The department closed the year 11% over the budget. The increase was due to the following:
  - a) Professional Inspectors exceed projections by \$19,983. However, the amount was compensated in the increase of revenue showing in Charge for Services for the rise in building permit revenue.
  
8. Code Enforcement. The department finished the year 9% under budget. The highlights are:
  - a) Repairs & Maintenance Vehicles went up by \$,1035 due to the repair for the Code Car
  - b) Professional fees showed a saving of \$5,323. The amount allocated for the temporary Code Officer was not fully used.
  
9. Public Works. The department closed the year under the budget by 8%.
  - a) Contract Services Janitorial up by \$1,957.
  - b) Electric Village Hall up by \$1,030.
  - c) Repairs & Maintenance Building showed a savings of \$14,255.
  - d) Repairs and Maintenance Tree Trimming was over the budget by \$6,183.
  
10. Parks & Recreation. The department closed the year 8% under budget.
  - a) Other Salaries and Wages-Part-time showed a saving of \$15,678.
  - b) Repairs and Maintenance Equipment went over the budget by \$3,550.
  - c) Repairs and Maintenance Vehicles was up by \$1,947.

## Special Funds:

1. **Road Fund 101:** The Road Fund yielded a total revenue of \$127,078 while the expenses are \$129,281. The loss of \$2,202 is attributed to:
  - a) Repairs & Maintenance Equipment was over the budget by \$648.
  - b) Repairs & Maintenance Vehicles exceeded the line item by \$1,129.
  - c) Repairs & Maintenance-Sidewalks & Median up by \$2,925.
2. **CITT-Transportation 103:** Revenues generated were \$94,279 while the expenses incurred were \$24,039 as follows:
  - a. New Street Address Signs. A total of \$41,213 was allocated and was not used.
  - b. Professional Services-Road Repair. The projection for this line item was \$25,000 and only a fraction of the amount (\$1,178) was expended.
  - c. Storm Drainage. The projected expense of \$6,000 was not used.

Overall, the CITT Transportation showed a net revenue/expense of \$70,240.

3. **CITT Transit 104:** In fiscal year 2015-2016, there was no activity as 98% of projected revenue was collected by the Village in the amount of \$23,030 while no expenses were schedule or incurred for the year.
4. **Police Forfeiture Account 105:** There were no revenues projected. However, there were expenses that occurred for the rental car that the police department was using. The total expense, including bank charges, was \$8,003.
5. **Capital Improvements 302:** The revenues were projected at \$192,400 in order to complete the log cabin renovation project. The projected revenues include:
  - a. General Fund transfer to CIP for log cabin phase 4: \$135,000
  - b. The annual commercial loan payment of \$32,400
  - c. Historic log cabin match 50%: \$25,000

The non-budgeted amount of revenues for the year was \$125,793. It is comprised of:

- a. Historical Resources Grant of \$50,000 for log cabin construction.
- b. Grant for \$25,000 from the Villagers for log cabin restoration.
- c. Grant for Biscayne Park Community signs for \$50,793.

The expenditures incurred during that year were \$475,342, which includes:

- a. \$126,573 for development of the Stormwater Master Plan that will be reimbursed in fiscal year 2016-17.
- b. Payments to Bejar Construction: \$62,104
- c. Payments to McKenzie Construction: \$277,286
- d. Payments to R.J. Heisenbottle: \$9,379

The net revenue/expense was -\$157,149 (Exhibit 3). The final number will be -\$30,576 after the reimbursement of the \$126,753 from the State of Florida for the Stormwater Master Plan.

6. **Sanitation Fund 402:** The Sanitation fund showed a total revenue of \$475,802 while the expenses were at \$502,884. The difference is attributed to \$27,082 in sanitation fees that are yet to be remitted by the Office of the Property Appraiser. However, we expect to receive them at a later date.

The budget amendments highlighted above for each department are in line with the required amendments shown in the table in Exhibit 4 for all funds.

Overall, with the combination of all funds the Village showed net revenues of \$3,811,743 and net expenses at \$3,693,703. The net revenue/expense shows a surplus of \$118,050 (Exhibit 4).

### **Recommendation**

It is recommended the Village Commission approve Ordinance 2016-09 Budget Amendment for fiscal year 2015-2016 at second reading.

### **Attachment**

Exhibit 1 – Ordinance 2016-09

Exhibit 2 – General Fund and Special Fund 4<sup>th</sup> Quarter Summary

Exhibit 3 – End of Year Detail for Capital Fund, Sanitation Fund and Police Forfeiture

Exhibit 4 – Budget Amendment Detail

Exhibit 5 – Bank Balances as of September 30, 2016

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Prepared by: Claude Charles, Finance Manager





Commissioner Anderson: \_\_\_\_

Commissioner Jonas: \_\_\_\_

Commissioner Watts: \_\_\_\_

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Attest:

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Maria C. Camara, Village Clerk

Approved as to form:

\_\_\_\_\_  
John J. Hearn, Village Attorney

**EXHIBIT 2**

**FINANCIAL REPORT VILLAGE OF BISCAYNE PARK  
FISCAL YEAR 2015-2016**

DESCRIPTION	1ST QUARTER BUDGET COMPLETION 25.00%				2ND QUARTER BUDGET COMPLETION 50.00%				3RD QUARTER BUDGET COMPLETION 74.86%				4th QUARTER BUDGET COMPLETION 100.00%			
	2015-16 AMENDED BUDGET	YTD BAL. DEC. 2015	AVAILABLE BALANCE	% BDGT USED	2015-16 AMENDED BUDGET	YTD BAL. MARCH 2016	AVAILABLE BALANCE	% BDGT USED	2015-16 AMENDED BUDGET	YTD BAL. JUNE 2016	AVAILABLE BALANCE	% BDGT USED	2015-16 AMENDED BUDGET	YTD BAL. SEPT. 2016	AVAILABLE BALANCE	% BDGT USED
<b>ESTIMATED REVENUES</b>																
AD VALOREM TAXES	1,474,664	1,250,756	223,908.00	84.82%	1,474,664	1,355,812	118,852	91.94%	1,474,664	1,512,518	-37,854	102.57%	1,474,664	1,557,820	-83,156	105.64%
UTILITY TAXES	278,626	99,179	179,447.00	35.60%	278,626	159,523	119,103	57.25%	278,626	222,611	56,015	79.90%	278,626	343,752	-65,126	123.37%
CHARGE FOR SERVICES	196,153	37,945	158,208.00	19.34%	196,153	98,000	98,153	49.96%	196,153	173,950	22,203	88.68%	196,153	234,258	-38,105	119.43%
FRANCHISE FEES	169,339	48,094	121,245.00	28.40%	169,339	86,460	82,880	51.06%	169,339	127,188	42,151	75.11%	169,339	183,643	-14,303	108.45%
OPERATING CONTRIBUTIONS	7,600	4,258	3,342.00	56.03%	7,600	6,694	906	88.08%	7,600	8,386	-786	110.34%	7,600	10,014	-2,414	131.76%
INTERGOVERNMENTAL REVENUES	289,406	82,175	207,231.00	28.39%	289,406	166,447	122,958	57.51%	289,406	242,149	47,257	83.67%	289,406	294,484	-5,079	101.75%
JUDGEMENT & FINES	62,669	16,995	45,674.00	27.12%	62,669	43,839	18,830	69.95%	62,669	46,857	15,812	74.77%	62,669	60,979	1,690	97.30%
MISCELLANEOUS REVENUES	9,500	3,192	6,308.00	33.60%	9,500	3,548	5,952	37.35%	9,500	4,123	5,377	43.39%	9,500	3,771	5,729	39.69%
TRANSFERS IN	96,964	0	96,964.00	0.00%	96,964	0	96,964	0.00%	96,964	0	96,964	0.00%	96,964	84,111	12,853	86.74%
<b>TOTAL ESTIMATED REVENUES</b>	<b>2,584,921</b>	<b>1,542,594</b>	<b>1,042,327</b>	<b>59.68%</b>	<b>2,584,921</b>	<b>1,920,325</b>	<b>664,596</b>	<b>74.29%</b>	<b>2,584,921</b>	<b>2,337,782</b>	<b>247,139</b>	<b>90.44%</b>	<b>2,584,921</b>	<b>2,772,830</b>	<b>-187,909</b>	<b>107.27%</b>
<b>EXPENDITURES</b>																
TRANSFER OUT	192,400	0	192,400.00	0.00%	192,400	0	192,400	0.00%	192,400	0	192,400	0.00%	192,400	192,400	0	100.00%
Totals for dept 511-Village Commission	23,818	4,809	19,009.00	20.19%	23,818	10,450	13,368	43.87%	23,818	10,420	13,398	43.75%	23,818	17,927	5,891	75.27%
Totals for dept 512-Administration	212,449	50,990	161,459.00	24.00%	212,449	96,267	116,182	45.31%	212,449	159,660	52,789	75.15%	212,449	194,004	18,445	91.32%
Totals for dept 513-Finance	108,418	24,222	84,196.00	22.34%	108,419	45,754	62,666	42.20%	108,419	71,560	36,859	66.00%	108,419	99,501	8,918	91.77%
Totals for dept 519-General Government	407,876	94,243	313,633.00	23.11%	407,876	188,471	219,405	46.21%	407,876	283,378	124,498	69.48%	407,876	383,036	24,840	93.91%
Totals for dept 515-Planning & Zoning	14,000	10,500	3,500.00	75.00%	14,000	10,500	3,500	75.00%	14,000	14,000	0	100.00%	14,000	10,500	3,500	75.00%
Totals for dept 524- Building Department	124,366	19,958	104,408.00	16.05%	124,365	51,765	72,600	41.62%	124,365	85,636	38,729	68.86%	124,365	138,262	-13,897	111.17%
Totals for dept 521-Police	1,009,816	271,381	738,435.00	26.87%	1,009,816	471,809	538,007	46.72%	1,009,816	786,985	222,831	77.93%	1,009,816	1,071,202	-61,386	106.08%
Totals for dept 529-Code Enforcement	75,759	14,194	61,565.00	18.74%	75,759	28,384	47,374	37.47%	75,759	49,817	25,942	65.76%	75,759	68,920	6,839	90.97%
Totals for dept 539-Public Works	281,334	70,240	211,094.00	24.97%	281,334	132,786	148,547	47.20%	281,334	193,225	88,108	68.68%	281,334	260,144	21,190	92.47%
Totals for dept 572-Parks and Recreation	134,685	31,428	103,257.00	23.33%	134,684	64,009	70,676	47.52%	134,684	92,073	42,611	68.36%	134,684	118,257	16,427	87.80%
<b>TOTAL EXPENDITURES</b>	<b>2,584,921</b>	<b>591,965</b>	<b>1,992,956</b>	<b>22.90%</b>	<b>2,584,921</b>	<b>1,100,195</b>	<b>1,484,726</b>	<b>42.56%</b>	<b>2,584,921</b>	<b>1,746,754</b>	<b>838,166</b>	<b>67.57%</b>	<b>2,584,921</b>	<b>2,554,153</b>	<b>30,767</b>	<b>98.81%</b>
<b>NET OF REVENUES/EXPENDITURES</b>		<b>950,629</b>				<b>820,130</b>				<b>591,028</b>				<b>218,677</b>		

EXHIBIT 2

BUDGET REPORT FOR VILLAGE OF BISCAYNE PARK  
Calculations as of 09/30/2016

		1ST QUARTER BUDGET COMPLETION				2ND QUARTER BUDGET COMPLETION				3RD QUARTER BUDGET COMPLETION				4TH QUARTER BUDGET COMPLETION			
		25.00%				50.00%				75.00%				100.00%			
GL NUMBER	DESCRIPTION	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 12/31/2015	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 3/31/2016	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 6/30/2016	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 9/30/2016	remaining	% Used
<b>Fund 101 - Road Fund</b>																	
<b>ESTIMATED REVENUES</b>																	
<b>Local Option Gas Tax</b>																	
101-000-3124100.000	Local Option Gas Taxes-6 Cent	56521	14642	41879	25.91%	56521	28376	28145	50.20%	56521	41895	14626	74.12%	56521	56687	-166	100.29%
101-000-3124200.000	Local Option Gas Tax (5 Cent)	21885	5605	16280	25.61%	21885	11003	10882	50.28%	21885	16239	5646	74.20%	21885	21870	15	99.93%
<b>Total Local Option Gas Tax</b>		<b>78406</b>	<b>20247</b>	<b>58159</b>	<b>25.82%</b>	<b>78406</b>	<b>39379</b>	<b>39027</b>	<b>50.22%</b>	<b>78406</b>	<b>58134</b>	<b>20272</b>	<b>74.14%</b>	<b>78406</b>	<b>78558</b>	<b>-152</b>	<b>100.19%</b>
<b>CHARGE FOR SERVICES</b>																	
101-000-3342100.000	FDOT 6 Ave Median Maintenance	0	354	-354	0.00%	0	708	-708	0.00%	0	354	-354	0.00%	0	708	-708	0.00%
101-000-3491010.000	Admin Fees-Sanitation	23173	0	23173	0.00%	23173	0	23173	0.00%	23173	0	23173	0.00%	23173	23173	0	100.00%
<b>TOTAL CHARGE FOR SERVICES</b>		<b>23173</b>	<b>354</b>	<b>22819</b>	<b>1.53%</b>	<b>23173</b>	<b>708</b>	<b>22465</b>	<b>3.06%</b>	<b>23173</b>	<b>354</b>	<b>22819</b>	<b>1.53%</b>	<b>23173</b>	<b>23881</b>	<b>-708</b>	<b>103.06%</b>
<b>INTERGOVERNMENTAL REVENUES</b>																	
101-000-3344900.000	Fuel Tax Refund	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-000-3351200.000	Revenue Sharing	25555	7982	17573	31.23%	25555	13132	12423	51.39%	25555	16556	8999	64.78%	25555	22580	2975	88.36%
101-541-3351200.000	State Revenue Sharing	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	2060	0	0.00%
<b>TOTAL INTERGOVERNMENTAL REVENUES</b>		<b>25555</b>	<b>7982</b>	<b>17573</b>	<b>31.23%</b>	<b>25555</b>	<b>13132</b>	<b>12423</b>	<b>51.39%</b>	<b>25555</b>	<b>16556</b>	<b>8999</b>	<b>64.78%</b>	<b>25555</b>	<b>24640</b>	<b>2975</b>	<b>96.42%</b>
<b>TRANSFERS IN</b>																	
101-000-3810000.000	Transfers In	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-3810000.000	Transfers In	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
<b>TOTAL TRANSFERS IN</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>MISCELLANEOUS REVENUES</b>																	
101-000-3830000.000	Proceeds From Capital Lease	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-3830000.000	Proceeds From Capital Lease	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
<b>TOTAL MISCELLANEOUS REVENUES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL REVENUES FUND 101</b>		<b>127134</b>	<b>28583</b>	<b>98551</b>	<b>22.48%</b>	<b>127134</b>	<b>53219</b>	<b>73915</b>	<b>41.86%</b>	<b>127134</b>	<b>75043</b>	<b>52091</b>	<b>59.03%</b>	<b>127134</b>	<b>127078</b>	<b>2116</b>	<b>99.96%</b>
<b>EXPENDITURES</b>																	
<b>Dept 541-Streets and Roads</b>																	
101-541-5120000.000	Regular Salaries	61213	14130	47083	23.08%	61213	26393	34820	43.12%	61213	45572	15641	74.45%	61213	61194	19	99.97%
101-541-5120000.210	Employee Bonuses	1000	1000	0	100.00%	1000	1000	0	100.00%	1000	1000	0	100.00%	1000	1000	0	100.00%
101-541-5140000.000	Overtime	2000	246	1754	12.29%	2000	246	1754	12.29%	2000	246	1754	12.29%	2000	1930	70	96.52%
101-541-5210000.000	Fica/Medicare	4912	1176	3736	23.95%	4912	2093	2819	42.61%	4912	3566	1346	72.60%	4912	4881	31	99.37%
101-541-5220000.000	Florida Retirement System	4662	1019	3643	21.85%	4662	1645	3017	35.29%	4662	3189	1473	68.41%	4662	4473	189	95.94%
101-541-5230000.000	Health Insurance	14979	4839	10140	32.30%	14979	8520	6459	56.88%	14979	12315	2664	82.22%	14979	15953	-974	106.50%
101-541-5240000.000	Workers Compensation	5274	1319	3956	25.00%	5274	2637	2637	50.00%	5274	3963	1311	75.14%	5274	4713	561	89.36%
101-541-5320000.000	Professional Services-Audit Fees	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5410000.100	Communications -Telephone	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5430000.160	Utilities-Roads	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5450000.100	Insurance-Liability	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5450000.300	Insurance-Vehicles	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5460000.200	Repairs & Maintenance-Equipment	2000	735	1265	36.77%	2000	1948	52	97.40%	2000	2219	-219	110.93%	2000	2648	-648	132.38%
101-541-5460000.250	Repairs & Maintenance-Vehicles	1500	1049	451	69.96%	1500	1049	451	69.96%	1500	1114	386	74.29%	1500	2629	-1129	175.24%
101-541-5460000.300	pairs & Maintenance-Sidewalks & Med	2594	3029	-435	116.77%	2594	5519	-2925	212.76%	2594	5519	-2925	212.76%	2594	5519	-2925	212.76%
101-541-5520000.000	Miscellaneous Operating Supplies	1300	573	727	44.06%	1300	890	410	68.46%	1300	1124	176	86.44%	1300	1566	-266	120.48%
101-541-5520000.201	Gas/Oil/Grease	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5520000.205	Uniforms & Cleaning	1500	551	949	36.76%	1500	1160	340	77.33%	1500	1793	-293	119.54%	1500	1793	-293	119.54%
101-541-5520000.210	Gasoline	3000	354	2646	11.80%	3000	425	2575	14.17%	3000	721	2279	24.03%	3000	1231	1769	41.02%
101-541-5520000.211	Diesel	2000	762	1238	38.10%	2000	1036	964	51.80%	2000	1583	417	79.15%	2000	3182	-1182	159.12%
101-541-5530000.000	Road Materials	4000	508	3492	12.70%	4000	3054	946	76.35%	4000	3054	946	76.35%	4000	3969	31	99.24%
101-541-5550000.000	Education and Training	200	0	200	0.00%	200	0	200	0.00%	200	0	200	0.00%	200	0	200	0.00%

		1ST QUARTER BUDGET COMPLETION				2ND QUARTER BUDGET COMPLETION				3RD QUARTER BUDGET COMPLETION				4TH QUARTER BUDGET COMPLETION			
		25.00%				50.00%				75.00%				100.00%			
GL NUMBER	DESCRIPTION	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 12/31/2015	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 3/31/2016	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 6/30/2016	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 9/30/2016	remaining	% Used
101-541-5640000.000	Capital Acquisitions-Equipment	15000	3150	11850	21.00%	15000	6300	8700	42.00%	15000	9450	5550	63.00%	15000	12600	2400	84.00%
101-541-5701000.200	Debt Service-JD Tractor-Principal	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5701100.100	Debt Servng-Principal Dodge Ram	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5720500.100	Debt Service-Interest Dodge Ram	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5720500.200	Debt Service-JD Tractor-Interest	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5930000.900	Administration Fee	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-6400000.000	Capital Acquisitions-Equipment	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
101-541-5810000.000	Transfers Out-Admin Fee	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
<b>TOTAL EXPENDITURES</b>		<b>127134</b>	<b>34440</b>	<b>92694</b>	<b>27.09%</b>	<b>127134</b>	<b>63915</b>	<b>63219</b>	<b>50.27%</b>	<b>127134</b>	<b>96428</b>	<b>30706</b>	<b>75.85%</b>	<b>127134</b>	<b>129281</b>	<b>-2147</b>	<b>101.69%</b>
<b>IF REVENUES/APPROPRIATIONS - FUND 101</b>		<b>-5857</b>				<b>-10696</b>				<b>-21385</b>				<b>-2202</b>			

**EXHIBIT 2**

**BUDGET REPORT FOR VILLAGE OF BISCAYNE PARK**  
Calculations as of 09/30/2016

		1ST QUARTER BUDGET COMPLETION				2ND QUARTER BUDGET COMPLETION				3RD QUARTER BUDGET COMPLETION				4TH QUARTER BUDGET COMPLETION			
		25.00%				50.00%				75.00%				100.00%			
GL NUMBER	DESCRIPTION	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 12/31/2015	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 3/31/2016	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 6/30/2016	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 9/30/2016	remaining	% Used
<b>Fund 104 - CITT-Transit</b>																	
<b>ESTIMATED REVENUES</b>																	
<b>INTERGOVERNMENTAL REVENUES</b>																	
104-000-3382000.000	Transit Surtax Revenues	24030	2672	21358	11.12%	24030	8102	15928	33.72%	24030	14717	9313	61.24%	24030	23570	460	98.08%
<b>TOTAL INTERGOVERNMENTAL REVENUES</b>		<b>24030</b>	<b>2672</b>	<b>21358</b>	<b>11.12%</b>	<b>24030</b>	<b>8102</b>	<b>15928</b>	<b>33.72%</b>	<b>24030</b>	<b>14717</b>	<b>9313</b>	<b>61.24%</b>	<b>24030</b>	<b>23570</b>	<b>460</b>	<b>98.08%</b>
<b>TOTAL REVENUES</b>		<b>24030</b>	<b>2672</b>	<b>21358</b>	<b>11.12%</b>	<b>24030</b>	<b>8102</b>	<b>15928</b>	<b>33.72%</b>	<b>24030</b>	<b>14717</b>	<b>9313</b>	<b>61.24%</b>	<b>24030</b>	<b>23570</b>	<b>460</b>	<b>98.08%</b>
<b>EXPENDITURES</b>																	
104-000-5690000.000	General Contingencies	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
<b>TOTAL EXPENDITURES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>NET OF REVENUES/EXPENSES - FUND 104</b>			<b>2672</b>				<b>8102</b>				<b>14717</b>				<b>23570</b>		

**EXHIBIT 2**

**BUDGET REPORT FOR VILLAGE OF BISCAYNE PARK**  
Calculations as of 06/30/2016

GL NUMBER	DESCRIPTION	1ST QUARTER BUDGET COMPLETION				2ND QUARTER BUDGET COMPLETION				3RD QUARTER BUDGET COMPLETION				4th QUARTER BUDGET COMPLETION			
		25.00%				50.00%				75.00%				75.00%			
		2015-16 APPROVED BUDGET	2015-16 ACTIVITY 12/31/2015	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 3/31/2016	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 6/30/2016	remaining	% Used	2015-16 APPROVED BUDGET	2015-16 ACTIVITY 9/30/2016	remaining	% Used
<b>Fund 103 - CITT-Transportation</b>																	
<b>ESTIMATED REVENUES</b>																	
<b>Dept 541-Streets and Roads</b>																	
<b>INTERGOVERNMENTAL REVENUES</b>																	
103-541-3382100.000	Transportation Surtax Revenues	96123	10688	85435	11.12%	96123	32409	85435	33.72%	96123	58867	37256	61.24%	96123	94279	1844	98.08%
<b>TOTAL INTERGOVERNMENTAL REVENUES</b>		<b>96123</b>	<b>10688</b>	<b>85435</b>	<b>11.12%</b>	<b>96123</b>	<b>32409</b>	<b>85435</b>	<b>33.72%</b>	<b>96123</b>	<b>58867</b>	<b>37256</b>	<b>61.24%</b>	<b>96123</b>	<b>94279</b>	<b>1844</b>	<b>98.08%</b>
<b>MISCELLANEOUS REVENUES</b>																	
103-541-3611000.000	Interest Earnings	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%	0	0	0	0.00%
<b>TOTAL MISCELLANEOUS REVENUES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>TOTAL REVENUES</b>		<b>96123</b>	<b>10688</b>	<b>85435</b>	<b>11.12%</b>	<b>96123</b>	<b>32409</b>	<b>85435</b>	<b>33.72%</b>	<b>96123</b>	<b>58867</b>	<b>37256</b>	<b>61.24%</b>	<b>96123</b>	<b>94279</b>	<b>1844</b>	<b>98.08%</b>
<b>EXPENDITURES</b>																	
<b>Dept 541-Streets and Roads</b>																	
103-541-5300000.200	New Street Address Signs	41123	0	41123	0.00%	41123	0	41123	0.00%	41123	0	41123	0.00%	41123	0	41123	0.00%
103-541-5310000.350	Professional Services-Road Repair	25000	0	25000	0.00%	25000	0	25000	0.00%	25000	0	25000	0.00%	25000	1178	23822	4.71%
103-541-5310000.450	Storm Drainage	6000	0	6000	0.00%	6000	0	6000	0.00%	6000	0	6000	0.00%	6000	0	6000	0.00%
103-541-5430000.100	Utilities-Street Lights	24000	5683	18317	23.68%	24000	9427	18317	39.28%	24000	17091	6909	71.21%	24000	22861	1139	95.25%
<b>TOTAL EXPENDITURES</b>		<b>96123</b>	<b>5683</b>	<b>90440</b>	<b>5.91%</b>	<b>96123</b>	<b>9427</b>	<b>90440</b>	<b>9.81%</b>	<b>96123</b>	<b>17091</b>	<b>79032</b>	<b>17.78%</b>	<b>96123</b>	<b>24039</b>	<b>72084</b>	<b>25.01%</b>
<b>IF REVENUES/APPROPRIATIONS - FUND 103</b>			<b>5005</b>				<b>22982</b>				<b>41776</b>				<b>70240</b>		

### EXHIBIT 3

09/30/2016

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 09/30/2016

% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 09/30/2016	AVAILABLE BALANCE	% BDGT USED
<b>Fund 402 - Sanitation Fund</b>					
	Charge For Services	502,343	475,802	26,541	94.72
<b>TOTAL Revenues</b>		<b>502,343</b>	<b>475,802</b>	<b>26,541</b>	<b>94.72</b>
	534-Garbage/Solid Waste	502,343	502,884	(541)	100.11
<b>TOTAL Expenditures</b>		<b>502,343</b>	<b>502,884</b>	<b>(541)</b>	<b>100.11</b>
Fund 402 - Sanitation Fund:					
TOTAL REVENUES		502,343	475,802	26,541	94.72
TOTAL EXPENDITURES		502,343	502,884	(541)	100.11
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0</b>	<b>(27,082)</b>	<b>27,082</b>	

## EXHIBIT 3

09/30/2016

### REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK

PERIOD ENDING 09/30/2016

% Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 09/30/2016	AVAILABLE BALANCE	% BDGT USED
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**Fund 105 - Police Forfeiture Fund**

**Revenues**

Miscellaneous Revenues

105-541-3611000.000	Interest Earnings	0	0	0	0.00
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<b>TOTAL Revenues</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00</b>
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**Expenditures**

105-513-5300000.000	Bank Service Charges	0	186	-186	100.00
105-521-5440000.450	Vehilce Rentals	0	7817	-7817	100.00
105-521-5520000.000	Operating Supplies	500	0	500	0.00

<b>TOTAL Expenditures</b>		<b>500</b>	<b>8003</b>	<b>-7503</b>	
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**Fund 105 - Police Forfeiture Fund:**

TOTAL REVENUES		0	0	0	0.00
TOTAL EXPENDITURES		500	8003	-7503	
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>-500</b>	<b>-8003</b>	<b>7503</b>	

### EXHIBIT 3

09/30/2016

REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK  
 PERIOD ENDING 09/30/2016  
 % Fiscal Year Completed: 100.00

GL NUMBER	DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 09/30/2016	AVAILABLE BALANCE	% BDGT USED
<b>Fund 302 - Capital Improvements Fund</b>					
	Operating Grants	0	125,793	(125,793)	100.00
	Total Revenue:	0	125,793	(125,793)	100.00
	Transfers In	192,400	192,400	0	100.00
	Total Transfers-In:	192,400	192,400	0	100.00
	539-Public Works	192,400	318,193	(125,793)	165.38
	TOTAL Revenues	192,400	318,193	(125,793)	165.38
	Total Expenditure:	192,400	475,342	(282,942)	247.06
	539-Public Works	192,400	475,342	(282,942)	247.06
	<b>TOTAL Expenditures</b>	<b>192,400</b>	<b>475,342</b>	<b>(282,942)</b>	<b>247.06</b>

<b>Fund 302 - Capital Improvements Fund:</b>					
	<b>TOTAL REVENUES</b>	<b>192,400</b>	<b>318,193</b>	<b>(125,793)</b>	<b>165.38</b>
	<b>TOTAL EXPENDITURES</b>	<b>192,400</b>	<b>475,342</b>	<b>(282,942)</b>	<b>247.06</b>
	<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0</b>	<b>(157,149)</b>	<b>157,149</b>	<b>100.00</b>

EXHIBIT 4

09/30/2016 REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK  
 PERIOD ENDING 09/30/2016  
 % Fiscal Year Completed: 100.00

BUDGET AMENDMENTS  
 2015-2016

GL NUMBER	DESCRIPTION	2015-16 BUDGET	YTD BALANCE 09/30/2016	AVAILABLE BALANCE	% BDGT USED	2015-16	FINAL	AMENDMENT DESCRIPTION	2015-2016	2015-2016
						ORIGINAL BUDGET	BUDGET AMENDMENT		REVISED FINAL BUDGET	ACTIVITY THRU 09/30/16
<b>Fund 001 - General Fund</b>										
<b>Revenues</b>										
Ad Valorem Taxes										
001-000-3110000.000	Ad Valorem Taxes	1474664	1557820	-83156	106%	1474664	83156	Surplus in Ad Valorem taxes	1557820	
<b>Ad Valorem Taxes</b>		<b>1474664</b>	<b>1557820</b>	<b>-83156</b>	<b>106%</b>	<b>1474664</b>	<b>83156</b>		<b>1557820</b>	
Utility Fees										
001-000-3141000.000	Electric Utility Tax	118000	171946	-53946	146%	118000	53946	Surplus in Utility taxes	171946	
001-000-3143000.000	Water Utility Tax	34000	59001	-25001	174%	34000	25001	Surplus in Utility taxes	59001	
001-000-3144000.000	Gas/Propane Utility Tax	8000	6311	1689	79%	8000	-1689		6311	
001-000-3150000.000	Communications Service Tax	118626	106493	12133	90%	118626	-12133		106493	
<b>Utility Fees</b>		<b>278626</b>	<b>343752</b>	<b>-65126</b>	<b>123%</b>	<b>278626</b>	<b>65126</b>		<b>343752</b>	
Charge For Services										
001-000-3221000.000	Building Permits	73000	97956	-24956	134%	73000	24956	Increase in Permits issued	97956	
001-000-3222000.000	Electric Permits	9560	14001	-4441	146%	9560	4441	Increase in Permits issued	14001	
001-000-3223000.000	Plumbing Permits	12448	22157	-9709	178%	12448	9709	Increase in Permits issued	22157	
001-000-3224000.000	A/C Mechanical Permits	5604	10650	-5046	190%	5604	5046	Increase in Permits issued	10650	
001-000-3226000.000	Painting Permits	1500	1719	-219	115%	1500	219		1719	
001-000-3227000.000	Garage Sale Permits	500	582	-82	116%	500	82		582	
001-000-3228000.000	Plan Review	40375	15645	24730	39%	40375	-24730	Over Budgeted	15645	
001-000-3229000.000	Permit Admin/Application Fees	8500	17455	-8955	205%	8500	8955	Increase in Permits issued	17455	
001-000-3229100.000	Contractor Registration	6000	9663	-3663	161%	6000	3663		9663	
001-000-3290500.000	Home Occupation Fee	450	2150	-1700	478%	450	1700		2150	
001-000-3291000.000	Home Re-Occupancy Fee	5000	1300	3700	26%	5000	-3700	Over Budgeted	1300	
001-000-3292500.000	Variance Application Fee	600	790	-190	132%	600	190		790	
001-000-3292750.000	Local Home Business Fee	0	0	0	0%	0	0		0	
001-000-3293000.000	Landlord Permit Fee	1500	1960	-460	131%	1500	460		1960	
001-000-3342100.000	FDOT 6 Ave Median Maintenance	1416	708	708	50%	1416	-708		708	
001-000-3472100.000	Program Fees	14000	18930	-4930	135%	14000	4930		18930	
001-000-3472200.000	Concession Sales	500	3864	-3364	773%	500	3364		3864	
001-000-3472250.000	Facility Rental	4000	8278	-4278	207%	4000	4278	Increase in facility rental	8278	
001-000-3490000.000	Administrative Fees	0	0	0	0%	0	0		0	
001-000-3490000.100	Police Services	500	320	180	64%	500	-180		320	
001-000-3490000.200	Film Revenue	0	250	-250	0%	0	250		250	
001-000-3490000.300	Notary Fees	200	62	138	31%	200	-138		62	
001-000-3490000.400	Special Event Fees	0	225	-225	0%	0	225		225	
001-000-3610000.100	Recreation Program Sponsorship	5000	0	5000	0%	5000	-5000		0	
001-000-3611500.000	Lien Search and Copies	5500	5594	-94	102%	5500	94		5594	
<b>Charge For Services</b>		<b>196153</b>	<b>234258</b>	<b>-38105</b>	<b>119%</b>	<b>196153</b>	<b>38105</b>		<b>234258</b>	
<b>Franchise Fees</b>										
001-000-3230000.700	Franchise Fee -Waste Pro	42783	42783	0	100%	42783	0		42783	
001-000-3231000.000	Electric Franchise Fees	125056	137433	-12377	110%	125056	12377	Increase in franchise fees	137433	
001-000-3231500.000	Franchise Fee-Gas/Propane	1500	3427	-1927	228%	1500	1927		3427	
<b>Franchise Fees</b>		<b>169339</b>	<b>183643</b>	<b>-14304</b>	<b>108%</b>	<b>169339</b>	<b>14304</b>		<b>183643</b>	

**EXHIBIT 4**

09/30/2016

**REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BISCAYNE PARK**  
**PERIOD ENDING 09/30/2016**  
 % Fiscal Year Completed: 100.00

**BUDGET AMENDMENTS**  
**2015-2016**

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	AVAILABLE	% BDGT USED	2015-16	FINAL	AMENDMENT DESCRIPTION	2015-2016	2015-2016
		BUDGET	09/30/2016	BALANCE		ORIGINAL	BUDGET		REVISED	ACTIVITY
						BUDGET	AMENDMENT		FINAL BUDGET	THRU 09/30/16
Operating Grants										
001-000-3342000.000	Grant-Byrne	2600	2625	-25	101%	2600	25		2625	
001-000-3343200.100	Grants & Foundations	2000	0	2000	0%	2000	-2000	Project put on hold	0	
001-000-3610000.000	Miscellaneous & Donations	1000	5119	-4119	512%	1000	4119	Increase in Donations	5119	
001-000-3660000.000	Contributions-Other	2000	2270	-270	114%	2000	270		2270	
<b>Operating Grants</b>		<b>7600</b>	<b>10014</b>	<b>-2414</b>	<b>132%</b>	<b>7600</b>	<b>2414</b>		<b>10014</b>	
Intergovernmental Revenues										
001-000-3344900.000	Fuel Tax Refund	2961	0	2961	0%	2961	-2961		0	
001-000-3351200.000	State Revenue Sharing	70445	91325	-20880	130%	70445	20880		91325	
001-000-3351800.000	Half-Cent Sales Tax	216000	203159	12841	94%	216000	-12841	decrease in revenue	203159	
<b>Intergovernmental Revenues</b>		<b>289406</b>	<b>294484</b>	<b>-5078</b>	<b>102%</b>	<b>289406</b>	<b>5078</b>		<b>294484</b>	
Judgements & Fines										
001-000-3515000.000	Traffic Fines	7500	3234	4266	43%	7500	-4266	Over budgeted	3234	
001-000-3515500.000	School Crossing Guard Revenue	100	370	-270	370%	100	270		370	
001-000-3516000.000	Law Enforcement Training Fund	1500	768	732	51%	1500	-732		768	
001-000-3518000.000	Vehicle Impound Fees	500	0	500	0%	500	-500	No revenues	0	
001-000-3519000.000	Code Compliance Fines	53069	56606	-3537	107%	53069	3537		56606	
<b>Judgements &amp; Fines</b>		<b>62669</b>	<b>60979</b>	<b>1690</b>	<b>97%</b>	<b>62669</b>	<b>-1690</b>		<b>60979</b>	
Miscellaneous Revenues										
001-000-3517000.000	Towing Revenue	500	0	500	0%	500	-500	No revenues	0	
001-000-3611000.000	Interest Earnings	1000	475	525	48%	1000	-525		475	
001-000-3611200.000	Newsletter Advertising	1500	1196	304	80%	1500	-304		1196	
001-000-3613000.000	Reimbursements - Prior Year Exp.	1500	0	1500	0%	1500	-1500	No activities	0	
001-000-3690120.000	Insurance Proceeds	5000	2099	2901	42%	5000	-2901	Over budgeted	2099	
<b>Miscellaneous Revenues</b>		<b>9500</b>	<b>3771</b>	<b>5729</b>	<b>40%</b>	<b>9500</b>	<b>-5729</b>		<b>3771</b>	
Transfers In										
001-000-3810000.000	Transfers In	96964	84111	12853	87%	96964	-12853		84111	
<b>Total Transfers-In:</b>		<b>96964</b>	<b>84111</b>	<b>12853</b>	<b>87%</b>	<b>96964</b>	<b>-12853</b>		<b>84111</b>	
<b>TOTAL Revenues</b>		<b>2584921</b>	<b>2772830</b>	<b>-187909</b>	<b>107%</b>	<b>2584921</b>	<b>187910</b>		<b>2772831</b>	
Expenditures										
001-000-5810000.000	Transfers Out	192400	192400	0	100%					
<b>Total Transfers-Out:</b>		<b>192400</b>	<b>192400</b>	<b>0</b>	<b>100%</b>					
Dept 511-Village Commission										
001-511-5110000.000	Commission Compensation/Reimbursement	12000	10000	2000	83%	12000	-2000	No Comp. for 1 Commissioner	10000	
001-511-5210000.000	Fica/Medicare	918	765	153	83%	918	-153		765	
001-511-5310000.000	Professional Fees	3500	0	3500	0%	3500	-3500	No audit for the foundation	0	
001-511-5400000.000	Travel & Per diem	1500	1050	450	70%	1500	-450		1050	

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**BUDGET AMENDMENTS  
 2015-2016**

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	AVAILABLE	% BDGT USED	2015-16	FINAL	AMENDMENT DESCRIPTION	2015-2016	2015-2016
		BUDGET	09/30/2016	BALANCE		ORIGINAL	BUDGET		REVISED	ACTIVITY
001-511-5480000.000	Promotional Activities	2500	2351	149	94%	2500	-149	Over Budgeted	2351	
001-511-5490000.150	Misc Special Events	0	851	-851	0%	0	851		851	
001-511-5490000.410	VOBP 80th Anniversary	0	0	0	0%	0	0		0	
001-511-5540000.200	MEMBERSHIPS	900	1739	-839	193%	900	839		1739	
001-511-5550000.000	Education & Training	2500	1171	1329	47%	2500	-1329		1171	
<b>Total Dept 511-Village Commission</b>		<b>23818</b>	<b>17927</b>	<b>5891</b>	<b>75%</b>	<b>23818</b>	<b>-5891</b>		<b>17927</b>	
<b>Dept 512-Administration</b>										
001-512-5110000.000	Administrative Salaries	90351	66142	24209	73%	90351	-24209	Savings on Previous V. Mgr.	66142	
001-512-5120000.000	Regular Salaries	52067	62258	-10191	120%	52067	10191	Increase in Salary for Int. Mgr.	62258	
001-512-5120000.000	Fica/Medicare	10895	9823	1072	90%	10895	-1072		9823	
001-512-5220000.000	Florida Retirement System	23142	23269	-127	101%	23142	127		23269	
001-512-5230000.000	Health Insurance	15299	12336	2963	81%	15299	-2963		12336	
001-512-5240000.000	Workman Compensation	260	260	0	100%	260	0		260	
001-512-5310000.000	Professional Fees	3000	2670	330	89%	3000	-330		2670	
001-512-5400000.010	Car Allowance	4800	2800	2000	58%	4800	-2000	Expense thru April 2016	2800	
001-512-5400000.200	Travel & Per Diem	1500	575	925	38%	1500	-925		575	
001-512-5410000.010	Phone Stipend	2160	1460	700	68%	2160	-700		1460	
001-512-5480000.000	Promotional Activities	2000	1317	683	66%	2000	-683		1317	
001-512-5490000.000	Other Charge For Services	0	4590	-4590	0%	0	4590	Reimbursement ball player	4590	
001-512-5490000.100	Legal Advertising	3000	3352	-352	112%	3000	352		3352	
001-512-5490000.300	Municipal Elections	0	120	-120	0%	0	120		120	
001-512-5520000.000	Operating Supplies	250	263	-13	105%	250	13		263	
001-512-5520000.210	Gasoline	0	99	-99	0%	0	99		99	
001-512-5540000.200	Memberships	1725	1676	49	97%	1725	-49		1676	
001-512-5550000.000	Education and Training	2000	994	1006	50%	2000	-1006		994	
<b>Total Dept 512-Administration</b>		<b>212449</b>	<b>194004</b>	<b>18445</b>	<b>91%</b>	<b>212449</b>	<b>-18444</b>		<b>194005</b>	
<b>Dept 513-Finance</b>										
001-513-5120000.000	Regular Salaries	49440	48000	1440	97%	49440	-1440		48000	
001-513-5210000.000	Fica/Medicare	3872	3672	200	95%	3872	-200		3672	
001-513-5220000.000	Florida Retirement System	3589	3518	71	98%	3589	-71		3518	
001-513-5230000.000	Health Insurance	7182	7303	-121	102%	7182	121		7303	
001-513-5240000.000	Workman Compensation	90	91	-1	101%	90	1		91	
001-513-5300000.000	Bank Service Charges	500	113	387	23%	500	-387		113	
001-513-5320000.000	Professional Services-Audit Fees	22000	6300	15700	29%	22000	-15700	Audit fees	6300	
001-513-5340000.010	Payroll Processing Fees	2860	3243	-383	113%	2860	383		3243	
001-513-5340000.100	Contract Services-Finance	15000	24247	-9247	162%	15000	9247	Temp. Clerk	24247	
001-513-5340000.300	Annual Maintenance Fees-Accounting Softw	3225	2805	420	87%	3225	-420		2805	
001-513-5540000.200	Memberships	160	160	0	100%	160	0		160	
001-513-5550000.000	Education & Training	500	49	451	10%	500	-451		49	
<b>Total Dept 513-Finance</b>		<b>108418</b>	<b>99501</b>	<b>8917</b>	<b>92%</b>	<b>108418</b>	<b>-8917</b>		<b>99501</b>	
<b>Dept 515-Planning &amp; Zoning</b>										

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**BUDGET AMENDMENTS  
 2015-2016**

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	AVAILABLE	% BDGT	2015-16	FINAL	AMENDMENT DESCRIPTION	2015-2016	2015-2016
		BUDGET	09/30/2016	BALANCE	USED	ORIGINAL	BUDGET		REVISED	FINAL BUDGET
						BUDGET	AMENDMENT		THRU 09/30/16	
001-515-5310000.000	Professional Fees	14000	10500	3500	75%	14000	-3500		10500	
<b>Total Dept 515-Planning &amp; Zoning</b>		<b>14000</b>	<b>10500</b>	<b>3500</b>	<b>75%</b>	<b>14000</b>	<b>-3500</b>		<b>10500</b>	
<b>Dept 519-General Government</b>										
001-519-5120000.000	Regular Salaries	82077	51685	30392	63%	82077	-30392	Part of PW Manager Salary	51685	
001-519-5210000.000	Fica/Medicare	6279	3954	2325	63%	6279	-2325		3954	
001-519-5220000.000	Florida Retirement System	5959	13803	-7844	232%	5959	7844	2010 FRS Cases	13803	
001-519-5230000.000	Health Insurance	14365	11243	3122	78%	14365	-3122		11243	
001-519-5240000.000	Workman Compensation	150	151	-1	101%	150	1		151	
001-519-5310000.101	Professional Services-Medical	1770	4108	-2338	232%	1770	2338	New Village Manager search	4108	
001-519-5310000.102	Professional Services-IT	10255	13335	-3080	130%	10255	3080		13335	
001-519-5310000.135	Professional Sevices-Lobbyist	24000	23500	500	98%	24000	-500		23500	
001-519-5310000.150	Professional Services-Legal	70000	76007	-6007	109%	70000	6007	Attorney's fees	76007	
001-519-5310000.160	Professional Services-Other Legal	0	784	-784	0%	0	784		784	
001-519-5400000.200	Travel & Per Diem	100	0	100	0%	100	-100		0	
001-519-5410000.010	Phone Stipend	480	200	280	42%	480	-280		200	
001-519-5410000.100	Telephone/Communiations	19787	23429	-3642	118%	19787	3642	Under Budgeted	23429	
001-519-5420000.000	Postage	5000	3456	1544	69%	5000	-1544		3456	
001-519-5430000.301	Electric-Village Hall	0	0	0	0%	0	0		0	
001-519-5430000.315	Water & Sewer	0	0	0	0%	0	0		0	
001-519-5440000.100	Leased Equipment	3600	3280	320	91%	3600	-320		3280	
001-519-5440000.420	Rental Storage Facility	3300	2969	331	90%	3300	-331		2969	
001-519-5450000.050	Insurance-FMIT	121364	119674	1690	99%	121364	-1690		119674	
001-519-5450000.200	Insurance-Old Workers Comp Claim	15000	6115	8885	41%	15000	-8885	Old worker's comp. cases	6115	
001-519-5450000.400	Flood Insurance	3725	4263	-538	114%	3725	538		4263	
001-519-5460000.200	Repairs & Maintenance-Equipment	0	880	-880	0%	0	880		880	
001-519-5460000.250	Repairs & Maintenance-Vehicles	900	0	900	0%	900	-900		0	
001-519-5470000.000	Printing	1200	884	316	74%	1200	-316		884	
001-519-5480000.100	Promotional Activities-Newletter	4000	2435	1565	61%	4000	-1565		2435	
001-519-5490000.000	Other Charge For Services	1000	0	1000	0%	1000	-1000		0	
001-519-5490000.200	Filing Fees-Liens	1000	410	590	41%	1000	-590		410	
001-519-5490000.500	Licences and Permits	0	979	-979	0%	0	979		979	
001-519-5510000.000	Office Supplies	5000	4775	225	95%	5000	-225		4775	
001-519-5520000.000	Operating Supplies	2000	6388	-4388	319%	2000	4388		6388	
001-519-5520000.210	Gasoline	250	143	107	57%	250	-107		143	
001-519-5540000.410	Subscriptions	300	385	-85	128%	300	85		385	
001-519-5540000.420	MEMBERSHIPS	165	599	-434	363%	165	434		599	
001-519-5550000.000	Education & Training	750	0	750	0%	750	-750		0	
001-519-5640000.200	Capital Acquisitions-IT Project	0	703	-703	0%	0	703		703	
001-519-5820000.100	Aid to Private Organizations	2500	2500	0	100%	2500	0		2500	
001-519-5890000.120	Collections Fee Ad	1600	0	1600	0%	1600	-1600		0	
<b>Total Dept 519-General Government</b>		<b>407876</b>	<b>383036</b>	<b>24840</b>	<b>94%</b>	<b>407876</b>	<b>-24840</b>		<b>383036</b>	
<b>Dept 521-Police</b>										
001-521-5120000.000	Regular Salaries	519061	547395	-28334	105%	519061	28334	Under budgeted	547395	
001-521-5130000.000	Other Salaries & Wages	15000	0	15000	0%	15000	-15000	Not used	0	

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**BUDGET AMENDMENTS  
 2015-2016**

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	AVAILABLE	% BDGT USED	2015-16	FINAL	AMENDMENT DESCRIPTION	2015-2016	2015-2016
		BUDGET	09/30/2016	BALANCE		ORIGINAL	BUDGET		REVISED	ACTIVITY
001-521-5130000.100	Other Salaries & Wages-Part Time Salarie	20306	16559	3747	82%	20306	-3747		16559	
001-521-5140000.000	Overtime	24150	83632	-59482	346%	24150	59482	Short of 1 officer	83632	
001-521-5150000.000	Special Pay	4207	0	4207	0%	4207	-4207		0	
001-521-5160000.000	Court Pay	12000	6652	5348	55%	12000	-5348		6652	
001-521-5210000.000	Fica/Medicare	45176	49837	-4661	110%	45176	4661		49837	
001-521-5220000.000	Florida Retirement System	101252	122857	-21605	121%	101252	21605	Due to increase in OT	122857	
001-521-5230000.000	Health Insurance	75972	69301	6671	91%	75972	-6671		69301	
001-521-5240000.000	Workman Compensation	15762	15798	-36	100%	15762	36		15798	
001-521-5400000.200	Travel & Per Diem	600	582	18	97%	600	-18		582	
001-521-5410000.000	Telephone/Communiations	0	0	0	0%	0	0		0	
001-521-5410000.100	Telephone Stipends & Air Cards	5280	3716	1564	70%	5280	-1564		3716	
001-521-5430000.302	Electric-Police	0	0	0	0%	0	0		0	
001-521-5440000.900	Financing Lease Copier	1200	1979	-779	165%	1200	779	Copies color and black	1979	
001-521-5460000.200	Repairs & Maintenance-Equipment	3400	3190	210	94%	3400	-210		3190	
001-521-5460000.225	Repairs & Equipment-Radios	7000	7452	-452	106%	7000	452		7452	
001-521-5460000.250	Repairs & Maintenance-Vehicles	35000	46514	-11514	133%	35000	11514	Mintenance of older vehicles	46514	
001-521-5490000.250	Prosecution/Police Arrest Forms	1500	430	1070	29%	1500	-1070		430	
001-521-5490000.350	Police Facility Retro Fit	0	0	0	0%	0	0		0	
001-521-5520000.000	Miscellaneous Operating Supplies	6200	7821	-1621	126%	6200	1621		7821	
001-521-5520000.205	Uniforms & Cleaning	6450	7338	-888	114%	6450	888		7338	
001-521-5520000.210	Gasoline	65000	42687	22313	66%	65000	-22313	Over Budgeted	42687	
001-521-5520000.300	Vests and Non-Leathal Weapons	700	715	-15	102%	700	15		715	
001-521-5540000.200	Memberships	1100	1010	90	92%	1100	-90		1010	
001-521-5550000.000	Education & Training	4300	1967	2333	46%	4300	-2333		1967	
001-521-5701000.000	Debt Serving-Principal	30300	29863	437	99%	30300	-437		29863	
001-521-5720500.000	Debt Serving-Interest	6300	1931	4369	31%	6300	-4369		1931	
001-521-5800000.100	Byrne Grant	2600	1890	710	73%	2600	-710		1890	
001-521-6400000.000	Capital Acquisitions-Equipment	0	87	-87	0%	0	87		87	
<b>Total Dept 521-Police</b>		<b>1009816</b>	<b>1071202</b>	<b>-61386</b>	<b>106%</b>	<b>1009816</b>	<b>61387</b>		<b>1071203</b>	
<b>Dept 524-Building Department</b>										
001-524-5120000.000	Regular Salaries	37131	32668	4463	88%	37131	-4463	Savings on Salary of New Hire	32668	
001-524-5210000.000	Fica/Medicare	2841	2499	342	88%	2841	-342		2499	
001-524-5220000.000	Florida Retirement System	2696	1625	1071	60%	2696	-1071		1625	
001-524-5230000.000	Health Insurance	7182	7575	-393	105%	7182	393		7575	
001-524-5240000.000	Workman Compensation	68	65	4	95%	68	-4		65	
001-524-5310000.120	Professional Services-Inspectors	73848	93831	-19983	127%	73848	19983	Increase in number of permits	93831	
001-524-5540000.200	Memberships	100	0	100	0%	100	-100	Not used	0	
001-524-5550000.000	Education & Training	500	0	500	0%	500	-500	Not used	0	
<b>Total Dept 524-Building Department</b>		<b>124366</b>	<b>138262</b>	<b>-13896</b>	<b>111%</b>	<b>124366</b>	<b>13896</b>		<b>138262</b>	
<b>Dept 529-Code Enforcement</b>										
001-529-5120000.000	Regular Salaries	40912	39848	1064	97%	40912	-1064		39848	
001-529-5210000.000	Fica/Medicare	3130	3039	91	97%	3130	-91		3039	
001-529-5220000.000	Florida Retirement System	2970	2789	181	94%	2970	-181		2789	
001-529-5230000.000	Health Insurance	7182	7365	-183	103%	7182	183		7365	

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**BUDGET AMENDMENTS  
 2015-2016**

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	AVAILABLE	% BDGT USED	2015-16	FINAL	AMENDMENT DESCRIPTION	2015-2016	2015-2016
		BUDGET	09/30/2016	BALANCE		ORIGINAL	BUDGET		REVISED	ACTIVITY
001-529-5240000.000	Workers Compensation	75	76	-1	101%	75	1		76	
001-529-5310000.000	Professional Fees	17000	11676	5324	69%	17000	-5324	Code Officer savings	11676	
001-529-5400000.000	Telephone/Communiations	480	480	0	100%	480	0		480	
001-529-5460000.250	Repairs & Maintenance-Vehicles	2000	3035	-1035	152%	2000	1035	Repairs Code Car	3035	
001-529-5520000.000	Operating Supplies	500	107	393	21%	500	-393		107	
001-529-5520000.205	Uniforms & Cleaning	100	0	100	0%	100	-100		0	
001-529-5520000.210	Gasoline	500	316	184	63%	500	-184		316	
001-529-5540000.200	Memberships	110	0	110	0%	110	-110		0	
001-529-5550000.000	Education & Training	800	188	612	24%	800	-612		188	
<b>Total Dept 529-Code Enforcement</b>		<b>75759</b>	<b>68920</b>	<b>6839</b>	<b>91%</b>	<b>75759</b>	<b>-6839</b>		<b>68920</b>	
<b>Dept 539-Public Works</b>										
001-539-5120000.000	Regular Salaries	96577	95341	1236	99%	96577	-1236		95341	
001-539-5120000.210	Employee Bonuses	1000	1000	0	100%	1000	0		1000	
001-539-5140000.000	Overtime	2000	0	2000	0%	2000	-2000	Unused OT	0	
001-539-5210000.000	Fica/Medicare	7465	7388	77	99%	7465	-77		7388	
001-539-5220000.000	Florida Retirement System	7011	6748	263	96%	7011	-263		6748	
001-539-5230000.000	Health Insurance	22161	23293	-1132	105%	22161	1132	Under Budgeted	23293	
001-539-5240000.000	Workman Compensation	8178	8356	-178	102%	8178	178		8356	
001-539-5310000.000	Professional Services Landscaping	0	0	0	0%	0	0		0	
001-539-5340000.000	Contract Services Janitorial	10156	12113	-1957	119%	10156	1957	Under Budgeted	12113	
001-539-5410000.100	Telephone Stipend & Other Communications	480	440	40	92%	480	-40		440	
001-539-5430000.301	Electric-Village Hall	13260	14290	-1030	108%	13260	1030		14290	
001-539-5430000.303	Electric-Public Works	0	0	0	0%	0	0		0	
001-539-5430000.304	Electric-Entrance Sign	0	0	0	0%	0	0		0	
001-539-5430000.305	Electric-Street Lights	0	0	0	0%	0	0		0	
001-539-5430000.315	Water & Sewer	9296	8682	614	93%	9296	-614		8682	
001-539-5440000.100	Leased Equipment	1500	1143	357	76%	1500	-357		1143	
001-539-5460000.100	Repairs & Maintenance-Landscaping	33000	25672	7328	78%	33000	-7328	Over Budgeted	25672	
001-539-5460000.160	Repairs & Maintenance-Log Cabin	0	0	0	0%	0	0		0	
001-539-5460000.200	Repairs & Maintenance-Equipment	3000	3796	-796	127%	3000	796		3796	
001-539-5460000.250	Repairs & Maintenance-Vehicles	0	0	0	0%	0	0		0	
001-539-5460000.275	Repairs & Maintenance-Buildings	36060	21805	14255	60%	36060	-14255	Over budgeted	21805	
001-539-5460000.280	Repairs & Maintenance-Tree Trimming & Re	11000	17183	-6183	156%	11000	6183	Under budgeted	17183	
001-539-5460000.300	Repairs & Maintenance-Sidewalks & Median	3000	1408	1593	47%	3000	-1593		1408	
001-539-5520000.000	Miscellaneous Operating Supplies	2000	2608	-608	130%	2000	608		2608	
001-539-5520000.205	Uniforms & Cleaning	2500	3346	-846	134%	2500	846		3346	
001-539-5520000.210	Gasoline	3500	2459	1041	70%	3500	-1041		2459	
001-539-5520000.215	Janitorial Supplies	5000	2726	2274	55%	5000	-2274		2726	
001-539-5540000.200	Memberships	180	0	180	0%	180	-180		0	
001-539-5550000.000	Education and Training	510	349	161	68%	510	-161		349	
001-539-5640000.000	Capital Acquisitions-Equipment	2500	0	2500	0%	2500	-2500		0	
<b>Total Dept 539-Public Works</b>		<b>281334</b>	<b>260144</b>	<b>21190</b>	<b>92%</b>	<b>281334</b>	<b>-21190</b>		<b>260144</b>	
<b>Dept 572-Parks and Recreation</b>										
001-572-5120000.000	Regular Salaries	42230	41710	520	99%	42230	-520		41710	

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GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	AVAILABLE	% BDGT USED	2015-16	FINAL	AMENDMENT DESCRIPTION	2015-2016	2015-2016
		BUDGET	09/30/2016	BALANCE		ORIGINAL	BUDGET		REVISED	ACTIVITY
001-572-5130000.100	Other Salaries & Wages-Part Time Salarie	42373	26695	15678	63%	42373	-15678	Only 3 part -time employees	26695	
001-572-5140000.000	Overtime	0	0	0	0%	0	0		0	
001-572-5210000.000	Fica/Medicare	6090	5233	857	86%	6090	-857		5233	
001-572-5220000.000	Florida Retirement System	5779	4875	904	84%	5779	-904		4875	
001-572-5230000.000	Health Insurance	7182	7431	-249	103%	7182	249		7431	
001-572-5240000.000	Workman Compensation	171	169	2	99%	171	-2		169	
001-572-5340000.900	Other Contractual Services	1500	835	665	56%	1500	-665		835	
001-572-5410000.110	Telephone Stipend	480	480	0	100%	480	0		480	
001-572-5430000.120	Utilities-Recreation Center	0	0	0	0%	0	0		0	
001-572-5440000.100	Leased Equipment	720	430	290	60%	720	-290		430	
001-572-5460000.200	Repairs & Maintenance-Equipment	2600	6150	-3550	237%	2600	3550	Repairs Bongo Pod	6150	
001-572-5460000.250	Repairs & Maintenance-Vehicles	1150	958	192	83%	1150	-192		958	
001-572-5460000.275	Repairs & Maintenance-Buildings	8100	10047	-1947	124%	8100	1947		10047	
001-572-5490000.905	Concession Expenses	500	632	-132	126%	500	132		632	
001-572-5490000.915	Miscellaneous Special Events	13500	11819	1681	88%	13500	-1681	Over Budgeted	11819	
001-572-5520000.000	Miscellaneous Operating Supplies	1000	900	100	90%	1000	-100		900	
001-572-5520000.205	Uniforms & Cleaning	300	0	300	0%	300	-300		0	
001-572-5540000.200	Memberships	160	160	0	100%	160	0		160	
001-572-5550000.000	Education and Training	850	-267	1117	-31%	850	-1117		-267	
<b>Total Dept 572-Parks and Recreation</b>		<b>134685</b>	<b>118257</b>	<b>16428</b>	<b>88%</b>	<b>134685</b>	<b>-16428</b>		<b>118257</b>	
<b>TOTAL Expenditures</b>		<b>2584921</b>	<b>2554153</b>	<b>30768</b>	<b>99%</b>	<b>2584921</b>	<b>30768</b>			
Fund 001 - General Fund:										
TOTAL REVENUES		2584921	2735338	-150417	106%					
TOTAL EXPENDITURES		2584921	2554153	30768	99%					
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0</b>	<b>181185</b>	<b>-181185</b>						
<b>Fund 101 - Road Fund</b>										
<b>Revenues</b>										
<b>Charge For Services</b>										
101-000-3342100.000	FDOT 6 Ave Median Maintenance	0	708	-708	0%	0	708		708	
101-000-3491010.000	Admin Fees-Sanitation	23173	23173	0	100%	23173	0		23173	
<b>Charge For Services</b>		<b>23173</b>	<b>23881</b>	<b>-708</b>	<b>103%</b>	<b>23173</b>	<b>708</b>		<b>23881</b>	
<b>Intergovernmental Revenues</b>										
101-000-3124100.000	Local Option Gas Taxes-6 Cent	56521	56687	-166	100%	56521	166		56687	
101-000-3124200.000	Local Option Gas Tax (5 Cent)	21885	21870	15	100%	21885	-15		21870	
101-000-3351200.000	Revenue Sharing	25555	22580	2975	88%	25555	-2975		22580	
101-541-3351200.000	State Revenue Sharing	0	2060	-2060	10000%	0	2060		2060	
<b>Total Revenue:</b>		<b>103961</b>	<b>103197</b>	<b>764</b>	<b>99%</b>	<b>103961</b>	<b>-764</b>		<b>103197</b>	
<b>TOTAL Revenues</b>		<b>127134</b>	<b>127078</b>	<b>56</b>	<b>100%</b>	<b>127134</b>	<b>-56</b>		<b>127078</b>	
<b>Expenditures</b>										
101-541-5120000.000	Regular Salaries	61213	61194	19	100%	61213	-19		61194	

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GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	AVAILABLE	% BDGT	2015-16	FINAL	AMENDMENT DESCRIPTION	2015-2016	2015-2016
		BUDGET	09/30/2016	BALANCE	USED	ORIGINAL BUDGET	AMENDMENT		REVISED	ACTIVITY THRU 09/30/16
101-541-5120000.210	Employee Bonuses	1000	1000	0	100%	1000	0		1000	
101-541-5140000.000	Overtime	2000	1931	69	97%	2000	-69		1931	
101-541-5172050.100	Debt Servicing- Dodge Ram-Interest	0	0	0	0%	0	0		0	
101-541-5210000.000	Fica/Medicare	4912	4881	31	99%	4912	-31		4881	
101-541-5220000.000	Florida Retirement System	4662	4473	189	96%	4662	-189		4473	
101-541-5230000.000	Health Insurance	14979	15954	-975	107%	14979	975		15954	
101-541-5240000.000	Workers Compensation	5274	4713	561	89%	5274	-561		4713	
101-541-5460000.200	Repairs & Maintenance-Equipment	2000	2648	-648	132%	2000	648		2648	
101-541-5460000.250	Repairs & Maintenance-Vehicles	1500	2629	-1129	175%	1500	1129	Equipment repairs	2629	
101-541-5460000.275	Repairs & Maintenance-Buildings	0	0	0	0%	0	0		0	
101-541-5460000.300	Repairs & Maintenance-Sidewalks & Median	2594	5519	-2925	213%	2594	2925	Drainage Structure 121 street	5519	
101-541-5520000.000	Miscellaneous Operating Supplies	1300	1566	-266	120%	1300	266		1566	
101-541-5520000.201	Gas/Oil/Grease	0	0	0	0%	0	0		0	
101-541-5520000.205	Uniforms & Cleaning	1500	1793	-293	120%	1500	293		1793	
101-541-5520000.210	Gasoline	3000	1231	1769	41%	3000	-1769		1231	
101-541-5520000.211	Diesel	2000	3182	-1182	159%	2000	1182		3182	
101-541-5530000.000	Road Materials	4000	3969	31	99%	4000	-31		3969	
101-541-5550000.000	Education and Training	200	0	200	0%	200	-200		0	
101-541-5640000.000	Capital Acquisitions-Equipment	15000	12600	2400	84%	15000	-2400		12600	
101-541-5695000.000	Return to Reserves	0	0	0	0%	0	0		0	
<b>TOTAL Expenditures</b>		<b>127134</b>	<b>129282</b>	<b>-2148</b>	<b>102%</b>	<b>127134</b>	<b>2148</b>		<b>129282</b>	
Fund 101 - Road Fund:										
TOTAL REVENUES		127134	127078	56	100%	127134	-127134			
TOTAL EXPENDITURES		127134	129282	-2148	102%	127134	-127134			
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0</b>	<b>-2203</b>	<b>2203</b>		<b>0</b>	<b>0</b>			
<b>Fund 103 - CITT-Transportation</b>										
<b>Revenues</b>										
<b>Intergovernmental Revenues</b>										
103-541-3382100.000	Transportation Surtax Revenues	96123	94279	1844	98%	96123	-1844		94279	
<b>Intergovernmental Revenues</b>		<b>96123</b>	<b>94279</b>	<b>1844</b>	<b>98%</b>	<b>96123</b>	<b>-1844</b>		<b>94279</b>	
<b>TOTAL Revenues</b>		<b>96123</b>	<b>94279</b>	<b>1844</b>	<b>98%</b>	<b>96123</b>	<b>1844</b>		<b>94279</b>	
<b>Expenditures</b>										
103-541-5300000.200	New Street Address Signs	41123	0	41123	0%	41123	-41123	Unused	0	
103-541-5310000.350	Professional Services-Road Repair	25000	1178	23822	5%	25000	-23822	Only 5 % was used	1178	
103-541-5310000.450	Storm Drainage	6000	0	6000	0%	6000	-6000	unused	0	
103-541-5430000.100	Utilities-Street Lights	24000	22861	1139	95%	24000	-1139		22861	
103-541-5695000.000	Return to Reserves	0	0	0	0%	0	0		0	
<b>TOTAL Expenditures</b>		<b>96123</b>	<b>24039</b>	<b>72084</b>	<b>25%</b>	<b>96123</b>	<b>-72084</b>		<b>24039</b>	
Fund 103 - CITT-Transportation:										
TOTAL REVENUES		96123	94279	1844	98%	96123	1844		97967	

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**BUDGET AMENDMENTS  
 2015-2016**

GL NUMBER	DESCRIPTION	2015-16 BUDGET	YTD BALANCE 09/30/2016	AVAILABLE BALANCE	% BDGT USED	2015-16	FINAL	AMENDMENT DESCRIPTION	2015-2016	2015-2016
						ORIGINAL BUDGET	BUDGET		REVISED	ACTIVITY THRU 09/30/16
TOTAL EXPENDITURES		96123	24039	72084	25%	96123	72084		168207	
NET OF REVENUES & EXPENDITURES		0	70240	-70240		0	-70240		-70240	
<b>Fund 104 - CITT-Transit</b>										
<b>Revenues</b>										
<b>Intergovernmental Revenues</b>										
104-000-3382000.000	Transit Surtax Revenues	24030	23570	460	98%	24030	-460		23570	
<b>Intergovernmental Revenues</b>		<b>24030</b>	<b>23570</b>	<b>460</b>	<b>98%</b>	<b>24030</b>	<b>-460</b>		<b>23570</b>	
<b>TOTAL Revenues</b>		<b>24030</b>	<b>23570</b>	<b>460</b>	<b>98%</b>	<b>24030</b>	<b>460</b>		<b>23570</b>	
<b>Expenditures</b>										
104-000-5690000.000	General Contingencies	0	0	0	0%	0	0		0	
104-541-5695000.000	Return to Reserves	0	0	0	0%	0	0	No Expenses were projected	0	
<b>TOTAL Expenditures</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>			
Fund 104 - CITT-Transit:										
TOTAL REVENUES		24030	23570	460	98%	24030	460			
TOTAL EXPENDITURES		0	0	0	0%	0	0			
NET OF REVENUES & EXPENDITURES		24030	23570	460		24030	460			
<b>Fund 105 - Police Forfeiture Fund</b>										
<b>Revenues</b>										
		0	0	0	0%	0	0		0	
<b>Expenditures</b>										
105-513-5300000.000	Bank Service Charges	0	186	-186	0%	0	186		186	
105-521-5440000.450	Vehicle Rentals	0	7817	-7817	0%	0	7817	Police rental car	7817	
105-521-5520000.000	Operating Supplies	500	0	500	0%	500	-500		0	
<b>TOTAL Expenditures</b>		<b>500</b>	<b>8003</b>	<b>-7503</b>		<b>500</b>	<b>7503</b>		<b>8003</b>	
<b>Fund 105 - Police Forfeiture Fund:</b>										
TOTAL REVENUES		0	0	0						
TOTAL EXPENDITURES		500	8003	-7503						
NET OF REVENUES & EXPENDITURES		-500	-8003	7503						
<b>Capital Improvements 302</b>										
<b>Operating Grants</b>										
302-539-3342500.000-DOHR	Grant-Historical Resources (Log Cabin)	0	50000	-50000	0%	0	50000	Grant payment received	50000	
302-539-3342500.000-VILL	Grant-Historical Resources (Log Cabin)	0	25000	-25000	0%	0	25000	Grant payment received	25000	
302-539-3343200.000-CDBG	Local Grants-CDBG Sign Grant	0	50793	-50793	0%	0	50793	Grant for signs	50793	

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**BUDGET AMENDMENTS  
 2015-2016**

GL NUMBER	DESCRIPTION	2015-16	YTD BALANCE	AVAILABLE	% BDGT USED	2015-16	FINAL	AMENDMENT DESCRIPTION	2015-2016	2015-2016
		BUDGET	09/30/2016	BALANCE		BUDGET	BUDGET		REVISED	FINAL BUDGET THRU 09/30/16
302-539-3344000.000-DOEO	State Appropriations-DOEO Grant	0	0	0	0%	0	0		0	
<b>Operating Grants</b>		0	125793	-125793	0%	0	125793		125793	
Transfers In										
302-539-3810000.000-CDBG	Transfers In	0	0	0	0%	0	0		0	
302-539-3810000.000-DOHR	Transfers In	192400	192400	0	0%	192400	0	Loan, Matching grant etc	192400	
Transfers In		192400	192400	0	0%	192400	0		192400	
<b>TOTAL Revenues</b>		<b>192400</b>	<b>318193</b>	<b>-125793</b>	<b>165%</b>	<b>192400</b>	<b>-125793</b>		<b>318193</b>	
<b>Expenditures</b>										
302-539-5800000.210-CDBG	Design & Engineering-	0	0	0	0%	0	0		0	
302-539-5800000.210-DOEO	Design & Engineering-DOEO Grant	25000	21490	3510	86%	25000	-3510		21490	
302-539-5800000.210-DOHR	Design & Engineering-DOHR Grant	0	0	0	0%	0	0		0	
302-539-5800000.211	Stormwater Expenses	0	126573	-126573	0%	0	126573	Will be reimbursed	126573	
302-539-5800000.220-CDBG	Construction Costs-CDBG Sign Entrance	0	0	0	0%	0	0		0	
302-539-5800000.220-DOEO	Construction Costs-DOEO	135000	40614	94386	30%	135000	-94386		40614	
302-539-5800000.220-DOHR	Construction Costs-DOHR Grant	32400	60772	-28372	188%	32400	28372		60772	
302-539-5800000.240-CDBG	Construction Project Management-CDBG	0	0	0	0%	0	0		0	
302-539-5800000.240-DOEO	Construction Project Management-DOEO	0	225894	-225894	0%	0	225894		225894	
302-539-5800000.240-DOHR	Construction Project Management-DOHR	0	0	0	0%	0	0		0	
<b>TOTAL Expenditures</b>		<b>192400</b>	<b>475342</b>	<b>-282942</b>	<b>0%</b>	<b>192400</b>	<b>-282942</b>		<b>475342</b>	
<b>Fund 302 - Capital Improvements Fund:</b>										
TOTAL REVENUES		192400	318193	-125793	165%					
TOTAL EXPENDITURES		192400	475342	-282942	247%					
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>0</b>	<b>-157149</b>	<b>157149</b>	<b>0%</b>					
<b>Fund 402 - Sanitation Fund</b>										
<b>Revenues</b>										
<b>Charge For Services</b>										
402-000-3432010.000	Waste Fees - Prior Years	0	0	0	0%	0	0		0	
402-000-3434100.000	Sanitation Assessment	502343	459781	42562	92%	502343	-42562	Sanitation Taxes	459781	
402-000-3434200.000	Special Trash Pick Up	0	16021	-16021	0%	0	16021	Unbudgeted expense	16021	
<b>Charge For Services</b>		<b>502343</b>	<b>475802</b>	<b>26541</b>	<b>95%</b>	<b>502343</b>	<b>-26541</b>		<b>475802</b>	
<b>TOTAL Revenues</b>		<b>502343</b>	<b>475802</b>	<b>26541</b>	<b>95%</b>	<b>502343</b>	<b>26541</b>		<b>475802</b>	
<b>Expenditures</b>										
402-534-5340000.700	Contractual Services-Outsourced Refuse	388933	395600	-6667	102%	388933	6667		395600	
402-534-5490000.125	Advertising-Special Pick Up	1000	0	1000	0%	1000	-1000		0	
402-534-5930000.800	Administrative Fee-Miami Dade County	5126	0	5126	0%	5126	-5126		0	
402-534-5930000.930	Administrative Fees-General Fund	41394	41394	0	100%	41394	0		41394	
402-534-5930000.939	Administrative Fees-Public Works	42717	42717	0	100%	42717	0		42717	
402-534-5930000.940	Administrative Fees-Road Fund	23173	23173	0	100%	23173	0		23173	

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**BUDGET AMENDMENTS  
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GL NUMBER	DESCRIPTION	2015-16 BUDGET	YTD BALANCE 09/30/2016	AVAILABLE BALANCE	% BDGT USED
<b>TOTAL Expenditures</b>		502343	502884	-541	100%
Fund 402 - Sanitation Fund:					
TOTAL REVENUES		502343	475802	26541	95%
TOTAL EXPENDITURES		3502921	502884	-541	14%
<b>NET OF REVENUES &amp; EXPENDITURES</b>		0	-27082	27082	0%
TOTAL REVENUES - ALL FUNDS		3526951	3811753	-284802	108%
TOTAL EXPENDITURES - ALL FUNDS		3503421	3693703	-190282	105%
<b>NET OF REVENUES &amp; EXPENDITURES</b>		23530	118050	-94520	

2015-16 ORIGINAL BUDGET	FINAL BUDGET AMENDMENT	AMENDMENT DESCRIPTION	2015-2016 REVISED FINAL BUDGET	2015-2016 ACTIVITY THRU 09/30/16
502343	541		502884	

**Bank Balances as of September 30, 2016**

	<b>9/30/15</b>	<b>9/30/16</b>
<b>General Fund</b>	440,127	264,525
<b>Money Market</b>	400,198	400,612
<b>Forfeiture Account Federal</b>	27,205	27,020
<b>Forfeiture Account State</b>	8,690	8,690
<b>Debt Service</b>	13,500	13,914
<b>CITT Transportation</b>	309,565	400,774
<b>CITT Transit</b>	77,391	100,194
<b>Total CITT</b>	386,957	500,968
<b>Total all Funds</b>	<b>1,276,676</b>	<b>1,215,728</b>
<b>Florida Prime Investment</b>	<b>11,216</b>	<b>11,216</b>



**VILLAGE OF BISCAYNE PARK**  
**Village Commission Agenda Report**

**#Item 8.b**

**SPECIAL COMMISSION MEETING**

---

**TO:** Honorable Mayor & Members of the  
Biscayne Park Village Commission

**FROM:** Sharon P. Ragoonan, Village Manager

**DATE:** November 15, 2016

**TITLE:** Ordinance 2016-10

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**Background**

At the October 13<sup>th</sup> Commission meeting, there was a discussion on a feral cat issue in the Village. The discussion included that our current code prohibits outdoor open feeding and the ability to add such violation to be eligible for a civil citation under the Village's recently adopted ordinance.

At the conclusion of the discussion, there consensus to direct the Village Attorney to draft an ordinance for first reading to include this violation as a civil citation for the November 1<sup>st</sup> meeting. At that meeting, the ordinance passed at first reading.

The ordinance, with updates to the title as requested, is presented for second and final reading.

**Attachment**

Ordinance 2016-10

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Prepared by: Maria C. Camara, Village Clerk

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**ORDINANCE NO. 2016-10**

**AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA AMENDING SECTION 14.1 OF THE LAND DEVELOPMENT CODE ENTITLED "COMPLIANCE PROCEDURE" TO ADDRESS OPEN FEEDING THAT CAUSES A GATHERING OF MORE THAN FOUR (4) DOGS OR FOUR (4) CATS OR COMBINATION THEREOF IN VIOLATION OF SECTION 3-21 OF THE VILLAGE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on April 5, 2016, the Village Commission adopted Ordinance 2016-04 which amended the administrative citation process to create a streamlined and efficient way of enforcing violations of the Village Code that are easily correctable, however, the damage is irreversible; and

WHEREAS, while utilizing the new enforcement procedures, Village staff has identified an additional offense where the damage is irreversible, however the offense is easily correctable; and

WHEREAS, the Village Commission finds it to be in the best interests of the residents of the Village of Biscayne Park to include an additional violation of the Code in the administrative citation process;

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:**

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**Section 2.** Section 14.1.7 of the Village of Biscayne Park Land Development Code, entitled, "Compliance procedure", is hereby amended to read as follows:

**14.1.7 Compliance procedure.**

- (a) It shall be the duty of the code compliance officer to initiate enforcement proceedings of the various codes; provided, however, no member of the code compliance board shall have the power to initiate such enforcement proceedings.

- 1 (b) Except as provided in subsections (c), (d) and (f), if a violation of the codes is found,  
2 the code compliance officer shall notify the violator and give the violator a reasonable  
3 time to correct the violation. Should the violation continue beyond the time specified for  
4 correction, the code compliance officer shall notify the code compliance board of the  
5 charges and request a hearing pursuant to procedure in section 14.1.8. Notice shall be  
6 provided pursuant to section 14.1.13.
- 7 (c) If the violation is corrected and then recurs or if the violation is not corrected by the  
8 time specified for correction by the code compliance officer, the case may be presented  
9 to the code compliance board even if the violation has been corrected prior to the board  
10 hearing, and the notice shall so state. If a repeat violation is found, the code compliance  
11 officer shall notify the violator but is not required to give violator a reasonable time to  
12 correct the violation. The code compliance officer, upon notifying the violator of a  
13 repeat violation, shall notify the code compliance board and request a hearing. The code  
14 compliance board shall schedule a hearing and shall provide notice pursuant to section  
15 14.1.12. The case may be presented to the code compliance board even if the repeat  
16 violation has been corrected prior to the board hearing, and the notice shall so state.  
17 "Repeat violation" means a violation of a provision of a code or ordinance by a person  
18 who has been previously found, through a code compliance board or other quasi-  
19 judicial or judicial process, to have violated or has admitted violating the same  
20 provision within five (5) years prior to the violation.
- 21 (d) If the code compliance officer has reason to believe a violation presents a serious threat  
22 to the public health, safety and welfare, the code compliance officer may proceed  
23 directly to the procedure in subsection 14.1.7(b) without notifying the violator.
- 24 (e) If the owner of the property which is subject to an enforcement proceeding before a  
25 code compliance board, or if the court, transfers ownership of such property between  
26 the time the initial pleading was served and the time of the hearing, such owner shall:
- 27 (1) Disclose, in writing, the existence and the nature of the proceeding to the  
28 prospective transferee.
- 29 (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other  
30 materials relating to the code enforcement proceeding received by the transferor.
- 31 (3) Disclose, in writing, to the prospective transferee that the new owner will be  
32 responsible for compliance with the applicable code and with orders issued in the  
33 code enforcement proceeding.
- 34 (4) File a notice with the code compliance department of the transfer of the property,  
35 with the identity and address of the new owner and copies of the disclosures  
36 made to the new owner, within five (5) days after the date of the transfer. A  
37 failure to make the disclosures described in this subsection before the transfer  
38 creates a rebuttable presumption of fraud. If the property is transferred before the  
39 hearing, the proceeding shall not be dismissed, but the new owner shall be  
40 provided a reasonable period of time to correct the violation before the hearing is  
41 held.
- 42
- 43 (f) The Village Commission finds that aesthetics are paramount to maintaining an attractive  
44 and marketable community. The violations enumerated below severely damage the

1 aesthetics and livability of the community immediately upon their commission. Such  
2 damage cannot be repaired or reversed. Therefore, the Village Commission hereby  
3 deems a violation of this Section an irreparable and irreversible violation. As a result,  
4 the Village of Biscayne Park adopts supplemental and alternative code enforcement  
5 procedures pursuant to Sections 162.13 and 162.22, Florida Statutes, as amended, to  
6 authorize code compliance officers to issue administrative citations for review before the  
7 code compliance board. A code compliance officer shall have the sole discretion in  
8 determining whether to issue an administrative citation or a notice of violation for the  
9 following offenses:

- 10  
11 (i) open feeding that causes a gathering of more than four (4) dogs or four (4) cats or  
12 combination thereof totaling four (4), in violation of Section 3-4 of the Code;
- 13 (ii)~~(i)~~ excessive barking or howling of dogs, in violation of Section 3-21 of the Code;
- 14 (iii)~~(ii)~~ parking not on an approved surface where there is an approved parking surface  
15 as required by Section 5.6.1 of the Land Development Code;
- 16 (iv)~~(iii)~~ garbage cans and trash receptacles not placed behind face of building and  
17 screened from view, in violation of Section 6.3.2 of the Land Development Code;
- 18 (v)~~(iv)~~ domestic trash and recycling materials placed at the property line and/or not  
19 removed under the requirements of Section 6.3.3 of the Land Development Code;
- 20 (vi)~~(v)~~ trees and garden refuse placed at the property line and/or not removed under the  
21 requirements of Section 6.3.4 of the Land Development Code;
- 22 (vii)~~(vi)~~ overgrown grass in violation of Section 8.4.1 of the Land Development Code;
- 23 (viii)~~(vii)~~ offensive noise, in violation of Section 10-1 of the Code.

24  
25 In the issuance of an administrative citation, the following procedures shall be used:

26  
27 (1) For the offenses enumerated above, a code compliance officer who, upon personal  
28 investigation, has reasonable cause to believe that there is a violation, shall have the  
29 authority to issue an administrative citation to the alleged violator and/or owner of the  
30 property.

31  
32 (2) The administrative citation issued shall be in a form approved by the Village  
33 Manager and shall contain:

- 34  
35 (i) The date and time of issuance.
- 36  
37 (ii) The name and address of the person to whom the administrative  
38 citation is issued.
- 39  
40 (iii) The facts constituting reasonable cause.
- 41  
42 (iv) The section of the Code that is violated.
- 43

1 (v) The name of the code compliance officer.

2  
3 (vi) The procedure for the person to follow in order to pay or contest the  
4 administrative citation.

5  
6 (vii) The penalty, including administrative costs, if the person elects  
7 to contest the administrative citation and is found in violation.

8  
9 (viii) The penalty if the person elects to pay the administrative citation.

10  
11 (ix) A conspicuous statement that if the person fails to pay the penalty  
12 within the time allowed, or fails to appear before the code compliance  
13 board, that the person shall be deemed to have waived his or her right to  
14 contest the administrative citation and that, in such case, a final order  
15 and/or judgment may be entered against the person up to \$500.

16  
17 (3) After issuing the administrative citation, the code compliance officer shall deposit  
18 an original with the Village Manager or their designee.

19  
20 (4) A person who has been served with an administrative citation shall elect either to:

21  
22 (i) Correct the violation immediately and pay within fourteen (14) days of  
23 service of the administrative citation the penalty in the manner indicated  
24 on the administrative citation; or

25  
26 (ii) Request a hearing before the code compliance board.  
27

28 **Section 3.** **Conflicts.** That all Ordinances or parts of Ordinances, Resolutions or parts  
29 thereof in conflict herewith, are and the same are hereby repealed to the extent of such conflict.

30 **Section 4.** **Severability.** The provisions of this Ordinance are declared to be  
31 severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be  
32 held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining  
33 sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it  
34 being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any  
35 part.





**VILLAGE OF BISCAYNE PARK**  
**Village Commission Agenda Report**

**#Item 9.a**

**SPECIAL COMMISSION MEETING**

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**TO:** Honorable Mayor & Members of the  
Biscayne Park Village Commission

**FROM:** Sharon P. Ragoonan, Village Manager

**DATE:** November 15, 2016

**TITLE:** Village Manager's Report

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The memorandum serves as a 60-day progress report to the Village Commission on the initiatives in progress and accomplishments since September 19, 2016

Many thanks to the Mayor and Village Commission, residents, volunteers and employees for making progress and success attainable.

**Accomplishments**

- Creation of the Project Financial Update Report and Volunteer Hours Report (Exhibit 1).
- Completion of FEMA Public Assistance Grant Fund Audit related to \$19,000 the Village received for damages related to 2004 – 2005 hurricanes (Exhibit 2).
- Installation of trees and native plants at 4 community signs and the log cabin.
- Extermination of mole crickets at the recreation center field
- Publication of monthly police monthly newsletter (Exhibit 3).
- Submittal of Tree City USA application for recertification of our Tree City USA designation.
- Submittal of the Inside Out Community Participation Request Form to the Perez Art Miami Museum (PAMM) for the installation of museum replicas in the Village (Exhibit 4).
- Completion of street patching in critical public areas.
- Distribution of Miami-Dade League of Cities Thanksgiving Turkey Coupons (Exhibit 5).
- Recognition of Village Volunteers.
- Commencement of driveway installation permits.

**On the horizon**

- Orientation for the Elected Officials.
- Schedule for 2017/2018 Annual Budget Workshops.
- Presentation of 2014/2015 Comprehensive Annual Financial Report (CAFR)
- Report on the Police Chief Transition Plan.
- Report on Code Compliance Transition Plan.

- Manager's Scheduled Time-Off (November 23 – November 30, 2016)

Attachment

Exhibit 1 – Project Financial Update Report and Volunteer Hours Report

Exhibit 2 – FEMA Public Assistance Grant Fund Audit

Exhibit 3 – Police Department Monthly Newsletter

Exhibit 4 – Inside Out Community Participation Request Form Perez Art Miami Museum

Exhibit 5 – Miami-Dade League of Cities Thanksgiving Turkey Drive

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Prepared by: Sharon P. Ragoonan, Village Manager

# Exhibit 1

## Village of Biscayne Park Project Financial Update Report as of October 31, 2016

GL NUMBER	DESCRIPTION/COMMENTS	FINAL ADOPTED BUDGET	FY16/17 Revenue Source	FY16/17 Actual Cost	FY16/17 Remaining Balance	FY16/17 % of Completion
<b>DEPT 519 GENERAL GOVERNMENT</b>						
001-519-5480000.100		3,600	\$1,500 advertising revenue	\$ -	\$ 3,600.00	0%
001-519-5690000.000	General Contingencies - Unbudgeted expenditures.	28,741	\$64,793 General Fund	\$ -	\$ 28,741.00	0%
001-519-5690000.000	General Contingencies - Code rewrite <i>(from 515 Planning)</i>	10,000		\$ -	\$ 10,000.00	0%
001-519-5690000.000	General Contingencies - Community signage (4) installs <i>(from 539 Public Works)</i>	12,500		\$ -	\$ 12,500.00	0%
001-519-5690000.000	General Contingencies - Irrigation repairs <i>(from 539 Public Works)</i>	5,000		\$ -	\$ 5,000.00	0%
001-519-5690000.000	General Contingencies - Repair to shade structure <i>(from 572 Parks &amp; Rec)</i>	8,552		\$ -	\$ 8,552.00	0%
<b>DEPT 512 ADMINISTRATION</b>						
001-512-5520000.000	Laptop computer	1,200	1,300 General Fund	0	\$ 1,200.00	0%
001-512-5520000.000	Meeting timer	100		0	\$ 100.00	0%
<b>DEPT 519 GENERAL GOVERNMENT</b>						
001-519-5520000.000	Street file folders	750	750 General Fund	0	\$ 750.00	0%
<b>DEPT 521 POLICE</b>						
001-521-5460000.225	Installation of police radio in two vehicles	9,400	\$3,000 Traffic Fines; \$10,950 General Fund	\$ -	\$ 9,400.00	0%
001-521-5460000.225	Replacement shoulder radios @\$130 x 5	650		\$ -	\$ 650.00	0%
001-521-5460000.225	Portable vehicle radio chargers	2,400	5,192 General Fund	0	\$ 2,400.00	0%
001-521-5460000.225	General repairs	1,500		0	\$ 1,500.00	0%
001-521-5520000.000	CPR masks	300		0	\$ 300.00	0%
001-521-5520000.000	First aid kits for all vehicles	800		0	\$ 800.00	0%
001-521-5520000.000	Fire extinguishers for all vehicles	400		0	\$ 400.00	0%
001-521-5520000.000	ID equipment supplies	500	0	\$ 500.00	0%	
001-521-5520000.000	Police vehicle tracking (@ \$19/mo per vehicle (14))	3,192	0	\$ 3,192.00	0%	
001-521-5520000.300	Vests and Non-Leathal Weapons - Two Vests	1,400	\$1,400 General Fund	0	\$ 1,400.00	0%
001-521-5701000.000	Debt Serving-Principal - Lease year 1 (to replace 2009 Impala 121,360 miles)	6,000		0	\$ 6,000.00	0%

GL NUMBER	DESCRIPTION/COMMENTS	FINAL ADOPTED BUDGET	FY16/17 Revenue Source	FY16/17 Actual Cost	FY16/17 Remaining Balance	FY16/17 % of Completion
001-521-5701000.000	Debt Serving-Principal - Lease year 1 (to replace 2009 Impala 151,778 miles)	6,000	24,000 General Fund	0	\$ 6,000.00	0%
001-521-5701000.000	Debt Serving-Principal - Lease year 1 (to replace 2006 Crown Vic 122,431 miles)	6,000		0	\$ 6,000.00	0%
001-521-5701000.000	Debt Serving-Principal - Lease year 1 (to replace 2007 Crown Vic 122,188 miles)	6,000		0	\$ 6,000.00	0%
001-521-5800000.100	Byrne Grant Project	2,000	\$2,000 Byrne	0	\$ 2,000.00	0%

#### DEPT 529 CODE COMPLIANCE

001-529-5310000.000	Landlord permit inspection (CAP Govt @ \$75.ea)	13,500	\$13,500 Code Fines	0	\$ 13,500.00	0%
001-529-5520000.000	Laptop computer and auto mounting kit	1,500	\$1,500 Code Fines	0	\$ 1,500.00	0%

#### DEPT 539 PUBLIC WORKS

001-539-5460000.100	Village wide medians and buildings (plant materials, mulch, sod, soil)	15,000	32,500 General Fund	\$ 49.00	\$ 14,951.00	0%
001-539-5460000.100	Recreation Center Turf maintenance	17,500		\$ -	\$ 17,500.00	0%
001-539-5460000.275	Paint interior/exterior of Recreation Center	8,000	\$24,500 General Fund	\$ -	\$ 8,000.00	0%
001-539-5460000.275	Village Hall exterior bathroom repair	1,500		\$ -	\$ 1,500.00	0%
001-539-5460000.275	General maintenance all buildings	8,000		\$ 419.36	\$ 7,580.64	5%
001-539-5460000.275	Fumigation all buildings	5,000		\$ -	\$ 5,000.00	0%
001-539-5460000.275	Septic tank maintenance/cleaning	2,000		0	\$ 2,000.00	0%
001-539-5460000.280	Tree Trimming and Removal	12,000	\$12,000 General Fund	0	\$ 12,000.00	0%
001-539-5460000.280	Tree Trimming through Forestry Grant match of \$4,000	8,000	\$4,000 Forestry Grant	0	\$ 8,000.00	0%
001-539-5460000.300	Repairs & Maintenance-Sidewalks & Median	1,000	\$1,000 General Fund	0	\$ 1,000.00	0%
001-539-5640000.000	Auger (for Tree Planting)	1,070	\$3,570 General Fund	0	\$ 1,070.00	0%
001-539-5640000.000	Leaf Vacuum	1,000		0	\$ 1,000.00	0%
001-539-5640000.000	Chainsaw Blades/Chains	500		0	\$ 500.00	0%
001-539-5640000.000	Weed Eater	300		0	\$ 300.00	0%
001-539-5640000.000	Pallet Jack	300		0	\$ 300.00	0%
001-539-5640000.000	Backpack blower	400		0	\$ 400.00	0%
001-539-5701000.000	Debt Service - Principal - Lease year 1 (to replace 2001 Chevrolet Flat Bed Truck (95,000+ miles)	6,000		\$6,000 General Fund	0	\$ 6,000.00

#### DEPT 572 PARKS & RECREATION

001-572-5460000.100	Replacement mulch for playground area	4,000	\$4,000 General Fund	\$ -	\$ 4,000.00	0%
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GL NUMBER	DESCRIPTION/COMMENTS	FINAL ADOPTED BUDGET	FY16/17 Revenue Source	FY16/17 Actual Cost	FY16/17 Remaining Balance	FY16/17 % of Completion
001-572-5460000.200	Paint for Tot Lot/Playgroud	800	\$4,100	\$ -	\$ 800.00	0%
001-572-5460000.200	Two replacement slides for the playground	3,300	General Fund	\$ -	\$ 3,300.00	0%
001-572-5460000.275	Recreation Center entrance lighting	4,000	\$2,000 BP Foundation; \$2,000 General Fund	\$ -	\$ 4,000.00	0%
001-572-5490000.915	Halloween	2,000	\$9,200 General Fund	\$ 1,544.38	\$ 455.62	77%
001-572-5490000.915	Movie Nights @ \$400 per movie rental x 3	1,200		\$ -	\$ 1,200.00	0%
001-572-5490000.915	Winter Fest	3,500		0	\$ 3,500.00	0%
001-572-5490000.915	Spring Fest	2,500		0	\$ 2,500.00	0%

#### ROAD FUND EXPENDITURES

101-541-5460000.300	Sidewalk repairs/mainenance around Rec Center/ Village Hall	1,250	\$1,250 Revenue Sharing	0	\$ 1,250.00	0%
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#### CAPITAL IMPROVEMENT EXPENDITURES

302-539-25800000.260	Repair/Improvements Rec Center parking/paving	14,000	\$17,000 General Fund		\$ 14,000.00	0%
302-539-25800000.000	Repair / Improvements - fencing for garbage containers at Village Hall and Rec Center	3,000			\$ 3,000.00	0%

#### CITT-TRANSPORTATION EXPENDITURES

103-541-5300000.200	New Street Address Signs	10,000	\$64,500 CITT-Transportation	0	\$ 10,000.00	0%
103-541-5310000.350	Professional Services-Road Repair	14,500		0	\$ 14,500.00	0%
103-541-5310000.450	Storm Drainage - Village Wide Drain vacuuming/Cleaning	40,000		0	\$ 40,000.00	0%

#### CITT-TRANSIT EXPENDITURES

104-000-5690000.000	General Contingencies - Bus Shelter	21,984	\$21,984 CITT-Transit	0	\$ 21,984.00	0%
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#### SANITATION

402	Recycling Bins for the Recreation Center Area	2,500	\$5,000 Contract (In-Kind)	0	\$ 2,500.00	0%
402	Refrigerator magnets of collection schedule	2,500		0	\$ 2,500.00	0%

## Exhibit 1

**VILLAGE OF BISCAYNE PARK**  
**Volunteer Hours 2015-2016**

**PUBLIC WORKS/PARKS&REC**

**CODE COMPLIANCE**

VOLUNTEERS	HOURS	VALUE	DONATIONS	AMOUNT
Lizzy Cajas **	150	\$1,869	\$50	\$1,919
Rosemary Wais **	624	\$7,775	\$100	\$7,875
Gen Federhofer **	30	\$374	\$0	\$374
Dan Keys ***	50	\$716	\$500	\$1,216
** Parks Base Rate \$12.46/Hour				
*** Public works Base Rate \$12.46/Hour				
<b>TOTAL</b>	<b>854</b>	<b>\$10,733</b>	<b>\$650</b>	<b>\$11,383</b>

VOLUNTEERS	HOURS	VALUE	DONATIONS	AMOUNT
Harvey Bilt	12	\$300	\$0	\$300
Dale Blanton	12	\$300	\$0	\$300
Linda Dillon	12	\$300	\$0	\$300
Art Pyle	12	\$300	\$0	\$300
Gary Kuhl	12	\$300	\$0	\$300
Base Rate \$25/Hour				
<b>TOTAL</b>	<b>60</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$1,500</b>

PLANNING & ZONING BOARD				
VOLUNTEERS	HOURS	VALUE	DONATIONS	AMOUNT
Gage Hartung	24	\$600	\$0	\$600
Elizabeth Hornbuckle	24	\$600	\$0	\$600
Andrew Olis	24	\$600	\$0	\$600
Dan Scheineger	24	\$600	\$0	\$600
Doug Tannehill	24	\$600	\$0	\$600
Base Rate \$25/Hour				
<b>TOTAL</b>	<b>120</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$3,000</b>



*The Village of Biscayne Park*

640 NE 114<sup>th</sup> St., Biscayne Park, FL 33161

Telephone: 305-899-8000 Facsimile: 305 891 7241

David Coviello  
Mayor

Commissioners  
Robert Anderson  
Fred Jonas  
Roxanna Ross  
Barbara Watts

Sharon P. Ragoonan  
Village Manager

John J. Hearn  
Village Attorney

Maria C. Camara  
Village Clerk

September 21, 2016

Ms. Gracia Szczech  
Regional Administrator, FEMA Region IV  
3003 Chamblee Tucker Road  
Atlanta, GA 30341

Re: Commitment to Obtain and Maintain Insurance  
FEMA Disaster numbers DR-1539, 1545, 1551, 1561, 1595, 1602 & 1609

Dear Ms. Szczech:

The Village of Biscayne Park, Florida received funding under FEMA's Public Assistance (PA) grant program for one or more facilities damaged by one or more of the federally declared disaster(s) listed above. This letter, submitted in relation to the U.S. Department of Homeland Security (DHS) Office of the Inspector General (OIG) Audit #OIG-15-19, documents our commitment to comply with FEMA's grant requirements for insuring our building, contents and/or other subject property.

We recognize that we must obtain and maintain insurance to protect against future loss to any damaged facility/facilities and its contents as a condition of receiving PA grant funding, as required by Section 311 of the Stafford Act as amended (42 U.S.C. Sec. 5154), 44 C.F.R. Sections 206.252-253, FEMA Recovery Policy FP 206-086-1. This condition also appears in the Disaster Funding Agreement(s) signed by us and on file with the State of Florida.

We have been provided a copy of Audit #OIG-15-19 by FEMA via email which states "If the State Insurance Commissioner certifies that the type and extent of insurance is not reasonably available, the Regional Director may waive the requirement in conformity with the certification." FEMA has notified us that the Regional Director has not received any requests for an insurance waiver for any of the Subgrantees designated in the 2004 and 2005 events in the State of Florida. For building, contents and/or other subject property that currently lack the required insurance coverage; we accordingly agree to procure insurance in an amount that is at least equal to the amount of damage that was eligible arising from these storm events.

We acknowledge that we have received the above-referenced Recovery Policies and we understand that we must maintain insurance for the anticipated life of the building, contents and/or other subject property. We acknowledge that a failure to provide evidence of insurance coverage on the subject insurable items may result in future de-obligations of previously awarded funding. As a result, we further acknowledge that a failure to adhere to the "obtain and maintain" grant condition will result in our insurable items being ineligible for FEMA PA funding in any future major disaster.

Sincerely,

Sharon P. Ragoonan  
Village Manager



## *The Village of Biscayne Park Police Department*

640 NE 114<sup>th</sup> St., Biscayne Park, FL 33161  
 Telephone: 305-981-4015 Facsimile: 305 891 7241  
 e-mail: [policechief@biscayneparkpolice.org](mailto:policechief@biscayneparkpolice.org)

# Police Newsletter

(November, 2016)

**POLICE NEWSLETTER:** This is the first of what we anticipate to usually be once a month publication. Suggestions for what you might like to see as part of the newsletter in addition to what we will be doing are greatly appreciated and can be sent to: [policechief@biscayneparkpolice.org](mailto:policechief@biscayneparkpolice.org)

**TRAFFIC ACCIDENTS:** We will be letting you know where accidents have happened in the Village, and what the apparent cause of the accident was (e.g., driver distraction, passed stop sign, etc.).

Friday, October 28<sup>th</sup>: NE 116<sup>th</sup> St. and NE 11<sup>th</sup> Place - an ambulance driver misjudged the distance which going around a car and was involved in a minor collision with the car. The driver of the car reported pain in his shoulder, but refused medical treatment at the scene. APPARENT CONTRIBUTING FACTOR: Driver inattention.

**TOTAL NUMBER OF CALLS IN OCTOBER:** 161

### **OCTOBER CALLS BY CATEGORY:**

Alarms: 19  
 Auto Accidents: 1  
 Assist to Residents (non-criminal matters): 60  
 Assists to Other Police Departments: 31  
 Dog/Animal Complaints: 6  
 Fire Alarms: 2  
 Loud Music: 9  
 Sick or Injured Persons: 10  
 Suspicious Vehicles: 11  
 Suspicious Persons: 12

### **E-MAIL ADDRESSES:**

Need a police report? E-mail: [policereports@biscayneparkpolice.org](mailto:policereports@biscayneparkpolice.org)  
 Want the Newsletter sent to you monthly? E-Mail [policenews@biscayneparkpolice.org](mailto:policenews@biscayneparkpolice.org)  
 Want to report something anonymously? E-mail: [tips@biscayneparkpolice.org](mailto:tips@biscayneparkpolice.org)  
 Want to complain about a police action? E-mail: [complaints@biscayneparkpolice.org](mailto:complaints@biscayneparkpolice.org)  
 Some other issue or question? E-mail: [police@biscayneparkpolice.org](mailto:police@biscayneparkpolice.org)  
 Want to e-mail the Chief? E-mail: [policechief@biscayneparkpolice.org](mailto:policechief@biscayneparkpolice.org)



## *The Village of Biscayne Park Police Department*

640 NE 114<sup>th</sup> St., Biscayne Park, FL 33161  
Telephone: 305-981-4015 Facsimile: 305 891 7241  
e-mail: [policechief@biscayneparkpolice.org](mailto:policechief@biscayneparkpolice.org)

### **ASSISTS TO OTHER POLICE AGENCIES:**

El Portal PD: two (2) suspicious persons, one (1) sex offense, one (1) violent disturbance, one (1) assist making arrest, one (1) suspicious open door, one (1) suspicious circumstances, one (1) suspicious person, two (2) loud music, two (2) burglary in progress

Miami-Dade PD: one (1) burglary to car, three (3) auto accidents with injuries, one (1) commercial burglary, one (1) establish perimeter reference shooting, one (1) assist on scene of shooting

Miami-Shores PD: one (1) language translation request

North Bay Village PD: one (1) assist arresting officer

North Miami PD: two (2) domestic incidents, one (1) burglary to car, one (1) traffic congestion from fire, one (1) injured person, two (2) crowd control reference shootings, one (1) officer in distress call, one (1) armed robbery

North Miami Beach PD: one (1) auto accident with serious injuries

### **CRIMINAL & NOTABLE INCIDENTS:**

- Theft of a bicycle – resident of NE 121 St. left a bicycle in front of the house on October 3<sup>rd</sup> – no witness to the crime.
- Theft of Lawn Equipment – on October 4<sup>th</sup>, a landscaper cutting a lawn on NE 115<sup>th</sup> St by the Rec Center returned to his truck to learn an edger, weed eater, and a blower were stolen – no witness to the crime.
- Battery/Robbery – on October 4<sup>th</sup> police investigated a reported battery during a boyfriend/girlfriend dispute on NE 113<sup>th</sup> St – no injuries resulted. Police later in the day arrested the boyfriend for the strong arm robbery of cash from the girlfriend – no injuries resulted.
- On October 7<sup>th</sup>, a resident of NE 11<sup>th</sup> Place left his truck UNLOCKED and later found it had been ransacked – nothing taken – no witness to the crime.
- On October 7<sup>th</sup>, a motorist on NE 6<sup>th</sup> Ave was found to be in possession of cannabis – an arrest was made (Promise to Appear issued).
- On October 7<sup>th</sup> an alert resident on NE 8<sup>th</sup> Ave observed a suspicious person and flagged down a passing Biscayne Park Police Officer – this resulted in the arrest of a 15 year juvenile for Loitering and Prowling – officers had previously been warned by Lt. Pineda that he was suspected of breaking into UNLOCKED cars within Biscayne Park. The juvenile was taken to the Juvenile Assessment Center.
- On October 10<sup>th</sup>, a resident reported learning via mail that they were the victim of Identity Theft.
- On October 11<sup>th</sup>, an alert resident of NE 11<sup>th</sup> Place called 911 after seeing a suspicious vehicle. This led to the arrest of a career criminal Isvel Morera for the burglary of her neighbor's house.



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**Isvel Morera – 40 Years Old, 5’8” tall, 170 pounds**

- On October 12<sup>th</sup>, a resident of NE 121<sup>st</sup> reported that while out of the country, an invited guest took \$500 cash from her home, as well as pay check. This matter is under investigation by Captain Hector Pineda.
- On October 14<sup>th</sup>, a repossession of a Buick Enclave was made on NE 118<sup>th</sup> St.
- On October 14<sup>th</sup>, a repossession of a Kia Sorento was made on NE 5<sup>th</sup> Ave.
- On October 19<sup>th</sup>, the weight of a cement truck crushed a waterpipe under the median on NE 119<sup>th</sup> St. A small amount of water leaked until the North Miami Water Department made repairs. The truck had been trying to back into a driveway.
- On October 20<sup>th</sup>, a resident reported the theft of a campaign election sign.
- On October 29<sup>th</sup>, officers observed a traffic violation which led to the arrest of 26 year old Timothy Hines of Hollywood, FL for driving a stolen car. He also had a fully loaded handgun with him at the time of his arrest.
- On October 31<sup>st</sup> a resident reported being the victim of identity theft through bank fraud.

**DRUG BURN:** On October 20<sup>th</sup>, illegal drugs stored in our property room not needed for criminal cases were destroyed at an approved facility in Fort Lauderdale. Officer Britny Villazan (Property Officer) and Officer Michael Pupo were assisted by members of the Bay Harbor Islands PD and Surfside PD.



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### **MESSAGE FROM CHIEF:**

Thefts from cars are greatly reduced if we remember to lock up our cars! Please do not leave valuables in your car (cash, computers, cell phones, pocketbooks, etc.) and please never leave a gun in your car. Please call 911 immediately if see something you believe is suspicious. If something or someone doesn't seem right, let us investigate.

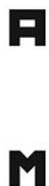
### **CRIME WATCH:**

Congratulations to Chuck Ross for being named Miami-Dade Chairperson of the Year!

### **POLICE STAFF:**

Chief Rusty McKenna, Captain Hector Pineda, Commander Roy Camara, Corporal Nick Wollschlager, Detective Brad Kern, Officer Tom Grippaldi, Officer Mike Marchese, Officer Jeff Cutcher, Officer Michael Pupo, Officer Jason Santiago, Officer Leslie Llanos, Officer Omar Martinez, Officer Britny Villazan, Officer Alex Villazan, Officer Max Jean Charles, Officer Mark Tarr, Officer Kevin Lopez, Police Clerk Rafael Del Villar





# INSIDE | OUT

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## 2017 Community Participation Request Form

Thank you for your interest in the Inside | Out program with the Pérez Art Museum Miami. By submitting this form, you are expressing interest in participating in an upcoming installation of Museum replicas throughout your community. Please complete and return this form to [abraham@pamm.org](mailto:abraham@pamm.org) by **November 11, 2016**. If you have any questions, please contact us at 786.345.5686.

**Location (city, town or neighborhood):** Village of Biscayne Park  
**Site Contact:** Sharon P. Ragoonan, Village Manager  
**Contact Information: (phone)** 305-899-8000 **(e-mail)** villagemanager@biscayneparkfl.gov

**Preferred Installation Period: (Please circle one)**

Spring 2017  (January-March)  
Summer 2017 (May-July)

**Events / festivals happening in your community (please include dates)**

1. Installation of new mural on wall at the Ed Burke Recreation Center - December 2016
2. Call to Artist - Winner installs sculpture - January 2017
3. Art & Artisan Show and Farmer's Market - February 4, 2017
4. St. Patrick's Day Food and Tunes - March 11, 2017
5. Cinco de Mayo Food and Tunes - May 6, 2017
6. OctoBEERfest Food and Tunes - October 14, 2017

**Desired Installation Sites (city parks, local businesses, community buildings, etc.):**

1. Griffing Park aka Art Park
2. Landscaped medians (6 Ave & 114 St; 8 Ct & 109 and 113 St; 9 Ave & 116, 118, and 120 St; 7 Ave & 118, 120, and 122 St)
3. Village Hall
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_



# INSIDE | OUT

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### Community collaborators (libraries, schools, community groups, etc.):

1. Biscayne Park Foundation
2. Biscayne Park Public Art Board
3. Biscayne Park Recreation Board
4. Biscayne Park Parks and Parkways Advisory Board
5. Miami Country Day School

### Please list any new events of programs you plan to implement with Inside Out:

Host an opening reception for the PAMM collection with invitees from the seven neighboring communities and the Chambers of Commerce

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### What are your goals for this program? How would Inside I Out enhance your community events?

Our mission is to celebrate art and foster an art culture in the Village of Biscayne Park. The PAMM collection will enable us to show case an art collection and sculptures in an active community where people walk and bike throughout the neighborhood on a daily basis. It will also help us build relationships with surrounding neighborhoods by creating interactive places for visitors and residents to share their visual experiences with one another. It is an opportunity to expose children and youth in our town to beautiful artworks and open their minds to the appreciation of art. We are a small city, less than a square mile, and combine activities to attract a broader audience to our events to maximize marketing efforts and participation levels.

The PAMM collection would serve as an amenity to our community as well as a featured attraction to our local events.

### How would you like to develop your community's relationship with PAMM?

We welcome any opportunity to participate in traveling art shows, and would recognize the Perez Art Museum Miami at special events, public engagements, and in our local newsletter.

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### Additional comments/concerns:

The Village of Biscayne Park is a designated bird sanctuary and aesthetically beautiful environment filled with crowned tree canopies, butterflies, artists, artisans, a historic log cabin and people who appreciate beauty and culture.

The Village of Biscayne Park offers large open public spaces to exhibit quality art, master pieces, and sculptures in our Art Park (which will evolve into a destination for art lovers), landscaped medians, and our new Village Hall.

We are excited about an opportunity to partner with the Perez Art Museum Miami to inspire others to experience, appreciate and create art.

Complete and return this form to [abraham@pamm.org](mailto:abraham@pamm.org) by **November 11, 2016**. If you have any questions, please contact us at 786.345.5686.



Richard Kuper, Esq.  
 Executive Director

November 2, 2016

The Honorable David Coviello  
 Mayor,  
 Village of Biscayne Park  
 640 NE 114th Street  
 Biscayne Park, FL 33161

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 Councilman, Homestead  
Past Presidents  
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Dear Mayor Coviello:

On behalf of President Francis X. Suarez and the Executive Board, I would like to invite you, as a member of the Board, to participate in the Miami-Dade County League of Cities' **10<sup>th</sup> Annual Thanksgiving Turkey Drive**, which will be held on **Wednesday, November 16, 2016**. Enclosed are **20 coupons** (each redeemable for one turkey and a bag of non-perishable food items), for you to distribute to those in need in your community. If you cannot use or distribute the coupons please return them immediately to the League office so we can redistribute them to those in need.

The League is setting up 4 locations (north, south, east & west) throughout the County where individuals can redeem their coupon. Please note that your constituents are assigned a specific location (see back of coupon) to redeem their turkey. It is our hope that you can join us in the distribution process. The times and locations are as follows:

*Miami Gardens:* 9:30 a.m. - 11:00 a.m.

Dr. Lester Brown Park  
 19405 N.W. 32<sup>nd</sup> Avenue  
 Miami Gardens, FL 33056

*Miami:* 11:30 a.m. - 1:00 p.m.

Robert King High Park  
 7025 W. Flagler Street  
 Miami, FL 33144

*South Miami:* 2:00 p.m. - 3:30 p.m.

Jean Willis Park  
 7220 SW 61<sup>st</sup> Court  
 South Miami, FL 33143

November 2, 2016  
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*Miami Beach:*  
Public Parking lot  
83<sup>rd</sup> Street and Collins Avenue

4:30 p.m. - 6:00 p.m.

As we all know, Thanksgiving is an occasion for families to gather around the table to enjoy some time together. The Miami-Dade County League of Cities hopes that this contribution during this special holiday will bring joy and peace to the families you choose.

We thank you in advance for participating in MDCLC's 10<sup>th</sup> Annual Thanksgiving Turkey Drive.

Sincerely,

Richard Kuper  
Executive Director

RK/mr