



## City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

# OFFICIAL AGENDA

## COMMUNITY ENHANCEMENT BOARD MEETING

**CITY ADMINISTRATIVE OFFICE  
1700 KENNEDY CAUSEWAY, #132**

**TUESDAY, JULY 3, 2012 - 5:00 P.M.**

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY RECOMMENDATION MADE AT THE FORTHCOMING MEETING OF THE COMMUNITY ENHANCEMENT BOARD, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE 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. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZES CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION OR A SIGN LANGUAGE INTERPRETER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (305) 756-7171 NO LATER THAN FOUR DAYS PRIOR TO THE PROCEEDING. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS AT (800) 955-8771 (TDD) OR (800) 955-8700 (VOICE) FOR ASSISTANCE.

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1. **CALL TO ORDER**

2. **NEW BUSINESS**

A. **TREASURE ISLAND BULB OUTS/TREE RELOCATION  
/MIAMI-DADE COUNTY SCHOOL BOARD (COMMISSIONER  
STUART BLUMBERG)**

1.) **Board Recommendation**

B. **CITY REGULATIONS – CHAIN LINK FENCE (CHIEF BUILDING  
OFFICIAL RICHARD ANNESE)**

1.) **Board Recommendation**

C. **EAST ENTRANCE WELCOME SIGN (PUBLIC WORKS  
DIRECTOR SAM ZAMACONA)**

1.) **Board Recommendation**

Mayor  
Connie Leon-Kreps

Vice-Mayor  
Eddie Lim

Commissioner  
Stuart Blumberg

Commissioner  
Dr. Richard Chervony

Commissioner  
Dr. Paul Vogel

- D. **SHELTERS AND SIGNS IN DR. PAUL VOGEL PARK  
(PUBLIC WORKS DIRECTOR SAM ZAMACONA)**
    - 1.) **Board Recommendation**
  
  - E. **REQUEST FOR PROPOSALS (RFP) FOR LANDSCAPE  
MAINTENANCE (PUBLIC WORKS DIRECTOR SAM ZAMACONA)**
    - i.) **CONTRACT (BUDGET/SCHEDULE) FOR CITY'S CURRENT  
LANDSCAPE CONTRACT (DORIS ACOSTA)**
    - ii) **NEW BUDGET AND SPECIFICATIONS FOR NEW  
LANDSCAPE CONTRACT (DORIS ACOSTA)**
      - 1.) **Board Recommendation**
  
  - F. **CODE ENFORCEMENT REPORT ON CAUSEWAY PROPERTIES.  
(CODE ENFORCEMENT OFFICER MAURICE MURRAY)**
  
  - G. **COMMUNITY GARDENING (VICE MAYOR EDDIE LIM)**
    - 1.) **Board Recommendation**
  
  - H. **"COMMUNITY ENHANCEMENT" ON CITY'S WEBSITE (CHAIR,  
PENELOPE FRIEDLAND)**
    - 1.) **Board Recommendation**
  
  - I. **STATUS OF PREVIOUS COMMUNITY ENHANCEMENT BOARD  
AGENDA REQUESTS (CHAIR, PENELOPE FRIEDLAND)**
    - 1.) **Board Recommendation**
  
  - J. **COMMUNITY PHILANTHROPIC DRIVE  
(COMMISSIONER RICHARD CHERVONY)**
- 
- 3. **GENERAL DISCUSSION**
  
  - 4. **APPROVAL OF MINUTES**
    - A. **REGULAR MEETING - JUNE 7, 2012**
  
  - 5. **ADJOURNMENT**

Aluminum Sheet  
PVC 1" letters pinned to surface  
PVC Circle with graphics  
and raised letters to create  
3D effect.  
Square poles 4"  
Height: 72"  
Width: 48"

Production Time:  
5-7 days

Installation:  
2-4 days

48" Wide



Welcome to

North Bay

Village

72" Tall

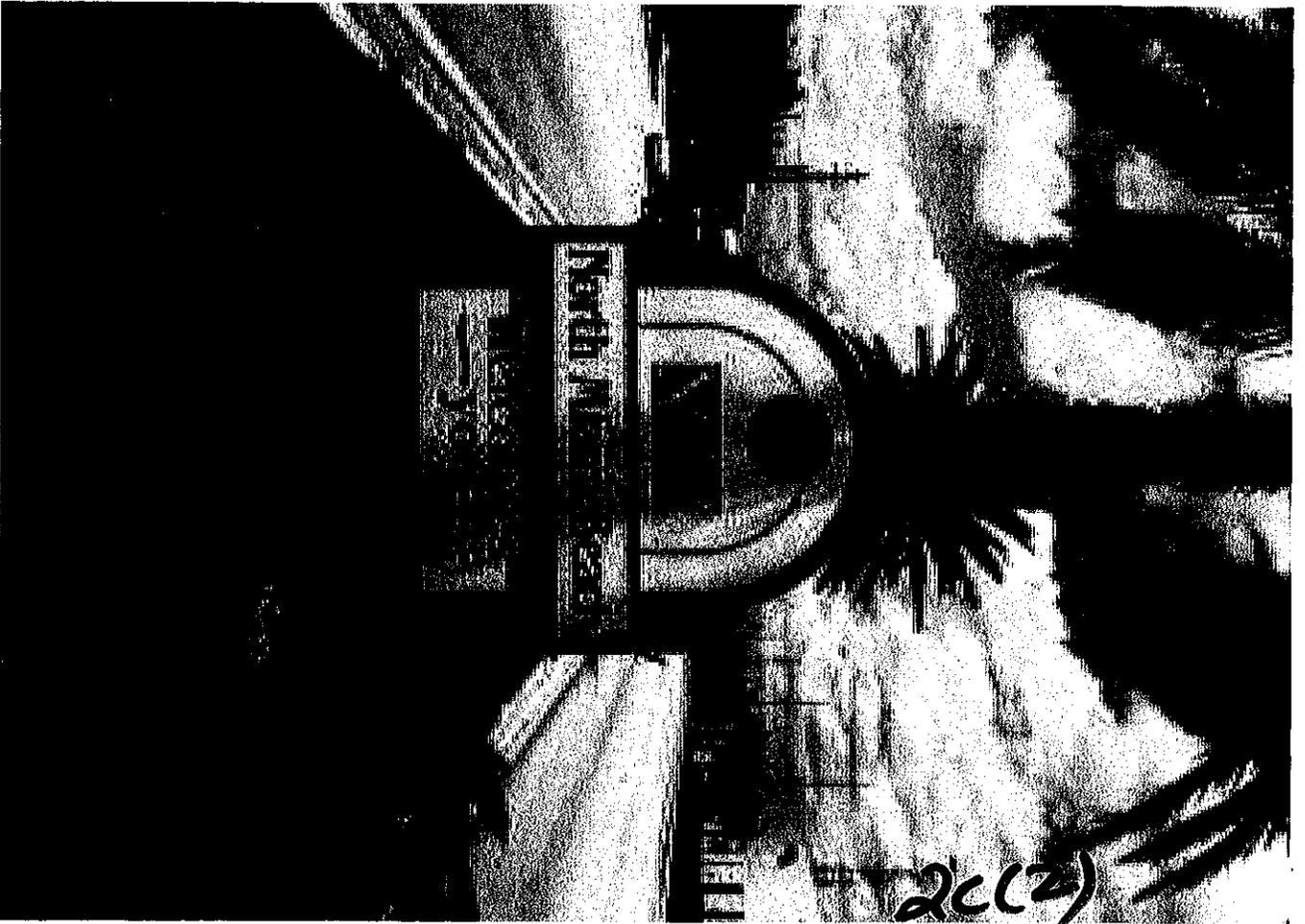
61"

42"

20"

12"

20(1)





2(L3)



**C&L GRAPHICS**  
consulting • design • printing • advertising

3901 NW 79th Avenue / Suite 244 / Doral, FL 33166  
T. 786.877.5522 / F. 786.513.0132  
E. carlos@candlgraphics.com

# Quote

**BILL TO**

City of North Bay Village  
1700 Kennedy Causeway Suite 132  
North Bay Village FL 33141  
Attn: Sam Zamacona

**SHIP TO**

City of North Bay Village  
1700 Kennedy Causeway Suite 132  
North Bay Village FL 33141  
Attn: Sam Zamacona

P.O. NO.	QUOTE No.	QUOTE DATE	REP.	ORDER No.	SHIP VIA
Sam	09658-B	05/24/12	CR		Hand Delivered

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
Signs	<p>"CITY OF N. BAY WELCOME SIGNS" Aluminum Sheet PVC 1" letters pinned to surface PVC Circle with graphics for City logo and raised letters to create 3D effect. Square poles 4" Height: 72" Width: 48"</p> <p>Production Time: 5-7 working days</p> <p>Installation 2-4 working days approx.</p> <p>Permits not included</p>	1	5,500	\$5,500.00
				\$950.00
			SUB-TOTAL	
			TAX	
			DEPOSIT	

**All jobs need a 50% deposit at the time of ordering and 50% at the time of delivery.**

Please make checks payable to: C&L Graphics, Inc.

*Thank You for your business*

**TOTAL**

2014

**CITY OF NORTH BAY VILLAGE**  
**RECOMMENDATION MEMORANDUM**

**DATE:** June 7, 2012

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Eddie Lim  
Commissioner Stuart Blumberg  
Commissioner Richard Chervony  
Commissioner Paul Vogel

**FROM:** Dennis Kelly  
City Manager

**SUBJECT:** Redevelopment of Dr. Paul Vogel Park: Authorization to purchase four (4) signs.

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**RECOMMENDATION:**

It is recommended that the City Commission approve a Resolution authorizing the City Manager to purchase four (4) signs as designed by Tom Graboski for \$15,675 including installation at Dr. Paul Vogel Park.

The four signs identified in the Park Signage Plans attached have Sign Type and Location Number for your reference and are:

<u>Cost</u>	<u>Sign Type / Location Number - Sign Content</u>
\$ 8,500	1.1 / 1.01 - Main Park Identity Sign "Dr. Paul Vogel Community Park"
\$ 275	4.4 / 1.02 - "Daily Park Hours:... & Park Rules: ..."
\$2,000	4.5 / 1.15 - Dedication Sign "Dr. Paul Vogel Community Park is hereby dedicated to the residents of North Bay Village and to the service of Dr. Paul Vogel Mayor Emeritus."
\$ 1,900	4.3 / 1.14 - "Playground Rules:..."

2DCU

**MEMO TO CITY COMMISSION**  
**JUNE 7, 2012**  
**PAGE 3 OF 3**

\$3,000	Installation of four (4) signs estimate
<hr/>	
\$15,675	Total

**BACKGROUND:**

Staff received three estimates and the most economical is included for your consideration. Only the four signs presented are being considered for purchasing and installation at this time.

The City received \$415,000 from the Safe Neighborhood Parks Bond Program and other grant programs for improvements to Dr. Paul Vogel Park. The funds will be used to complete construction of new gazebos, a water connection, additional landscaping, and an extension to the walkway, walking path, brick paver walkway extension, playground, benches, bike rack, and exercise equipment, irrigation, and water and sewer laterals.

**BUDGETARY IMPACT:**

The funds for the purchase of the four signs at Dr. Paul Vogel Park are available from grant funding under Safe Neighborhood Parks Bond Program.

**CONTACT:**

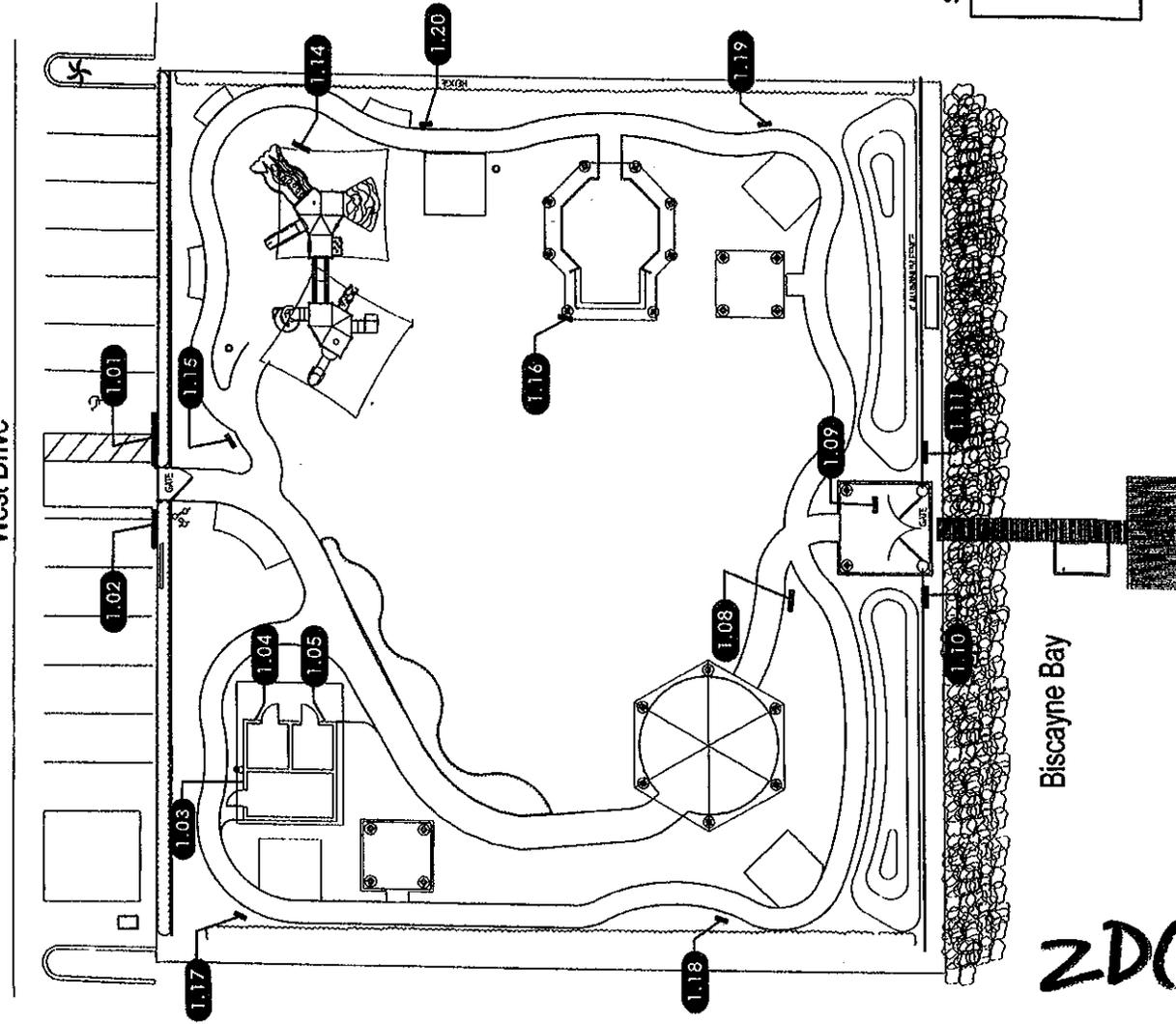
Dennis Kelly, City Manager  
Sam Zamacona, Director of Public Works

**ATTACHMENTS:**

- 1) Resolution
- 2) Park Signage Plans
- 3) Three quotations
- 4) Current park budget

2D(2)

West Drive



Biscayne Bay

2D(3)

**MESSAGE SCHEDULE:**

Location Number:	Sign Type:	Messages:	Notes:
1.01	1.1	Dr. Paul Vogel Community Park	Park Main ID
1.02	4.4	Daily Park Hours: 90 minutes after sunrise until sundown  Park Rules: No Pets, No Barbeques, No Alcoholic Beverages, No Skates or Skateboards, No Loud Music, Bikes in Bike Racks Only	Park Rules
1.03	1.2	Storage (grade 2 braille)	ADA sign
1.04	1.3	MEN (grade 2 braille)	ADA sign
1.05	1.3	WOMEN (grade 2 braille)	ADA sign
1.08	4.2	(Interpretive Sign)	Client to provide information.
1.09	4.2	(Interpretive Sign)	Client to provide information.
1.10	1.1A	Dr. Paul Vogel Community Park	Park Secondary ID
1.11	4.4	(Dock Rules)	Client to provide information.
1.14	4.3	(Playground Rules)	Client to provide information.
1.15	4.5	(Dedication Sign)	Client to provide information.
1.16	4.2	(Interpretive Sign)	Client to provide information.
1.17	4.1	(Fitness Motivational Sign)	Client to provide information.
1.18	4.1	(Fitness Motivational Sign)	Client to provide information.
1.19	4.1	(Fitness Motivational Sign)	Client to provide information.
1.20	4.1	(Fitness Motivational Sign)	Client to provide information.

**SIGN TYPE KEY:**

IDENTIFICATION	
1.1	Park Main ID Sign
1.1A	(Small) ID & Rules Plaque
1.2	ADA Sign
1.3	Restroom Sign
INFORMATIONAL	
4.1	Fitness Motivational Sign
4.2	Interpretive Signage
4.3	Playground Rules
4.4	Park / Dock Rules
4.5	Dedication Sign

project  
**West Drive Park Signage**  
North Bay Village

Issue / revision  
1. 02.01.10  
2. 06.17.10 vim

description  
**Site Plan**

sign type  
**1**

scale  
nrs

project  
West Drive Park Signage  
North Bay Village

Issue / revision  
1. 02.01.10  
2. 06.17.10 vim

description  
**Site Plan**

sign type  
**1**

scale  
nrs

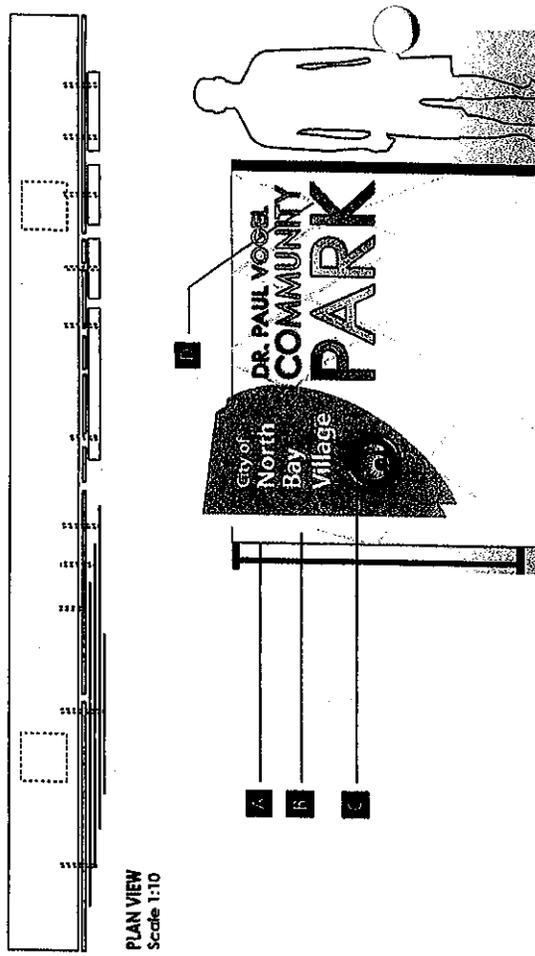
project  
West Drive Park Signage  
North Bay Village

Issue / revision  
1. 02.01.10  
2. 06.17.10 vim

description  
**Site Plan**

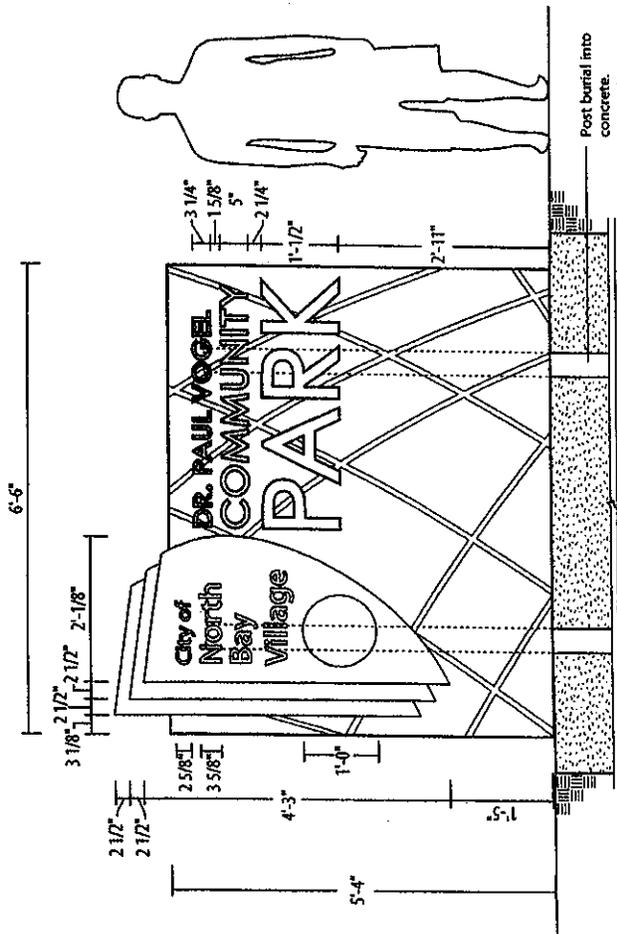
sign type  
**1**

scale  
nrs



PLAN VIEW  
Scale: 1:10

PARK MAIN ENTRANCE ELEVATION  
Scale: 1:25



FRONT ELEVATION  
Scale: 1:20

**SPECIFICATIONS**

**A** 1/8" (f) welded aluminum pan structure. Structure to be continuously welded. All welds should be ground & painted.  
First surface painted to match Benjamin Moore 2B-1551 "La Paloma Gray" in a SATIN FINISH.  
Second surface & returns painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.

**B** Decorative Geometric pattern:  
1/4" (f) cut aluminum pieces mounted to sign faces revealing grid lines. Pieces painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.

**C** SAIL SHAPES:  
1/8" (d) cut & painted sail shapes. (Qty: 3). Sails are overlapped and pin mounted flush to sign face.  
Sail shapes are painted to match:

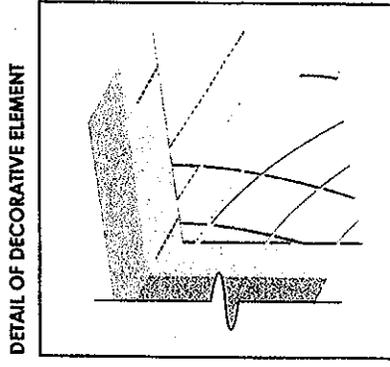
- BM 3B-677 "Azure Water"
- BM 1B-374 "Luminaire"
- BM 2B-768 "Atlantis Blue"

"City of North Bay Village" text is frisket painted in WHITE SATIN FINISH.  
Fabricator to use artwork provided.

**D** 1/4" (d) cut & painted aluminum circle painted to match Benjamin Moore 1B-1548 "Classic Gray".  
City seal is a 3M vinyl output applied to 1st surface with protective clear coat.  
Flush mounted.

**D** 1" (g) cut aluminum letters. Face & returns painted to match Matthews Paint 19894 "Stainless Steel Metallic".  
Pin mounted flush to the sign face.

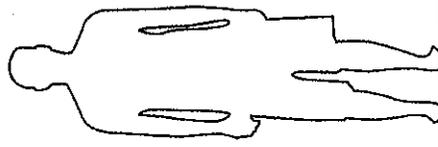
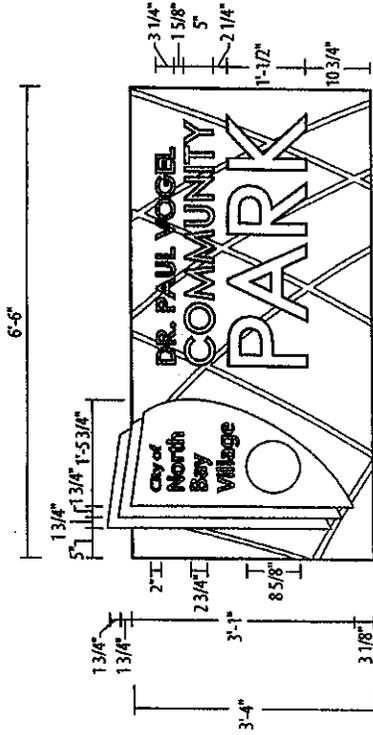
**E** Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.



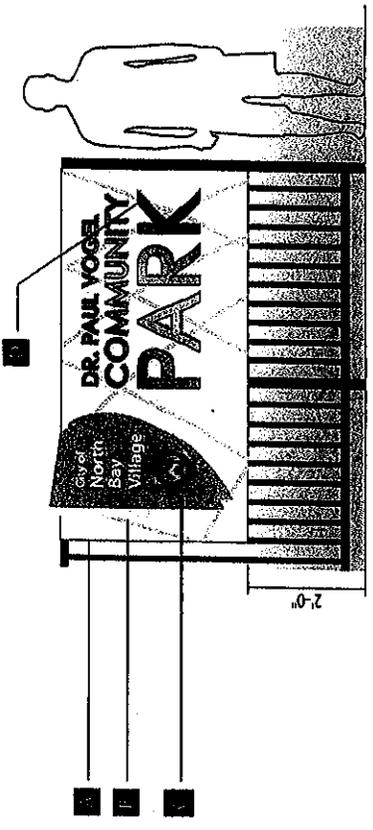
DETAIL OF DECORATIVE ELEMENT

Project: <b>West Drive Park Signage</b> 	Issue / revisions 1. 06.24.10 V1 2.	description <b>Main Park Identify Sign</b>	sign type <b>1.1</b>
	tgsdesign 4645 Florida Dr. Unit 500 Suite 401 Coral Gables, Florida 33146 P: 305.446.2550 F: 305.446.2550 www.tgsdesign.com		
scale 1:20			

2D(4)



**FRONT ELEVATION**  
Scale: 1:20

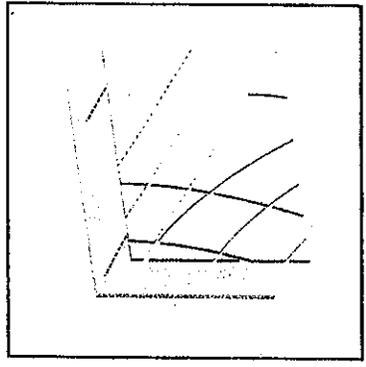


**PARK SECONDARY (Dock) ENTRANCE ELEVATION**  
Scale: 1:25

**SPECIFICATIONS**

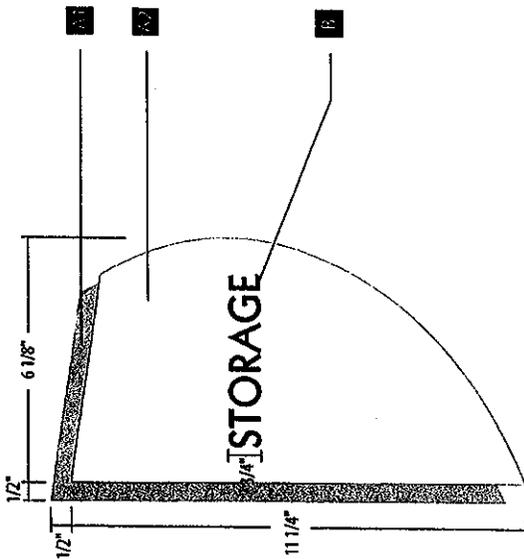
- A** 1/4" (t) aluminum panel. First and second surfaces painted to match Benjamin Moore 2B-1551 "La Paloma Gray" in a SATIN FINISH.
- B** Decorative Geometric pattern:  
1/8" (t) cut aluminum pieces mounted to sign faces revealing grid lines. Pieces painted to match Benjamin Moore 1B-1548 "Classic Gray" in a SATIN FINISH.
- C** SAIL SHAPES:  
1/8" (d) cut & painted sail shapes. (Qty. 3). Sails are overlapped and pin mounted flush to sign face. Sail shapes are painted to match:  
  - BM 2B-768 "Atlantis Blue"
  - BM 3B-677 "Azure Water"
  - BM 1B-374 "Luminaire"
- "City of North Bay Village" text is frisket painted in WHITE SATIN FINISH.  
Fabricator to use artwork provided.
- 1/8" (d) cut & painted aluminum circle painted to match Benjamin Moore 1B-1548 "Classic Gray".  
City seal is a 3M vinyl output applied to 1st surface with protective clear coat.  
Flush mounted.

**DETAIL OF DECORATIVE ELEMENT**



project <b>West Drive Park Signage</b> North Bay Village	Issue / revisions 1. 06.30.10 V1 2.	description <b>Park Secondary Identify Sign</b>	sign type <b>1.1A</b>
 tgsdesign 4000 John De Leon Blvd Suite 200 Coral Gables, Florida 33146 www.tgsdesign.com P. 305.936.2822 F. 305.936.2326 Contact: Veronica Medina vmedina@tgsdesign.com			
score			
notes			

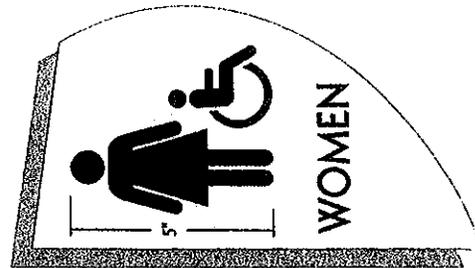
2D(5)



**SPECIFICATIONS**

- A** 1/8" (d) Exterior grade Jet photopolymer plaque. (Qty: 2)
- A1** painted to match Benjamin Moore 28-768 "Atlantis Blue".
- A2** painted to match Benjamin Moore 1B-1612 "Pelican Gray".
- B** 1/32" raised letters, symbol & braille dots
- Text & Symbols:**  
Painted to match Benjamin Moore 3B-1616 "Stormy Sky".  
Font is Kabel Heavy.
- Braille dots:**  
Painted to match photopolymer plaque **A2**
- C** Adhere to wall surface with silicone and foam tape.

**ST 1.2 ADA SIGN  
FRONT ELEVATION**

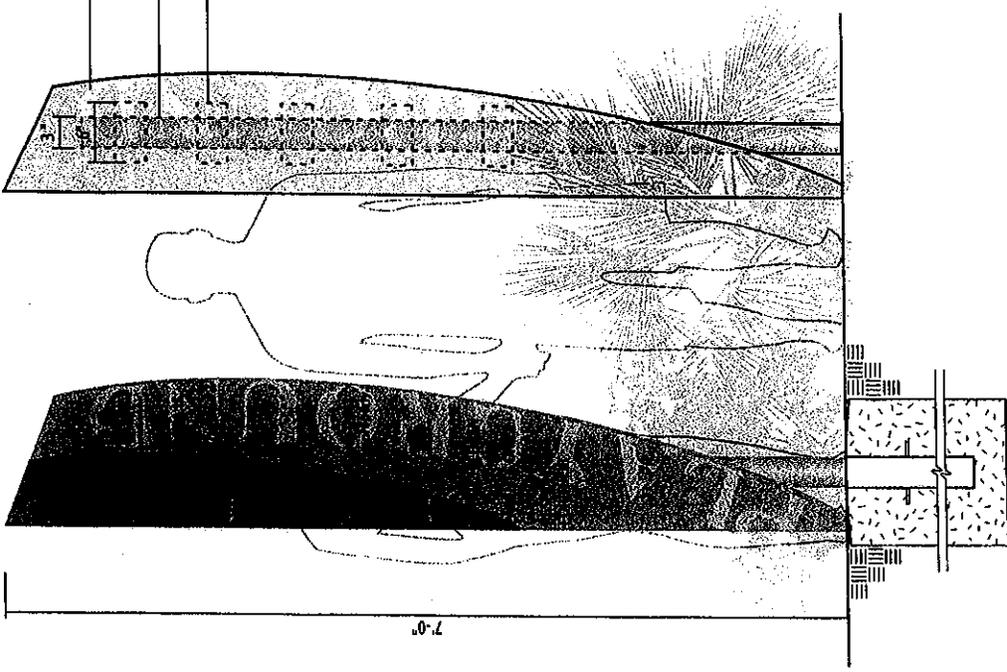


**ST 1.3 RESTROOM SIGN  
FRONT ELEVATION**

Project West Drive Park Signage North Bay Village	Issue / Revisions 1.06.21.10 v
 West Drive Park Signage 5044 JFC Coral Gables, Florida 33146 www.signage.com P: 305.992.2857 F: 305.992.2536 Contact: Vanessa Martin vmartin@signage.com	Description ADA Sign & Restroom Sign
Scale 1:3	Sign Type 1.2/1.3

2D(6)

1'-3"



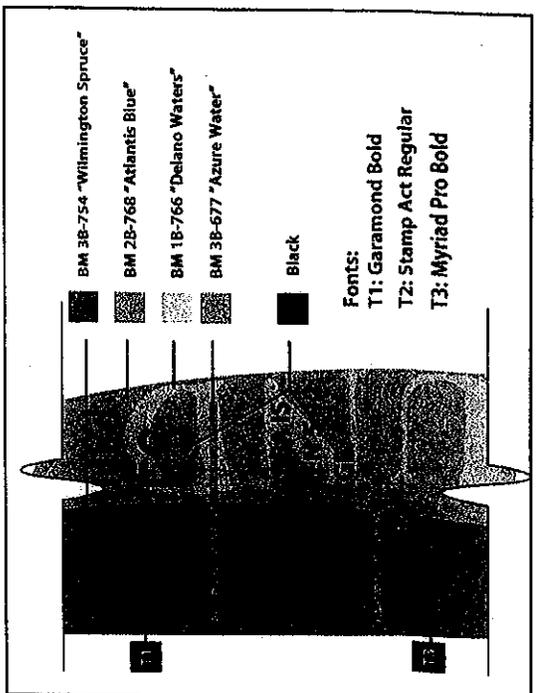
PLAN SECTION  
Scale: nts

**SPECIFICATIONS**

- A** 1/8" (d) Aluminum panel  
All first surface graphics are frisket painted. See Specs below.  
Second surface of panel is painted to match Benjamin Moore 38-677 "Azure Water"
- B** NOTE: Round all corners.
- C** 3" round aluminum support post painted to match Benjamin Moore 38-677 "Azure Water"
- D** 1/8" thick, breakform aluminum attachment brackets (Qty: 5).  
Painted Benjamin Moore 38-677 "Azure Water".  
Attaches to sign panel in 2 places with weld or high bond adhesives. Bracket attaches to pole with non-visible fasteners.
- E** Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.

NOTE: TEXT IS PLACEHOLDER  
CLIENT TO PROVIDE FINAL TEXT/COPY

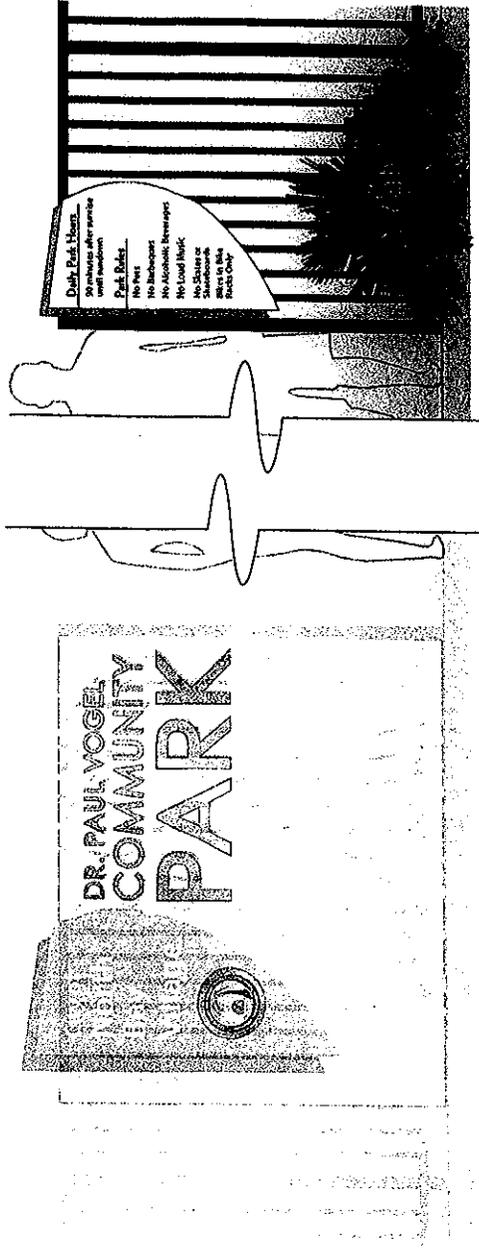
**COLOR & TYPE SPECS**



FRONT ELEVATION  
Scale: 1" = 0" = 1'

2D(7)

<b>Project</b> West Drive Park Signage North Bay Village	<b>Issue / revision</b> 1. 06.30.10 2.
<b>typedesign</b> 4545 Forest Dr., Suite 870 Coral Gables, Florida 33146 www.typedesign.com P: 305.350.2570 F: 305.350.2282 Contact: Veronica Martin vmartin@typedesign.com	<b>Description</b> Playground Rules
<b>scale</b> VOTIES	<b>sign type</b> 4.3



**SPECIFICATIONS**

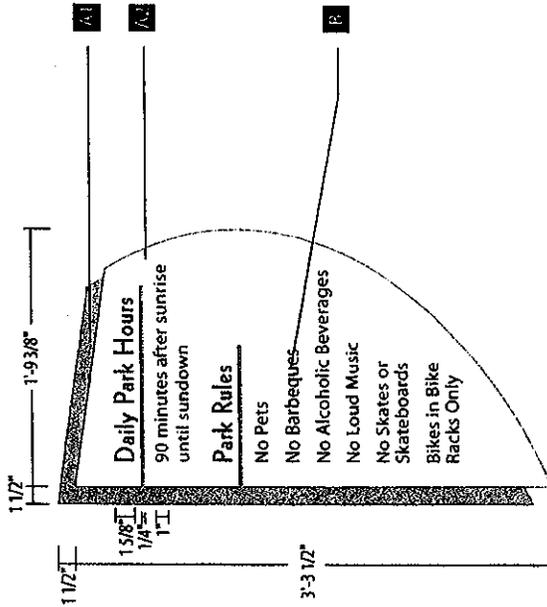
- 1/8" (d) Aluminum panel (Qty: 2)
- A1 painted to match Benjamin Moore 2B-768 "Atlantis Blue".
- A2 painted to match Benjamin Moore 1B-1612 "Pelican Gray".
- Cut 2 reveals from A2 to allow blue color to show.
- Round all corners.

Frisket Paint Text to match Benjamin Moore 3B-1616 "Stormy Sky". Fabricator to use artwork provided.

Mount to existing fence structure. Hardware to be non-oxidizing and be invisible.

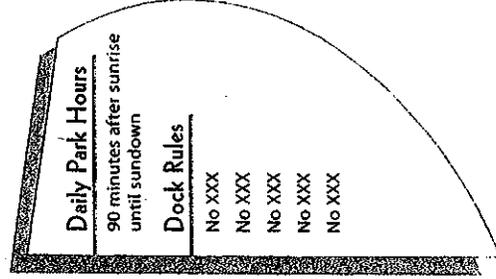
**PARK MAIN ENTRANCE ELEVATION**

Scale: 1:20



**FRONT ELEVATION - PARK RULES**

Scale: 1:10



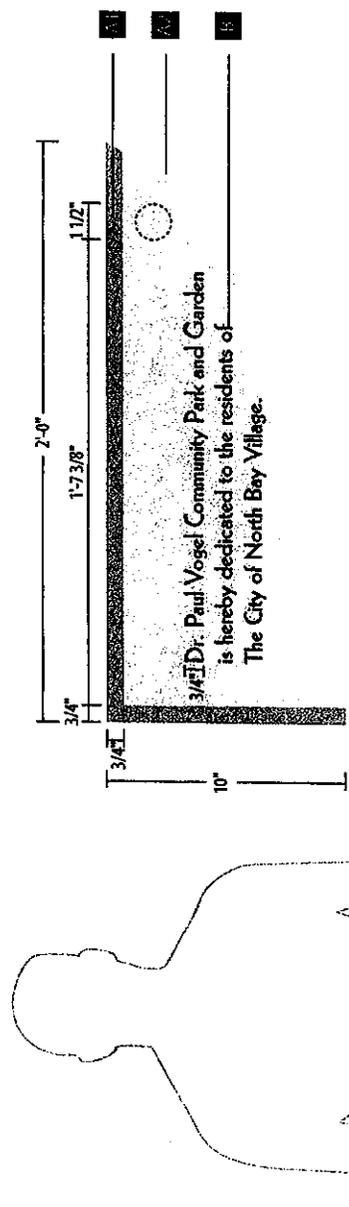
**FRONT ELEVATION - PARK RULES**

Scale: 1:10

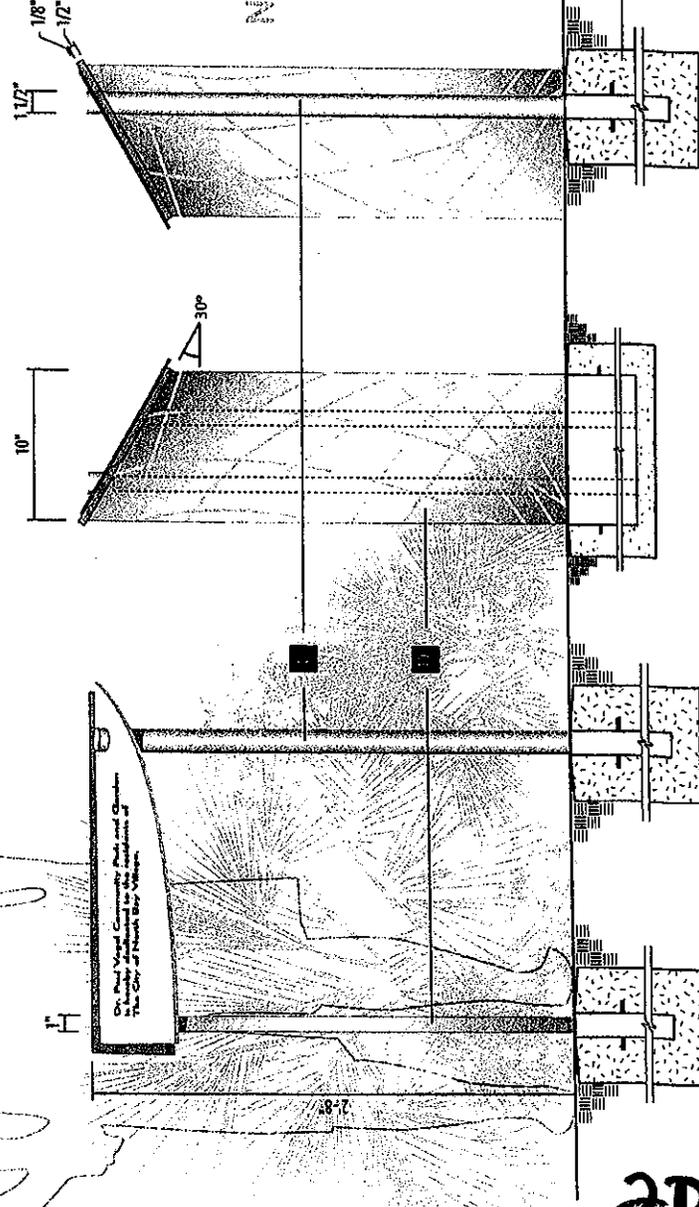
**NOTE: CLIENT TO PROVIDE FINAL TEXT/COPY FOR DOCK RULES**

project <b>West Drive Park Signage</b> 	issue / revisions 1. 06.21.10 2. 06.30.10 v1/m
	description <b>Park / Dock Rules</b>
logo design logo design 1400 Pines Dr. Lake Oke Suite 200 Clearwater Florida 34616 www.logodesign.com P: 727.497.2222 F: 727.497.2222 # 50806 2008	contact: Veronica Martin vermart@logodesign.com
scale notes	sign type <b>4.4</b>

2D(8)



**DETAIL OF SIGN FACE**  
Scale: 1:5



**LEFT SIDE VIEW**  
Scale: 1" = 1/2" = 1'

**RIGHT SIDE VIEW**  
Scale: 1" = 1/2" = 1'

**FRONT ELEVATION**  
Scale: 1" = 1/2" = 1'

Concrete footers as necessary for stability of sign.

**SPECIFICATIONS**

- A1: 1/2" (d) Aluminum mounting plate painted to match Benjamin Moore 2B-768 "Atlantis Blue".
- A2: 1/8" (d) Aluminum sign plate painted to match Benjamin Moore 1B-1612 "Pelican Gray". Attach A2 to A1 using non-visible fasteners.

**NOTE: Round all corners. Panels are set on a 30° angle.**

- B Frisket Paint Text, on sign plate, to match Benjamin Moore 3B-1616 "Stormy Sky".  
Font is Kabel Heavy

- C 1 1/2" round aluminum support post painted to match MP 23302 Posate Silver Metallic LRV 52.3.

\*Post welded to mounting plate A1. Decorative cap welded on top of sign plate A2 to give the illusion that the post is piercing the panels. Cap also painted to match MP 23302 Posate Silver Metallic LRV 52.3.

- D 1" (d) aluminum pan structure, 2 interior vertical supports. Use cross bracing as needed. 1/8" Aluminum skin painted to match MP 23302 Posate Silver Metallic LRV 52.3.

Frisket paint geometric pattern ON BOTH SIDES to match Benjamin Moore 1B-1613 "Silent Night" in a SATIN FINISH.  
\*Pan structure welded to mounting plate A1

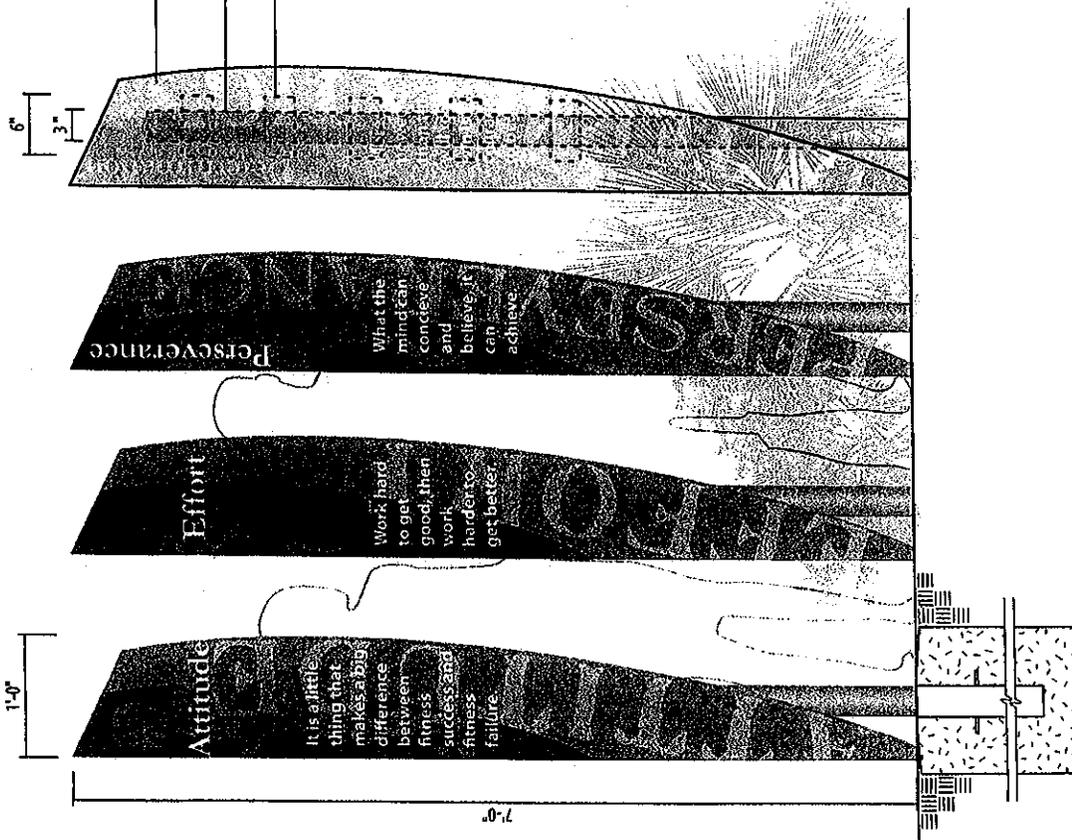
**NOTE: FABRICATOR TO GRIND, SMOOTH & PAINT ALL WELDS.**

- E Concrete footers as necessary for stability of sign.

**NOTE: CLIENT TO PROVIDE FINAL TEXT/COPY**

Project <b>West Drive Park Signage</b>  North Bay Village	Issue / revision 1. 06.21.10 2.
	description <b>Interpretive Signs/ Dedication Sign</b>
logo design  4648 Pines Dr. Unit 3rd Fort Lauderdale, Florida 33308	www.westdrivepark.com P: 305.568.2529 F: 305.568.2529
Contact: Veronica Martin vmartin@westdrivepark.com	Sign type <b>4.2/4.5</b>
Scale varies	

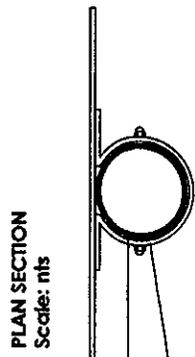
2019



FRONT ELEVATION  
Scale: 1" = 0' = 1'

**SPECIFICATIONS**

- 1/8" (d) Aluminum panel  
All first surface graphics are frisket painted. See Specs below.  
Second surface of panel is painted to match Benjamin Moore 3B-677 "Azure Water"
- NOTE: Round all corners.
- 3" round aluminum support post painted to match Benjamin Moore 3B-677 "Azure Water"
- 1/8" thk. breakform aluminum attachment brackets (Qty: 5).  
Painted Benjamin Moore 3B-677 "Azure Water".  
Attaches to sign panel in 2 places with weld or high bond adhesives. Bracket attaches to pole with non-visible fasteners.
- Structural base to be engineered by registered State of Florida P.E. Base and all sign components to meet all state and local codes.



PLAN SECTION  
Scale: nts

NOTE: TEXT IS PLACEHOLDER  
CLIENT TO PROVIDE FINAL TEXT/COPY

**COLOR & TYPE SPECS**

BM 3B-754 "Wilmington Spruce"  
 BM 3B-677 "Azure Water"  
 BM 2B-768 "Atlantis Blue"  
 BM 1B-766 "Delano Waters"  
 White

**Fonts:**  
 T1: Garamond Bold  
 T2: Stamp Act Regular  
 T3: Myriad Pro Bold

Project <b>West Drive Park Signage</b> North Bay Village		Issue / revisions: 1. 06.22.10 v 2.
logo design 4045 Joyce De Leon Blvd Suite 200 Coral Gables, Florida 33134 www.logodesign.com P: 305.369.2650 F: 305.369.2572 Contact: Vanessa Martin vanessa@logodesign.com		description <b>Fitness Motivational Sign</b>
scale varies	sign type <b>4.1</b>	

22DC10

1/4" thick aluminum sheet  
with engraved design and filled with gray paint  
with 4 holes punched 14" x 14"

1/4" thick  
aluminum sheet  
with 4 holes punched  
14" x 14"



# City of North Bay Village Dr. Paul Vogel Community Park

Dedicated on May 11, 2012

**Connie Leon-Kreps**  
Mayor

**Eddie Lim**  
Vice Mayor

**Stuart Blumberg**  
Commissioner

**Dr. Richard Chervony**  
Commissioner

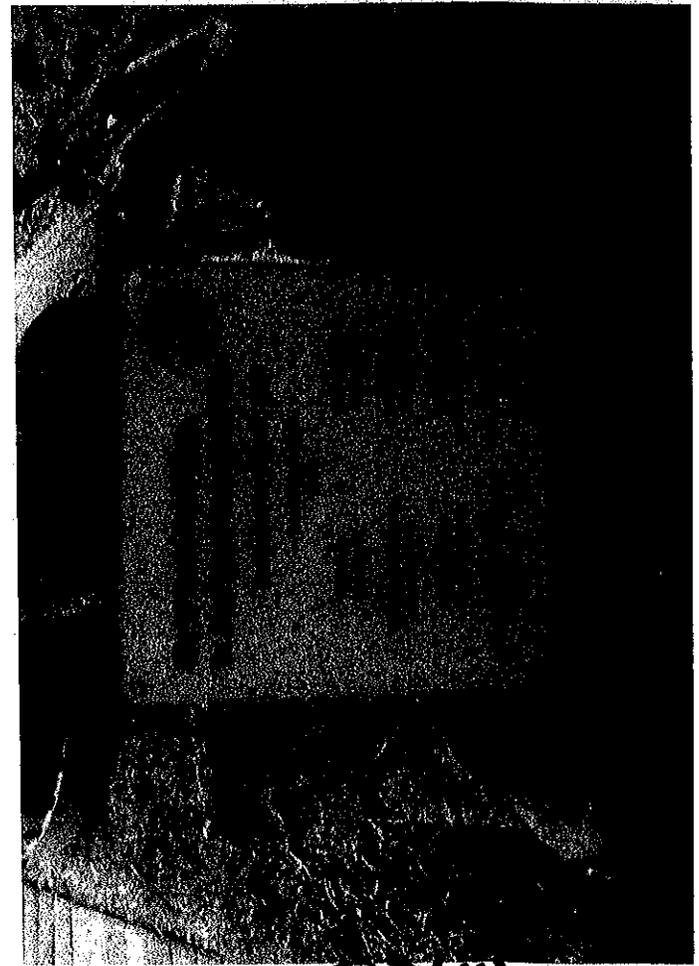
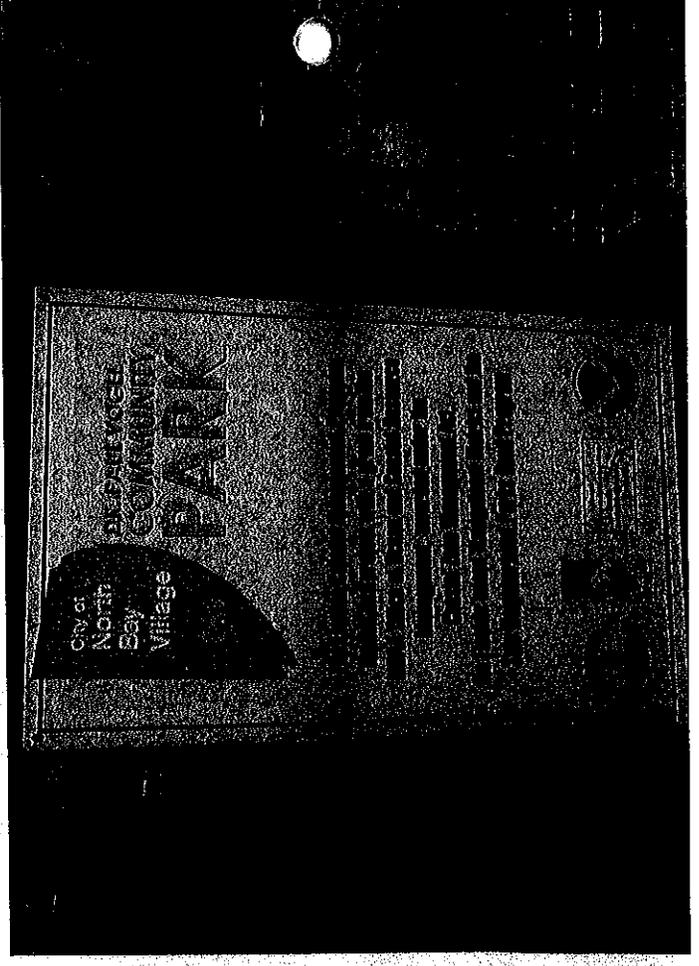
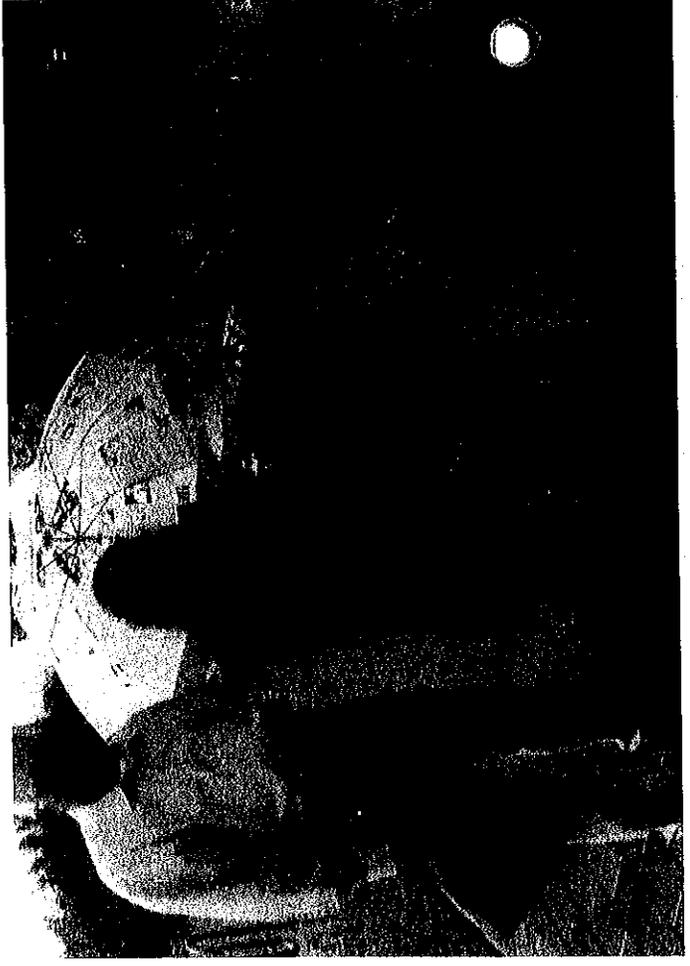
**Dr. Paul Vogel**  
Mayor Emeritus

**Dennis Kelly**  
City Manager

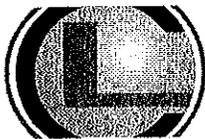
**Sam Zamacora**  
Public Works Director

**Bermello Ajamil & Partners Inc.**  
Designer

**M. Vila & Associates**  
Contractor



2DC(11)



**C&L GRAPHICS**  
consulting • design • printing • advertising

3901 NW 79th Avenue / Suite 244 / Doral, FL 33166  
T. 786.877.5522 / F. 786.513.0132  
E. carlos@candlgraphics.com

# Quote

**BILL TO**

City of North Bay Village  
1700 Kennedy Causeway Suite 132  
North Bay Village FL 33141  
Attn: Sam Zamacona

**SHIP TO**

City of North Bay Village  
1700 Kennedy Causeway Suite 132  
North Bay Village FL 33141  
Attn: Sam Zamacona

P.O. NO.	QUOTE No.	DUE DATE	REP.	ORDER No.	SHIP VIA
Sam	09657-B	05/22/12	CR		Hand Delivered

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
Signs	"CITY OF N. BAY VILLAGE VOGELPARK SIGNS" Manufactured with Economical Materials to look like TGA Design			
	Identification Signs:			
	1.1 Park Main ID Sign	1		\$8,500.00
	1.1A Park Secondary ID Sign	1		3,500.00
	1.2 Storage	1		225.00
	1.3 Men and Women Restrooms (2)	2	225	450.00
	Informational Signs:			
	4.1 Fitness Motivational Sign	1		1,900.00
	4.2 Interpretive Signage	1		2,000.00
	4.3 Playground rules	1		1,900.00
	4.4 Park Rules	1		275.00
	4.5 Dedication Sign	1		2,000.00
	Installation for above not included pending quantity of signs to be ordered			
				More than a 20% savings
			SUB-TOTAL	
			TAX	
			DEPOSIT	

**All jobs need a 50% deposit at the time of ordering and 50% at the time of delivery.**

Please make checks payable to: C&L Graphics, Inc.

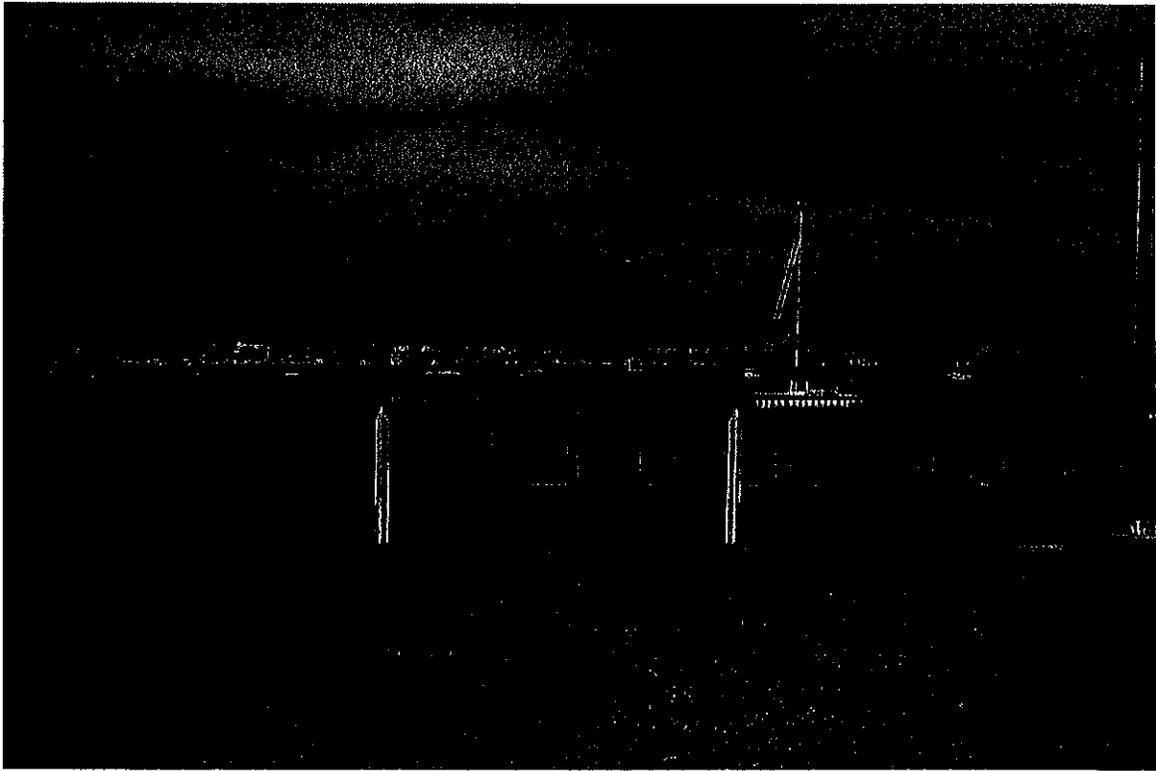
*Thank You for your business*

**TOTAL**

2DUZ)



2D(13)

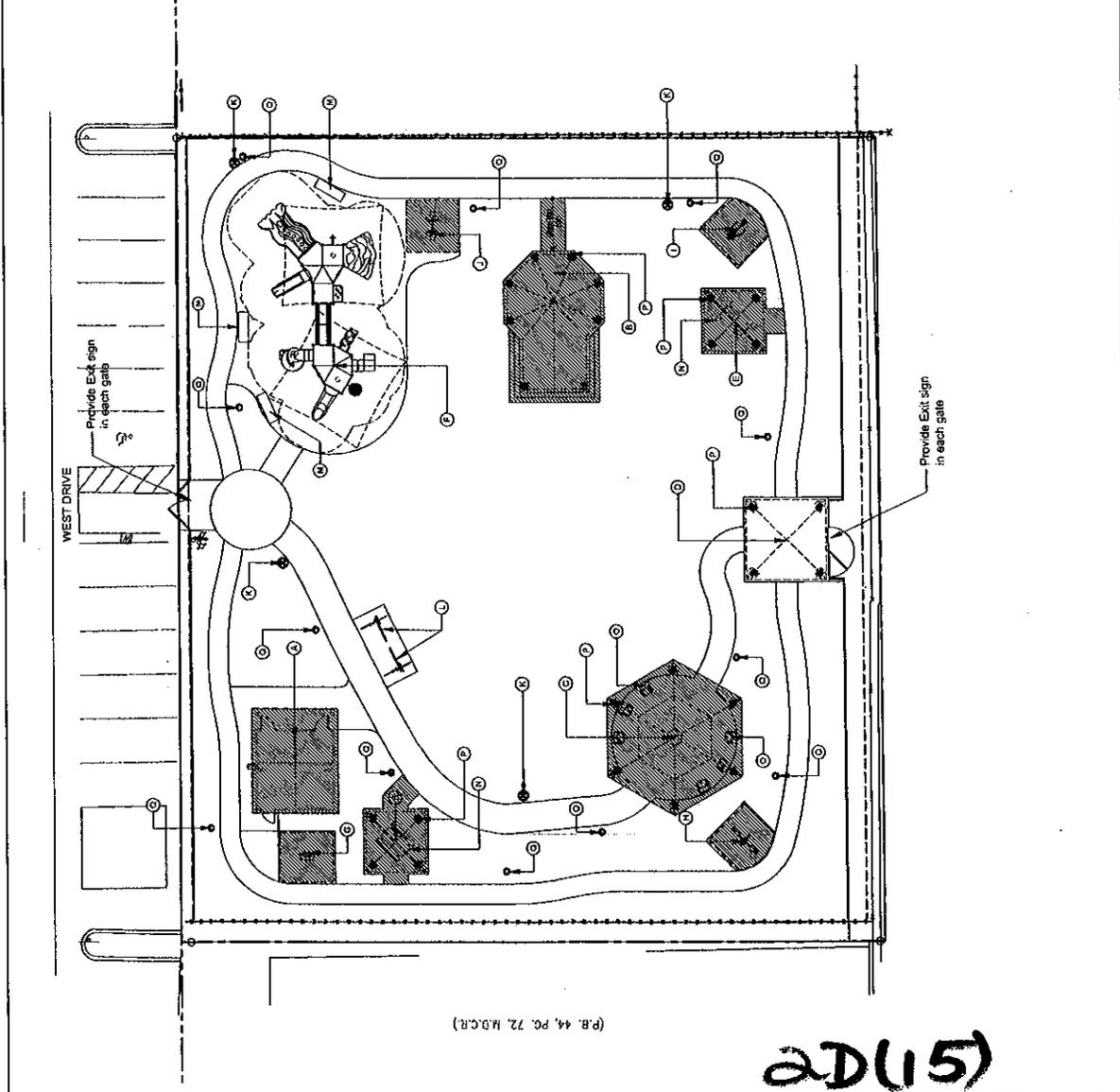


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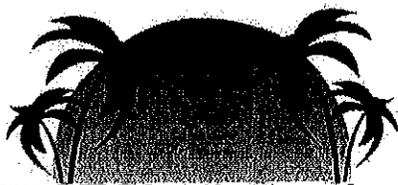


ITEM NO.	QUANTITY	TYPE	DESCRIPTION	CONTACT	CYCLE
1	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
2	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
3	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
4	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
5	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
6	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
7	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
8	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
9	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
10	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
11	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
12	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
13	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
14	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
15	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
16	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
17	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
18	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
19	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10
20	1	Signage	Signage for site entrance	Signage Co. Inc.	10/15/10

WORK ORDER #8 EXCLUSIONS



1 SITE FURNITURE + LIGHTING PLAN  
 SCALE: 1/32" = 1'-0"



# ET & T Distributors, Inc.

947 Beville Rd. Ste 15  
 S. Daytona, Fl. 32119  
 386-322-7789 fax 386-322-4289  
 sales@ettflorida.com

# Estimate

DATE	ESTIMATE NO.
6/13/12	30192

**ET&T Distributors Inc.**

**State of Florida Minority Business Enterprise**  
**www.ettflorida.com**

Bill to:	Ship To
Dr. Paul Vogel Park/ Sam Zamacona North Bay Village, FL 33141	

Customer Phone	Customer Fax	Management Co.	Terms	REP	Customer Cont...	Job Name
305-821-1226			50% Dep/N...	AM	Sam Zamacona	Mini Shelters

ITEM	QTY	DESCRIPTION	COST	Total
KKat	2	#8450 - 12' X 12' Hip End Mini Shelter, 6:12 Roof Pitch, (2) center column design, 24 gauge med lock standing seam Metal roof, Zinc lock powder coat finish, 80 MPH Wind rating	6,552.31	13,104.62T
KKat		Frame: Regal White Metal Roof: Regal Blue		0.00T
Engineering Dr...		Stamped and sealed engineered Drawing	850.00	850.00T
Korkat shipping		Shipping *150*	1,835.00	1,835.00T
Specialty Const...		Install/Set Up - ***This is good for installation on 2 shelters installed at the same time***  installation includes equipment listed attached quotation and assumes normal soil conditions and does not include any excavation (Including hidden rocks, trees / rots) which could result in additional cost to the customer. (Hard Dig) Site or ground preparation, landscaping, borders or surface media such as sand, mulch, rubber, is not included unless stated. We are not responsible for any damages to underground utilities, fences or irrigation lines etc.. unless they have been marked and brought too our attention. Customer is responsible for re-routing or capping underground piping or utilities.  *Installation includes Footers up to 3ft x 3ft x 3ft	5,760.00	5,760.00T

"Most people are about as happy as they make up their mind to be"	<b>Sales Tax (0.00)</b>	\$0.00
	<b>Total</b>	\$21,549.62

**\*Your approval signature is required to process the above order. Your signature indicates that you have reviewed and approve the colors, quantities, and addresses exactly as it is listed above:**

Signature Required \_\_\_\_\_  
 Date \_\_\_\_\_

2D(16)

CITY OF NORTH BAY VILLAGE  
VOGEL PARK IMPROVEMENTS  
5,496,501.35

	Safe Neighborhood Parks (County)	Coastal Partnership (DEP)	FIND	Grant Total	City Rec'd Match (Emp)	Add'l City Contrib.	NBV Bond Issue Contrib.	Total City Contrib.	Total Sources of Funds	Expenditures Itemized by Category	Expenditures	Total Spent by Category	Available to Spend
Planning, Design, Project Administration, Soft Costs	\$ 51,000.00			\$ 51,000.00	\$ 51,000.00			\$ 51,000.00	\$ 51,000.00				
General Design/ Permitting/ Engineering/ Bidding			4,470.00					4,470.00	4,470.00	Soil, grading, paver sand, irrigation Trees and plants Fence Home Depot purchases Dock demolition and clean-up Electrical work Paver walkway FPL, hook-up Benches, tables, trash bins M Via C.O. Construction M Via C.O. Construction Playground & Exercise Equipment Shelter Sod Aluminum picket fence reinforcement Two Shelters above benches 7/10/17 Park Sign (4) designed by Tom G. Cult. Affairs Dept.	129,972.27	129,972.27	
Total Sources for Soft Costs	\$ 51,000.00	\$ -	\$ 4,470.00	\$ 55,470.00	\$ 51,000.00	\$ -	\$ 23,502.27	\$ 74,502.27	\$ 129,972.27				
Ad Allowance	244,500.00	60,000.00	50,530.00	355,030.00	134,000.00	1,246.58	4,500.00	135,246.58	490,276.58			490,276.58	
Total Sources for Hard Cost	\$ 249,000.00	\$ 60,000.00	\$ 50,530.00	\$ 359,530.00	\$ 134,000.00	\$ 1,246.58	\$ 4,500.00	\$ 139,746.58	\$ 499,276.58			\$ 499,276.58	\$ -
TOTAL SOURCES FOR SOFT & HARD COSTS	\$ 300,000.00	\$ 60,000.00	\$ 55,000.00	\$ 415,000.00	\$ 185,000.00	\$ 1,246.58	\$ 28,002.27	\$ 214,248.85	\$ 629,248.85			\$ 629,248.85	\$ -
Land Acquisition							4,508,493.50	4,508,493.50	4,508,493.50			4,508,493.50	
Cost of Issuance							35,000.00	35,000.00	35,000.00			35,000.00	
Cap. Interest							323,035.00	323,035.00	323,035.00			323,035.00	
Bank Fees, Prof. Svcs.							724.00	724.00	724.00			724.00	
Other Park Expenses													
TOTAL ACQUISITION SOURCES							\$ 4,867,252.50	\$ 4,867,252.50	\$ 4,867,252.50			\$ 4,867,252.50	\$ -
PROJ. SOURCES GRAND TOTAL	\$ 300,000.00	\$ 60,000.00	\$ 55,000.00	\$ 415,000.00	\$ 185,000.00	\$ 1,246.58	\$ 4,895,254.77	\$ 5,081,501.35	\$ 5,496,501.35			\$ 5,496,501.35	\$ -
TOTAL ACQUISITION USES							\$ 4,867,252.50	\$ 4,867,252.50	\$ 4,867,252.50			\$ 4,867,252.50	\$ -
TOTAL ACQUISITION SOURCES							\$ 4,867,252.50	\$ 4,867,252.50	\$ 4,867,252.50			\$ 4,867,252.50	\$ -
PROJECT USES GRAND TOTAL							\$ 5,496,501.35	\$ 5,496,501.35	\$ 5,496,501.35			\$ 5,496,501.35	\$ -

(11) 20

# City of North Bay Village, Florida



## REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE

RFP NO. NBV 2012-01



SEALED PROPOSALS WILL BE RECEIVED BY THE CITY CLERK,  
1700 KENNEDY CAUSEWAY, SUITE 132, NORTH BAY VILLAGE, FL 33141  
ON OR BEFORE JULY 2, 2012

# City of North Bay Village, Florida

## Request for Proposals No. NBV 2012-01

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## SECTION 1 - REQUEST FOR PROPOSAL NOTICE

### CITY OF NORTH BAY VILLAGE REQUEST FOR PROPOSALS LANDSCAPE MAINTENANCE RFP NO. NBV 2012-01

Public Notice is hereby given that the City of North Bay Village, Florida is soliciting proposals from qualified companies to perform landscape maintenance of public lands/right-of-ways of the City of North Bay Village, Florida.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the City Clerk, City of North Bay Village, City Hall, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

A copy of the Bid Package may be obtained at the City Administrative Offices, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m. or by emailing [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com).

**Sealed Responses clearly labeled with the Bid title and number must be received by mail or hand delivered on or before JULY 2, 2012 no later than 2:00 p.m. local time at which time they will be publicly opened.** Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

A Mandatory Pre-proposal Meeting will be held at 10:00 a.m. on June 21, 2012 at 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141.

The City reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this bid at any time or take any other such actions that may be deemed in the best interest of the City, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the City.

Pursuant to Section 38.18 of the City Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the City's staff and elected officials pertaining to this bid are prohibited.

Yvonne P. Hamilton, CMC  
City Clerk

## SECTION 2 – DETAILED SPECIFICATIONS

1. **Scope of Services** The City of North Bay Village, Florida (the “City”) shall have a representative (the “City’s Representative”), and, unless otherwise specified, the City’s Representative shall be the primary contact for the City under the Contract. The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, materials, services, and all other necessary incidentals required to perform complete landscape maintenance of the City’s parks and public lands/right-of-ways of the City of North Bay Village (hereinafter called the “Work”), as detailed in this Section 2. Specifically, this contract addresses the following facilities: Dr. Paul Vogel Park (7920 West Dr, Exhibit “1”), Phillip J. Schonberger Park and Public Works Yard (1851 Galleon St, Exhibit “2”), 79th Street Causeway, Municipal Parking Lot (located between 1735 North Treasure Drive and 7557 Mutiny Avenue, Exhibit 3), Municipal Complex Lot (7903 East Drive, Exhibit “4”), all public right of way in North Bay Island, all public right of way in Treasure Island, all public right of way in Harbor Island and those public lands adjacent to the City for which the City has contractual maintenance obligations under existing agreements as specified in Exhibit 5, and as further described in these Detailed Specifications. Dr. Paul Vogel Park and Phillip J. Schonberger Park together are called “Parks”. The term “Sidewalk” or “Sidewalks” shall include all public sidewalks in the City, unless otherwise specified. The term “Curb and Gutters” shall include all public curb and gutters in the City, unless otherwise specified.

### A. **Management**

1. The Contractor shall designate a “City Maintenance Manager” who shall be responsible for all the Work to be performed by the Contractor under the Contract.
2. The Contractor, at a minimum, must be a member, in good standing, of one of the following organizations (related affiliations may be acceptable):
  - a. Florida Nurserymen & Growers Association (FNGA)
  - b. Florida Sod Growers Association (FSGA)
  - c. Tree Care Industry Association (TCIA)
  - d. International Society of Arboriculture (ISA)
  - e. Professional Lawncare Network (PLANET)
3. The City Maintenance Manager shall serve as the point of contact between the Contractor and the City.
4. The City Maintenance Manager shall be reachable seven (7) days per week, twenty-four hours a day.
5. The City Maintenance Manager must provide an overall annual maintenance schedule and monthly detailed maintenance schedules to the City in writing within

thirty (30) days of the execution of the Contract. All maintenance schedules must be approved by the City.

6. The City Maintenance Manager shall meet with the City's Representative on a weekly basis, at a mutually determined schedule, to discuss City-related matters, Work requests received and completed, and any Contract issues.
7. The City Maintenance Manager or any Contractor employee shall submit incident report forms, attached as Exhibit "6", when any noteworthy event occurs at the City, including but not limited to injuries, trespassing, equipment or other significant event.
8. The City Maintenance Manager must have current certifications as a Certified Landscape Professional (CLP) through the Professional Lawn Care Association of America (PLCAA) and/or hold similar current certifications and designations applicable to his or her duties.
9. The City Maintenance Manager must have a minimum of three (3) to five (5) years of Municipal landscape maintenance management experience and supervision. This includes knowledge of fertilization, irrigation, pest management, weed control, landscaping and horticulture. A CPCO, Certified Pest Control Operator license is preferable.
10. The Contractor must provide to the City a copy of the selected City Maintenance Manager's qualifications in writing. The selection of the City Maintenance Manager must be approved by the City's Representative.
11. Access control responsibilities for the City's parks are defined as follows: Two (2) copies of all required keys or code for combination locks will be furnished to the Contractor. Additional keys will be at the expense of the Contractor. Lost/stolen/misplaced keys will result in change of lock/key at the Contractor's expense. In the event the City switches keys or combinations, the City will provide two (2) copies of all required keys or code for combination locks.

**B. Staffing**

1. The Contractor shall provide a sufficient number of staff to complete the maintenance and support duties at the City as outlined below.
2. Any replacements in staff must be made within five business (5) days. No gaps in coverage will be tolerated.
3. The On-site Supervisor must be able to speak and understand English. Staff working together must be able to communicate with one another. Staff is encouraged to be bilingual.

4. Staff must be clean, groomed and in uniform while in the City.
5. Staff shall not smoke in the Parks, drugs and alcohol, or their use, is not permitted on City Property nor are personnel allowed on property while under the influence of such substances. Firearms or other weapons are strictly forbidden. Fighting or loud, disruptive behavior is not permitted.
6. The Contractor staff shall wear a uniform that meets the City's approval.
7. Staff shall not wear a City approved uniform or display City decals on the Contractor's vehicles to conduct non-City related business or personal matters while inside or outside the City's limits.
8. Staff training in Cardio Pulmonary Resuscitation (CPR) and/or Basic Life Support (BLS) is preferable.

**C. Litter Control / Hazardous Waste**

1. The Contractor shall retrieve and dispose of all litter and debris in the Parks and City right-of-ways on the days lawn maintenance is performed.
2. All litter and debris shall be removed from turf and shrub beds before mowing to avoid shredding and/or damage to persons or property by propelled rocks, cans, or other objects.
3. Should the Contractor have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes on City property, the Contractor shall not remove same from the premises, but shall have a duty to immediately notify the City Manager and the Public Works Director in writing.

**D. Facility Maintenance**

1. The Contractor shall clean the following facilities and their surrounding areas located in the Parks as per the approved monthly detailed maintenance schedule submitted by City Maintenance Manager, at least one (1) day per week:
  - a. Restroom building, picnic shelters, playground areas, tables, benches, dumpsters, playground equipment, trash receptacles, and all other structures.
2. Additional cleaning of all areas shall include, at least one (1) day per week:
  - a. Remove excess water so as to avoid puddles.

- b. Remove any gum from floors, seating areas, picnic tables, walkways, sidewalks, fixtures, and all other structures.
  - c. Empty all trash receptacles every scheduled work day, and clean with bleach when necessary to prevent odors.
  - d. Wipe down all counter tops, closet doors, window sills, handles and equipment with disinfectant in the following facilities and their surrounding areas:
    - i. Dr. Paul Vogel Community Park- restroom/storage building.
  - e. Wipe down all picnic tables and seats, picnic benches, water fountains, trash receptacles with disinfectant.
  - f. Clean bathroom floors and walls, with soap and water.
  - g. Remove all cobwebs and insect nests immediately upon discovery.
  - h. Wipe down any interior light fixtures.
3. All cleaning materials, soap and chemicals used shall be biodegradable, non-harmful to humans, animals and the environment and manufactured using organic, natural, non-toxic ingredients and botanical extracts.
  4. Trash and recycling receptacles shall be emptied, cleaned with bleach when necessary to prevent odors, and a new trash liner installed as needed, on the days facility maintenance is performed, at least one (1) day per week. Trash and recycling receptacle lids shall also be kept in a clean sanitary condition.
  5. Apply monthly pest control inside the Parks and Public Works Yard to the interior and exterior of the facilities and picnic shelters by a professional exterminator.
  6. Check and replace all light bulbs within the restroom building, walkway and parking lot lighting when needed, at least one (1) day per week.
  7. Wipe down all light fixtures, up-lights, entrance and monument signs bi-weekly.
  8. Clean, sanitize and polish all water fountain basins, at least one (1) day per week, and replace water fountain filters every six (6) months.
  9. Pressure clean the following areas twice (2) per year:
    - a. Parks- restroom building roof, floor (apply sealant once per year), trash receptacles, picnic benches and tables, picnic shelters, all walkways/sidewalks, light poles, plaza areas. (Exhibits 1 and 2)
    - b. All City sidewalks, curb and gutters, color concrete pedestrian crosswalks.
    - c. All entrance and monument signs.
    - d. All sound walls facing the Causeway along the North end of North Bay Island and along the South end of Harbor Island.
    - e. Municipal Parking lot. (Exhibits 3)

10. Parking bumpers shall be properly secured and aligned when necessary. Broken or damaged parking bumpers shall be reported to the City immediately upon discovery.
11. All signage within the Parks shall be kept clean, visible and upright at all times. Replace all signage when needed or when requested by the City Manager or Public Works Director to exactly match existing signage unless directed otherwise by the City Manager or Public Works Director.
12. Clean all grout in all facilities in the Parks four (4) times per year with a commercial grade grout cleaner.
13. Paint the inside and outside of the restrooms facility once per year with the paint selections designated by the City Manager. The paint selection shall remain the same for the first three (3) years unless otherwise designated by the City's Representative.
14. Contractor must have on hand additional paint to match existing color of the exterior and interior of all Parks facilities, picnic shelters, picnic benches and tables, fencing, entry signage, trash receptacles, playground equipment, and light poles for touch up jobs as directed by the City.
15. The Contractor shall repair picnic shelter canopies as directed by the City.

**E. Track and Sidewalk Maintenance**

1. The Contractor shall be responsible for routine maintenance of the exercise trail and sidewalks, at least one (1) day per week. This shall include the removal of all loose materials by sweeping or vacuuming and the removal of excess water from rainfall or irrigation as needed.
2. Contractor shall repair any potholes and trip hazards in the exercise trail and Parks sidewalks immediately upon discovery and shall secure the area with the appropriate barricade until complete.
3. Any grass or weed growth in sidewalks/walkways, exercise trail, curb and gutters, shall be sprayed with the appropriate chemicals or pulled by hand immediately upon discovery to eliminate it.

**F. Play Equipment Maintenance**

1. The Contractor shall be responsible for the cleaning, painting, upkeep and repair of play equipment at the Parks at least one (1) day per week. This will include touch up painting of each play piece; removal of dirt, mold and rust on a regular basis;

replenishment of safety surface on an annual basis; minor repairs of rubberized/turf play surfaces, and any other minor adjustment or repair that may be needed. This may include replacing broken swing seats, tightening clamps and pins, and all other routine maintenance to ensure that all play equipment is safe and operational.

2. The Contractor shall be responsible for cleaning all rubberized areas and shall maintain them free of sand, rocks, debris, etc, monitoring the condition of said material at least one (1) day per week.
3. The Contractor shall, at least one (1) day per week, rake and remove weeds, all leaves, sticks, twigs, litter or any foreign object found in the playground safety surface material.
4. The Contractor shall, at least one (1) day per week, wipe down all playground equipment and treat playground safety surfacing with a disinfectant. The disinfectant used shall be biodegradable, non-harmful to humans, animals and the environment and manufactured using organic, natural, non toxic ingredients and botanical extracts.
5. The Contractor shall also be responsible for identifying any major repairs that may be needed at the Parks, which are not contemplated herein, and shall inform the City's Representative immediately upon discovery.

**G. Turf Maintenance**

1. All areas shall be inspected at least one (1) day per week and any large stones, ruts, holes, or "bowled out" areas shall be removed and/or repaired immediately.

**H. Turf Mowing**

1. Mowing wet grass shall be avoided when possible.
2. All litter, debris, branches, sticks, and foreign objects to be removed from sod and shrub beds before mowing to avoid shredding and damage by propelled rocks, cans, or other objects.
3. Mowing will not be done when weather or other conditions will result in damaged turf.
4. Mower blades must be kept sharp so that the cut grass edge is clean and not torn or ragged.
5. Mowing patterns shall be changed frequently to avoid wear.

6. Mowing shall be performed in a manner that ensures a smooth surface appearance without scalping or leaving any missed uncut grass.
7. Grass clippings or debris caused by mowing will be removed from the adjacent walks, drives, gutters and curbs or surfaces on the same day as turf is mowed. Clippings, mulch or other plant debris must be prevented from entering water features, or drains. In the event that this occurs, the materials shall be removed immediately.
8. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs, light fixtures, electrical outlets or other facilities. Should any of the above listed damage occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
9. Use of weed eaters shall be limited to areas not reachable by a mower. Weeds when possible shall be pulled by hand or by chemical means immediately upon discovery to eliminate it, at least one (1) day per week.
10. Biweekly mowing schedules shall be submitted in writing to the City and approved by the City Manager.

**I. Edging and Clean-Up**

1. Contractor shall trim and properly edge all shrubs, hedges and flower beds as well as tree rings, curbs, walks, lighting, underneath benches and all other structures or obstacles in the landscape and remove clippings, during biweekly mowing.
2. Paved areas, or hard edges, shall be edged with respect to the turf type adjacent to the edging, during biweekly mowing.
3. Edging of beds and tree rings, or soft edging, shall be performed with respect to the turf type adjacent to the edging, during biweekly mowing.
4. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's expense.
5. All walks and other paved areas shall be vacuumed or swept off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time.
6. Landscape lighting shall be wiped off or vacuumed to prevent accumulation of clippings and dead insects, during biweekly mowing.

7. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edge is done, during biweekly mowing.
8. Mulch shall be applied/replenished in landscaping beds two (2) times annually. Mulch type and color shall be determined by the City.

**J. Shrubs and Tree Maintenance**

1. Shrubs, hedges, and ground cover material shall be pruned a minimum of twice per month to ensure the best shape, health and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, or other structures.
2. The Contactor shall straighten any leaning trees or plant material, if possible immediately upon discovery.
3. Prune, thin, and trim all trees at least twice a year, in March or April, and again in September or October, to keep the trees healthy, to maintain the natural character of the variety, to control shape to prevent crowding. Pruning shall consist of the removal of dead, broken, fungus infected, superfluous and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks.
4. Pruning will also be required from time to time to remove damaged branches from storms, frost, when blocking sight distances, or in response to any other kind of damage, hazard or obstruction. Contractor shall be responsible for removing any damaged or fallen trees, obstructions or any other dangerous condition as determined by the City Manager or City's Representative.
5. Cuts shall be made with sharp and proper tools. When cutting parts of branches, a living bud shall be left at the end of the stub. Cuts shall be made sufficiently close to parent stem so that the healing can readily start under normal conditions.
6. On trees known to be diseased, tools shall be disinfected after each cut and between trees. Prune only at time of season proper for the variety. Prune or trim at least twice each growing season to keep the natural shape of the individual plant.
7. Pruning shall include the following items:
  - Dead, dying or unsightly part of the tree;
  - Remove sucker growth from the base of trees in which an exposed trunk character is desired;
  - Branches that grow toward the center of the tree;

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- Crossed branches that may rub together;
  - "V" crotches if it does not ruin the appearance of the tree;
  - Multiple leader if the tree normally has a single stem;
  - Nuisance growth that interferes with view, traffic signage walks or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people;
  - Shape the top of small trees as needed; and
  - All branches, dead wood and cuttings shall be removed from the job site at the time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored at the Contractor's expense.
8. Contractor shall provide and apply mulch to all tree rings twice (2) annually. Mulch type and color shall be approved by the City.
  9. Tree maintenance must be under the direction or supervision of an ISA certified arborist. A tree maintenance schedule developed by an ISA certified arborist shall be provided to the City in writing.
  10. All Work shall be performed by workers trained in accordance with ANSI Z133.1 safety regulations as required by OSHA.
  11. The Contractor shall make an ISA certified arborist available for tree health inspections and tree maintenance recommendations when requested by the City.

**K. Fertilization**

1. The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test result, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed, twice annually during the spring and fall or as more specifically required in this Section.
2. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.
3. Contractor shall have the soil tested a minimum of one (1) time yearly at the Parks and on the South side of the North Bay Island sound wall to determine required additives, and more often if necessary to diagnose problem areas. Results of the tests shall be provided to the City in writing.
4. Shrubs & Ground Cover – The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water soluble organic source.

5. Trees & Palms – The fertilizer for all the planted trees shall meet proper horticultural standards acceptable in South Florida with an N, P, K ratio of 4:1:4 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the City's Representative.
6. Trees and palms shall be fertilized twice annually during the spring and fall, in the following amounts: one (1) pound of fertilizer per inch of tree diameter, but no more than eight (8) pounds of fertilizer per tree.
7. The Contractor shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of plant and the time of year this Work will be undertaken. The fertilization schedule shall be provided to the City Manager or City's Representative in writing not less than one (1) month prior to application.
8. Any trees damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the Contractor's expense. Changes in fertilization rates, methods and composition must be approved by the City's Representative in writing.
9. Bermuda Grass- Bermuda turf shall be fertilized sixteen (16) times per year at a rate of one (1) lb of N per 1000 square feet. The N, P, K, ratios shall vary with the time N, P, K ratios shall vary with the time of year of the application and the result of the soil analysis. The approximate N, P, K ratios should be:
  - Four (4) applications of a 4:1:2 ratio
  - Four (4) applications of a 4:1:7 ratio
  - Four (4) applications of a 2:1:1 ratio
  - Four (4) applications of a 3:1:3 ratio
10. Seashore Paspalum- Administer applications monthly in the amount listed below to achieve ½ lb Nitrate per month. These ratios shall vary with the time of year of the application and the result of the soil analysis.
  - 1:1:3 ratio
  - 2:1:3 ratio
  - 1:1:4 ratio

**L. Pest and Disease Management**

1. The Contractor shall control or eradicate infestations by chewing or sucking insects, whitefly, leaf miners, fire ants, grubs, chinch bugs and other pests and diseases, including fungus, by spraying affected plants, trees, shrubs, hedges, or ground cover with chemical sprays or injections and combinations of sprays and

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injections suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary.

2. The Contractor shall be fully licensed to spray and inject pesticides, and shall use sound practices standard in the industry that aid in preventing the presence or proliferation of insects and diseases. One (1) blanket application of insecticide in granular form shall also be included for all turf areas on an annual basis.
3. Insects in turf shall be controlled by both curative and preventative measures. Timing will be critical on mole cricket applications and frequencies of application will be as needed to successfully control their infestations. Nematode samples shall be taken in suspect areas and action shall be taken per the recommendation of the Institute of Food Agricultural Services lab results to control the populations. This lab report shall be submitted in writing to the City Manager for review immediately after it is received by the Contractor.
4. A written application schedule and detailed list of chemicals must be submitted to the City Manager or his/her designee.

**M. Application of Herbicides**

1. The Contractor shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation as needed at no additional expense to the City.
2. All applications shall be performed by persons holding a valid State of Florida herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and City regulations.
3. The Contractor shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Contractor's expense.
4. A written application schedule and detailed list of chemicals must be submitted to the City Manager or his/her designee.

**N. Fungicide**

Applications should not be needed if nitrogen levels are being properly monitored and water levels are being supervised. However, if fungus becomes a problem as determined by the City's Representative, the Contractor shall address the problem immediately with the City and a mutually agreeable application needs to be applied at the Contractor's expense.

**O. Turf Renovation and Replacement**

1. Renovations may be required if conditions warrant such a procedure; however, will only be made billable to the City if the Contractor can validate, in writing and by proving maintenance schedules to show all measure of turf preservation have been exhausted.
2. Conditions which warrant such renovations include areas thinned out or damaged turf resulting from natural burnout, traffic or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly.
3. Proper watering, fertilization and pest management will be critical during and after renovation. Any irrigation damaged because of turf renovation or replacement shall be repaired at the Contractor's expense. The Contractor is required to document, on a weekly basis, all measures taken to foster proper growth.
4. The Contractor shall notify the City in writing and include all necessary documentation of maintenance records for any major turf renovations needed prior to commencement.
5. Renovation methods like sprigging or sodding will need to be approved by the City Manager. Fumigation and other preventative measures for successful turf growth will need to be discussed and approved by the City.
6. The Contractor shall identify, report, and price (based on the price sheet listed in the Bid Proposal) to the City's Representative any sod renovation work that will be needed at the Parks. Prices shall be fully inclusive of all Work that will be needed for the renovation. This shall include but not be limited to sod removal, clean up, proper disposal of old sod and debris, preparation of grounds for installation, treatment of soil for weeds, sod installation, and maintenance during grow in period of thirty (30) days. The City Manager shall authorize all work orders for sod renovations prior to commencement of the Work described herein.
7. The Contractor shall provide all turf warranty information and turf certification documentation to the City.

**P. Irrigation**

1. The Contractor shall be responsible for the operation and maintenance of the irrigation systems in the City parks and public lands/right-of-ways and facilities as identified in the Scope of Services, and for setting and adjusting the time clocks and rain sensors to ensure proper watering of all plant material and turf in the landscape.

2. The Contractor shall be responsible for the labor, materials and supervision to make all irrigation repairs to the lateral lines, risers, sprinkler heads, timers, sensors and all other repairs required to keep the system operating.
3. Any turf renovation/installation under 900 square feet of replacement area resulting from an irrigation repair shall be covered by the Contractor
4. Prior to the commencement of the Contract, the Contractor shall schedule a date with the City Manager or his/her designee to inspect the irrigation system and report existing damage or incorrect operation and coverage to the Public Works Director in writing. The report shall be submitted no later than seven (7) calendar days prior to the commencement of the Contract. The Contractor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.
5. Time clocks and rain sensors shall be checked at least once every two (2) weeks or more as may be required.
6. Rust inhibitor chemicals must be added to the irrigation system as directed by the product label and the City's Representative.
7. The Contractor shall, at least once per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes, rain sensors and controllers as needed. A written monthly irrigation system report of all deficiencies and repairs needed shall be provided to the City.
8. Any equipment damaged by the Contractor's operation shall be replaced with equal or superior equipment from the same manufacturer unless otherwise approved by the City Manager.
9. The irrigation systems shall be capable of providing water to all turf and shrub beds with quantities and frequencies needed to provide a uniform lush green landscape appearance. The system shall be adjusted for the various seasonal requirements of the plant materials in the landscape or when water restrictions are imposed. Where practical, watering should be done at night or early morning if the system is automatic, unless notified otherwise by the City's Representative.
10. The Contractor shall be required to make all repairs within a minimum 24 hours time period or sooner as directed by the City's Representative. If Contractor determines that a repair would take longer than 24 hours to complete, a timetable for completion must be presented to the City for approval in writing.
11. Any form of damage to the irrigation system must be reported to the City Manager immediately upon discovery.

12. Irrigation as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health.
13. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the Contractor. Close monitoring of the landscaping inside the Treasure Island Bulb Outs and the landscaping inside the ceramic pots on the flat bridge between Treasure Island and North Bay Island must be performed since no irrigation systems exist.
14. A written irrigation schedule shall be provided by the Contractor to the City for approval.
15. The Contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be responsibility of the Contractor.
16. Any personnel making repairs or adjustments to the system, regardless of how minor, shall be under the direction or supervision of a certified irrigation landscape manager or an irrigation auditor or have comparable certifications. Copies of these certifications need to be provided to the City Manager or his/her designee and kept current.
17. The Contractor shall provide all warranty information and associated documentation for any irrigation materials, pumps, all irrigation heads, lines, valves, valve boxes, rain sensors and controllers installed by the Contractor to the City.
18. The Contractor shall be responsible for adhering to any water restrictions imposed by the South Florida Water Management District or other appropriate government agency. Any violations and the cost for any associated fines or other remedial actions for failure to adhere to such restrictions shall be the responsibility of the Contractor.

**Q. TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTH BAY VILLAGE**

1. The Contractor shall adhere to the terms and conditions of the *Turf And Landscape Maintenance Joint Participation Agreement Between The Florida Department Of Transportation And The City of North Bay Village*, attached as Exhibit "5".

**R. Emergency Services**

1. During non-business hours, the Contractor shall be responsible for responding to emergency calls by the City Manager or his designee within two (2) hours of notice

by the City. These emergencies shall also include fallen trees, dangerous items found at the Parks, City property and right-of-way, or any other conditions which the City Manager or his designee, determine need immediate action.

2. Hurricane/Natural Disaster preparation services shall be included as part of the Contract and shall be in accordance to the City's Hurricane Manual. The manual may be changed in the sole discretion of the City Manager as needed.
3. Landscaping emergencies that occur within business hours shall be included in the base bid amount, while landscaping emergencies that occur during non-business shall be bid separately. Non-landscaping emergencies such as plumbing and electrical services shall be bid separately by Contractor.
4. The Contractor shall identify, report and price (based on the hourly rate sheet listed in the Bid Proposal) to the City's Representative any emergency work that will be needed at the Parks, City property and right-of-way, including emergency services for natural disasters. Prices shall be fully inclusive of all work that will be needed. The City Manager shall authorize all work orders for emergency services prior to commencement of the Work described herein

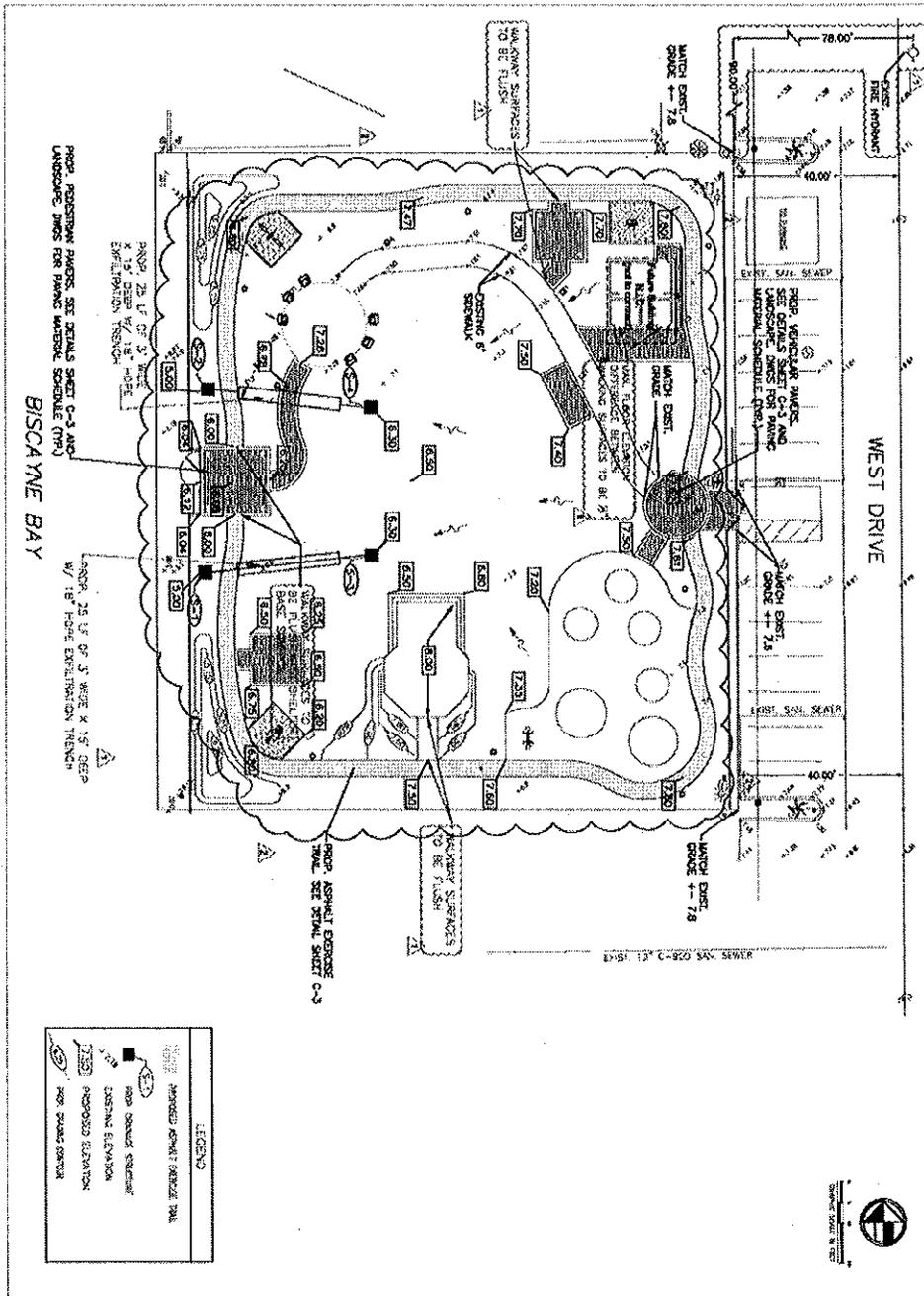
**S. Additional Services**

1. All projects, not already covered in the Contract shall be at the expense of the City, and shall only be performed with the approval of the City Manager.
2. The Contractor shall identify, report and price (based on the hourly rate listed in the Bid Proposal) to the City's Representative any electrical, plumbing, roofing, painting or other repair work that is needed at the Parks, City property and right-of-way, that is outside of the Detailed Specifications. Once reported to the City's Representative, Contractor shall be responsible for all maintenance described herein, at the direction of the City's Representative. The City Manager shall authorize all work orders prior to commencement of the Work described herein.
3. Any Work the vendor feels needs to be reimbursed by the City must be discussed and approved by the City Manager prior to the Work being performed.

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EXHIBIT "1"

DR. PAUL VOGEL COMMUNITY PARK, 7920 WEST DR.



LEGEND

	PROPOSED ASPHALT EXPOSURE
	PROPOSED ELEVATION
	PROPOSED SEWER

C-2

PAVING, GRADING & DRAINAGE

Dr. Paul Vogel  
Community Park  
CITY OF MIAMI



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**EXHIBIT "2"**

**PHILLIP J. SCHONBERGER PARK & PUBLIC WORKS YARD,  
1851 GALLEON ST.**



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**EXHIBIT "3"**

**MUNICIPAL PARKING LOT,  
LOCATED BETWEEN 1735 NORTH TREASURE DR AND 7557 MUTINY AVE.**



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**EXHIBIT "4"**

**MUNICIPAL COMPLEX LOT,  
7903 EAST DR.**



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**EXHIBIT "5"**

**TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT  
BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY  
OF NORTH BAY VILLAGE.**

**[NEXT 13 PAGES]**

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**TURF AND LANDSCAPE MAINTENANCE  
JOINT PARTICIPATION AGREEMENT  
BETWEEN THE  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY OF NORTH BAY VILLAGE**

This Agreement, is made and entered into this 30<sup>th</sup> day of September, 2011, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of North Bay Village, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'CITY'.

**RECITALS:**

**WHEREAS**, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 934/Kennedy Causeway corridor in the CITY; and

**WHEREAS**, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway System within the corporate limits of the CITY; and

**WHEREAS**, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

**WHEREAS**, the CITY recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

**WHEREAS**, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 252473-2-78-01, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes (F.S.);

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## 1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

## 2. GENERAL REQUIREMENTS

- a. The CITY shall submit this Agreement to its CITY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of North Bay Village's Resolution', and is herein incorporated by reference.
- b. The CITY:
  - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of this Agreement; and
  - ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- c. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- d. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- e. The CITY shall be responsible for performing the required maintenance with a minimum frequency of twelve (12) times per year.
- f. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- g. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax, of the state road(s) and the day(s) in which the CITY will be working. The fax shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197.
- h. The CITY shall not be responsible for the clean-up, removal and disposal of

debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.

- i. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

### 3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed FIVE THOUSAND TWO HUNDRED NINETY FOUR DOLLARS AND THREE CENTS (\$5,294.03), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.
- c. The CITY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:
  - i. Mowing Small Machine
  - ii. Edging & Sweeping
  - iii. Landscape Maintenance
  - iv. Litter Removal
- d. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- f. Travel costs will not be reimbursed.
- g. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5)

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working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

- h. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- i. A Vendor Ombudsman has been established within the Department of Financial Services. The Duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.
- j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- k. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year."

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1. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

#### 4. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:** Florida Department of Transportation  
1000 NW 111<sup>th</sup> Avenue, Room 6205  
Miami, FL 33172-5800  
Attention: District Maintenance Engineer

**To CITY:** City of North Bay Village  
1700 Kennedy Causeway, Suite 132  
North Bay Village, FL 33141  
Attention: Robert Daniels, Interim City Manager

#### 5. INVOICING

- a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. All costs charged to the PROJECT, including any approved services contributed by the CITY or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.
  - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, no payment will be prorated for the quarter in which termination occurs.

#### 6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the CITY is not accomplishing its

responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or
- b. Terminate this Agreement.

#### 7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

#### 8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with Section 287.058(1)(c), F.S., the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

#### 9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF NORTH BAY VILLAGE:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: [Signature]  
CITY MAYOR

BY: [Signature]  
DISTRICT SECRETARY

ATTEST: [Signature]  
(SEAL) CITY CLERK

ATTEST: [Signature]  
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

[Signature]  
CITY ATTORNEY

[Signature]  
DISTRICT CHIEF COUNSEL

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**Exhibit "A"**  
**Maintenance Responsibilities**

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 934/Kennedy Causeway, as described below:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program". Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- c. Remove and properly dispose of litter from roadside and median strips.
- d. Remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety.
- e. All work by the CITY shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".

**FDOT Financial Project Number: 252473-2-78-01**

**County: Miami-Dade**

**FDOT Project Manager: Guy Gladson, P.E. 305-640-7197**

**CITY Project Manager: Robert Daniels, Interim City Manager**

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**Exhibit "B"**  
**Project Limits & Financial Summary**

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

934	Kennedy Causeway	Intercoastal Waterway	West City Limits
934	Kennedy Causeway	West City Limits	East City Limits

Item Description	Quantity (AC)	Rate	Total	Rate	Total
Mowing Small Machine (E104 4 3)	0.301	12	3.61	\$ 245.00	\$ 886.20
Edging & Sweeping (E 110 32 1)	0.24	12	2.88	\$ 323.25	\$ 93.58
Landscape Maintenance (E580 3 2)	0.105	12	1.26	\$ 449.49	\$ 56.24
Litter Removal (E110 30)	0.406	24	9.74	\$ 299.00	\$ 291.28

**TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$ 5,294.03**

2E(32)

**Exhibit "B"**  
**Project Limits & Financial Summary**

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

<b>934</b>	<b>Kennedy Causeway</b>	<b>Intercoastal Waterway</b>	<b>West City Limits</b>
<b>934</b>	<b>Kennedy Causeway</b>	<b>West City Limits</b>	<b>East City Limits</b>

Item	Quantity	Unit	Rate	Amount
Mowing Small Machine (E104 4 3)	0.301	12	3.81	\$ 245.00
Edging & Sweeping (E 110 32 1)	0.24	12	2.88	\$ 323.25
Landscape Maintenance (E580 3 2)	0.105	12	1.26	\$ 449.49
Litter Removal (E110 30)	0.406	24	9.74	\$ 299.00

**TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT:      \$ 5,294.03**

2E(32)

**Exhibit "C"**  
**City of North Bay Village's Resolution**

To be herein incorporated once approved by the CITY Commission.

2E(33)

**RESOLUTION NO. 2011-39**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, the City has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79<sup>th</sup> Street Causeway, from the Intracoastal Waterway as boundary on the west to the eastern city limits; and

**WHEREAS**, the City and the Department of Transportation wish to enter into a new agreement for a period of one year effective October 1, 2011 through September 30, 2012 for continued maintenance of the turf and landscaped areas; and

**WHEREAS**, Florida Department of Transportation agrees to compensate the City in an annual amount of Five Thousand Two Hundred Ninety-Four Dollars and Three Cents (\$5,294.03) to be paid on a quarterly basis for the City's performance of maintaining the turf and landscaped areas on the 79<sup>th</sup> Street Causeway.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

**Section 2. Approval Agreement.** The Agreement between the City of North Bay Village and the Florida Department of Transportation for turf and landscape maintenance is hereby approved, a copy of which is attached hereto as Exhibit 1.

**Section 3. Authorization of City Officials.** The City Manager is authorized to take all actions necessary to implement the terms and conditions of the agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

**Section 4. Execution of Agreement.** The City Manager is authorized to execute the agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

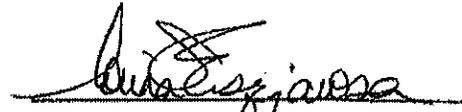
**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

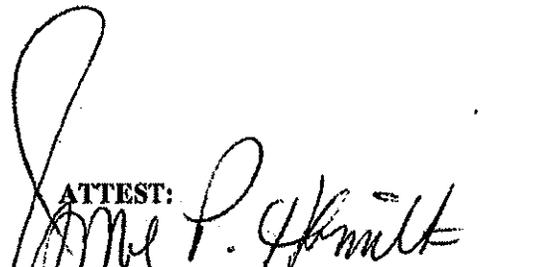
The motion to adopt the foregoing Resolution was offered by Mayor Corina S. Esquijarosa, seconded by Vice Mayor Connie Leon-Kreps.

**FINAL VOTE AT ADOPTION:**

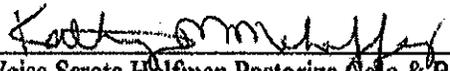
Mayor Corina S. Esquijarosa	<u>Yes</u>
Vice Mayor Connie Leon-Kreps	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>
Commissioner Frank Rodriguez	<u>Yes</u>
Commissioner Paul Vogel	<u>Absent</u>

**PASSED AND ADOPTED** this 20th day of September, 2011.

  
Corina S. Esquijarosa, Mayor

**ATTEST:**  
  
Yvonne P. Hamilton, CMC  
City Clerk

**APPROVED AS TO FORM FOR THE USE OF  
THE CITY OF NORTH BAY VILLAGE:**

  
\_\_\_\_\_  
Weiss Scrota Helfin Pastora Cole & Boniske, P.L.  
City Attorney

City of North Bay Village Resolution: Florida Department of Transportation Turf and Landscape Agreement/2011-2012

**EXHIBIT "6"**

**INCIDENT REPORT FORM**

**CITY OF NORTH BAY VILLAGE**

**Public Works Department**

1700 Kennedy Causeway, Suite 132

North Bay Village, Florida 33141

305-756-7171 Fax: 305-756-7722

**Incident Report**

**Today's Date:**

**Time:**

**Name:**

**Address:**

**Phone Number(s):**

**Date & Time of Incident:**

**Location of Incident:**

**Description of Incident:**

(Be as detailed as possible with descriptions and attach pictures, if applicable)

•

**Action Taken:**

---

---

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

**Staff Member:** \_\_\_\_\_

**EXHIBIT "7"**



**BATHROOM INSPECTION FORM**

**City of North Bay Village  
Public Works Department  
Bathroom Cleaning Checklist**

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

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

**If the bathroom is not in compliance, our staff will make necessary corrections. Initials of staff, date and time checked will be placed in the appropriate boxes. If you have any concerns with our restrooms, please contact us at 305-558-0382.**

The following items must be checked every scheduled work day And more frequently as needed			4. Tissue is available (toilet & facial) 5. Paper towels are available 6. Trash emptied 7. Plumbing and fixtures are clean and working 8. Partitions/Walls are graffiti free and clean 9. Other Issues		
1. Approved liquid soap is available 2. Area/floors are clean and odor free 3. Lights are working					
	Time	Clean	If not in compliance, list # from the above list	Initials	COMMENTS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

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## 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 may be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

### 3.2 Taxes

The Proposer shall not be entitled to the City's tax exempt benefits.

### 3.3 Additional Terms and Conditions/Exceptions

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

### 3.4 Interpretations and Inquiries

All Proposers 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 requested in writing, via email or fax, and received by the City no later than 5:00 PM, local time, on **June 25, 2012**. Responses will be made by **June 27, 2012**. Written inquiries shall be sent with the subject line "Landscape Maintenance, RFP No. NBV 2012-01" to:

Yvonne Hamilton, City Clerk  
City of North Bay Village  
1700 Kennedy Causeway, Suite 132  
North Bay Village, Florida 33141  
Fax: (305) 756-7722  
Email: [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com)

Submission of a Proposal shall serve as prima facie evidence that the Proposer 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 shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the City to all Proposers 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 Proposers 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 submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Proposer.

### **3.6 No Contingent Fees**

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, 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 Proposer, 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 provided in Section 6 of this RFP, the Proposer 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 Proposer 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 No Collusion**

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 Proposer 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 Proposer 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 Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the City. Failure to do so may result in the Proposal being disqualified, at the City Manager's sole discretion.

### **3.10 Legal Requirements**

Proposers 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 Proposer 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 Proposer 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 Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the City in writing.

### **3.12 Advertising**

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

### **3.13 Award of Agreement**

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

### **3.14 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 Proposer(s). Following ranking of the most qualified Proposers and selection by the City Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Agreement, deliver to the City a fully executed Agreement and all requested certificates of insurance. The final Agreement shall be subject to the approval of the City Manager in his or her sole discretion, and approved as to form and legality by the City Attorney. The order of precedence will be the Agreement, the RFP Documents, the Proposer'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. Venue shall be proper exclusively in Miami-Dade County, Florida.

**3.15 Facilities**

The City Manager or designee reserves the right to inspect each Proposer'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.

**3.16 Withdrawal or Revision of Proposal Prior to and After Opening**

A Proposer may withdraw its Proposal at any date and time prior to the time the Proposals are scheduled to be opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

**3.17 City's Exclusive Rights**

The City Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the City.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Agreement arises until the City Commission approves an Agreement with the selected Proposer.

**3.18 Addenda**

The City reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer 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 Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the City.

**3.19 Review of the RFP Documents**

By the submission of a Proposal to do the Services, 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.

**3.20 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.

**3.21 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.

**3.22 Subcontracting**

No subcontracting shall be permitted, except with the prior approval of the City Manager, which shall be in his or her 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 the Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager, subject to his or her approval.

**3.23 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 Proposal 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 RFP.

**3.24 Non-Collusion Affidavit**

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

## SECTION 4 – PROPOSAL PROCESS

### 4.1 Mandatory Pre-proposal Meeting

A mandatory pre-proposal meeting will be held on **June 21, 2012, at 10:00 a.m. local time**, or at such other scheduled time as determined and noticed by the City, at the **City Hall Office, 1700 Kennedy Causeway, North Bay Village, Florida 33141**.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL MEETING SHALL DISQUALIFY ANY PROSPECTIVE PROPOSER FROM SUBMISSION OF A PROPOSAL.**

At the mandatory 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 seven (7) business days prior to the mandatory 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 mandatory pre-proposal meeting, the City may prepare written documentation to answer questions which were addressed at the mandatory 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.

#### 4.2.1 Number of Proposals

One (1) original unbound Proposal and Six (6) complete copies of the Proposal, and one (1) CD ROM, and, are required to be submitted to the City by the date and time indicated above. Each copy shall contain all mandatory information submitted by the Proposer. Additional copies may be requested by the City at its discretion. **The sealed Proposal shall contain one (1) original and six (6) copies and one (1) CD ROM, and is required to be submitted to the City by the date and time indicated in Section 4.3.** Proposal security in the form of a bid bond or certified check made payable to the City of North Bay Village in the amount of \$15,000.00 will be required to be submitted with the Proposal package in a separate marked envelope.

#### 4.2.2 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. 2012-01, "North Bay Village Landscape Maintenance", Proposer's name, address and the name and telephone number of the Proposer's specific contact person.

### 4.2.3 Signatures

4.2.3.1 All required signatures should 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 the Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will deem the Proposal non-responsive, disqualify the Proposer, and the Proposal will not be considered.

4.2.3.2 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.

4.2.3.3 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.

### 4.2.4 Proposal Format

4.2.4.1 The Proposal should be typewritten on both sides of 8 ½ x 11 inch white paper. Pages should be secured by staple, cerlox binding or similar closures. Proposals should be organized in chapters according to Table 4.2.4. Chapters should be separated by a tab indicating the chapter number.

4.2.4.2 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.

4.2.4.3 Responses should 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

Table 4.2.4 – Proposal Format

<b>Proposal</b>	
Chapter 1	Letter of Intent
Chapter 2	BID/Proposal Form
Chapter 3	Proposer's Statement of Organization
Chapter 4	Personnel
Chapter 5	Experience
Chapter 6	Financial Stability
Chapter 7	Litigation History
Chapter 8	Proposal Security (Bid Bond / Certified Check)
Chapter 9	Insurance Requirement
Chapter 10	Criminal Convictions
Chapter 11	Proposer's Non-Collusion Certification
Chapter 12	Drug-free Workplace
Chapter 13	Addendums
Chapter 14	Independence Affidavit
Chapter 15	Methodology/Approach to Providing Services
Chapter 16	Certification to Accuracy of Proposal

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

All Proposals shall be submitted on or before **2:00 PM**, local time, on **JULY 2, 2012** to:

Office of the City Clerk  
City of North Bay Village  
1700 Kennedy Causeway, Suite 132  
North Bay Village, Florida 33141

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All Proposers are reminded that it is the sole responsibility of the Proposer to ensure that their Proposal is time stamped in the OFFICE OF THE CITY CLERK prior to **2:00 PM, local time, on JULY 2, 2012**. Failure of a Proposer to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

Proposals submitted and time stamped on or before **2:00 PM, local time, on JULY 2, 2012** shall be opened publicly in accordance with Section 4.5.

#### **4.3 Selection Committee**

Proposals submitted will be evaluated by a selection committee chosen in the sole discretion of the City Manager (the "Selection Committee"), who will review submissions and provide a recommendation to the City Manager who shall provide a recommendation to the City Commission.

#### **4.4 Sealed Proposal**

The Sealed Proposals will be publicly opened at 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141, at **2:15 PM, local time, JULY 2, 2012**. The Selection Committee shall meet to initially examine the documentation submitted in the Proposal to determine the responsiveness and responsibility of each Proposer. Proposers shall provide the following information in the Proposal:

##### **4.4.1 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 one hundred twenty (120) calendar days is required.

##### **4.4.2 BID/Proposal Form**

Proposers shall carefully provide, in the format requested, all of the information requested in Form 1 attached hereto, for North Bay Village Landscape Maintenance ("NBVLM").

##### **4.4.3 Proposer's Statement of Organization**

Proposers shall complete Form 2. Proposers are permitted to supply additional information that will assist the City in understanding the Proposer's organization.

##### **4.4.4 Personnel**

Proposers shall demonstrate significant personnel experience. All personnel performing services under the Contract shall have at least three (3) years experience in their respective disciplines. Proposers shall carefully provide, in the format requested, all of the information requested in Form 3.

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#### 4.4.5 Experience

Proposer shall have a minimum of three (3) years of successful experience in providing Municipal Landscaping Maintenance Services. A summary of all of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the governmental entity, address, description of services, dates of service, rates and fees and a contact/reference person with phone number. Proposers shall provide references for all jobs summarized using Form 4 provided in Section 6.

#### 4.4.6 Financial Stability

Proposers shall demonstrate financial stability. Proposers shall provide a statement of the Proposer's financial stability not to exceed one (1) page in length.

#### 4.4.7 Litigation History

Proposers shall provide a summary of any litigation or arbitration that the Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). 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 Proposer it determines to be excessively litigious or which is in litigation with the City.

#### 4.4.8 Proposal Security

Each Proposal shall be accompanied by Proposal security in the amount of Fifteen Thousand Dollars (\$15,000.00), pledging that the Proposer shall proceed with the continued development of its Proposal and, if the Proposer is selected, to enter into a Contract with the City. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in Section 7 of this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the City as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security **shall be deemed non-responsive and will not be considered**. The Proposal security in the form of a cashier's check shall be drawn on a U.S. Bank, in (\$) U.S. dollars, payable to the City. The City shall have the right to retain the Proposal security of Proposers from whom an award of the Contract is being considered until either (1) the Contract has been executed and bonds have been furnished, or (2) the specified time has elapsed so that Proposals may be withdrawn, or (3) the Proposer's submitted Proposal has been determined to be non-responsive or disqualified by the City Manager, or (4) all Proposals have been rejected. Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Contract. Proposal securities will be returned to unsuccessful Proposers within fifteen (15) days following notice of award of bid to the qualified Proposer or of the rejection of all Proposals. Proposal security for the awarded Proposer will be upon the execution of the Contract.

**4.4.9 Insurance Requirement**

Proposer shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that Proposer is able to obtain the required insurance.

**4.4.10 Criminal Convictions**

The City may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

**4.4.11 Proposer's Non-Collusion Certification**

Any Proposer submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of Proposer (Form 5) included in Section 6 of these RFP documents.

**4.4.12 Drug-Free Workplace**

Proposer 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 6), shall be submitted with the RFP response.

**4.4.13 Addenda**

The Proposer shall complete and sign the Acknowledgment of Addenda Form 7 in Section 6 and include it in the Proposal in order to have the Proposal considered. In the event any Proposer 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.

**4.4.14 Independence Affidavit**

Proposers shall list and describe their relationships with the City in accordance with Section 3.7 of the RFP (Form 8).

**4.4.15 Methodology/Approach to Providing Services**

Proposer shall include with its Proposal a brief description and synopsis, including sample overall annual maintenance schedules and monthly detailed maintenance schedules or maintenance plans, detailing its methodology and approach to providing the Scope of Services as described in Section 2 of this RFP.

**4.4.16 Certification to Accuracy of Proposal**

2E(49)

Proposer shall certify and attest, by executing Form 9 of Section 6 of these RFP documents, 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 Proposer 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.

#### **4.5 Qualification Evaluation**

**4.5.1** Proposals submitted will be evaluated by a selection committee chosen in the sole discretion of the City Manager (the "Selection Committee"), who will review submissions and provide a recommendation to the City Manager who shall provide a recommendation to the City Commission.

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

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

**4.5.4** The Selection Committee may make such investigations as it deems necessary to determine the ability of the Proposer to perform the Services and the Proposer shall furnish the City all such information as the Selection Committee or City Manager may request before and during the Proposal period. The Selection Committee will also evaluate Proposer professional references, company resources, including personnel and equipment, ability to respond to request, including missed commitments, response time, emergencies, cost of services, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance. The Selection Committee reserves the right to make additional inquiries, interview some or all Proposers, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all Proposers. The Selection Committee or the City Manager may request oral presentations from the Proposers.

**4.5.5** The City Manager reserves the right to reject any and all Proposals and to waive minor irregularities in the Proposal. The award of this RFP is non-exclusive and the City may, at the City's sole option, award the Agreement to more than one (1) Proposer or not at all. The City further reserves the right to seek new Proposals when it is in the best interest of the City to do so and to re-advertise this RFP.

#### **4.6 Evaluation**

**4.6.1** Each member of the Selection Committee shall evaluate and rank each Proposal. The full Selection Committee will then convene to interview, review and discuss these evaluations and rank the firms as a group.

**4.6.2** Proposals shall be evaluated and ranked based on, among additional factors, the following:

1. Technical Expertise / Qualifications in the industry (Total up to 25%)
2. Experience (Total up to 30%)
3. Methodology/Approach to Providing Services (Total up to 10%)
4. Proposed Pricing (Total up to 35%)

The Proposal ranked one (1), will be recommended by the Selection Committee to the City Manager. The City Manager shall review and make a recommendation to the City Commission for award of the Agreement. In the event of a tie, the recommendation of the City Manger shall control. The City Commission will consider the selection of a firm based upon the recommendation of the City Manager.

At the option of the City Commission, the City Manager shall attempt to negotiate an Agreement with the most qualified proposer at compensation, which is fair, competitive and reasonable. If the City Manager is unable to negotiate a satisfactory Agreement with the highest ranked proposer, negotiations with that Proposer shall be terminated and the City Manager shall attempt to negotiate an Agreement with the next highest ranked qualified proposer and so on. If the City Manager is not successful in negotiating a satisfactory Agreement with any of the proposers deemed to be qualified, the City Manager shall select additional proposers in order of their qualifications and continue negotiations until an Agreement is reached. If no Agreement can be reached, the City Manager may reject all proposals and may re-advertise for new proposals.

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## SECTION 5 – CONE OF SILENCE

### 5.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV 2012-01 is subject to the "Cone of Silence" in accordance with Section 38.18 of the City of North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

#### **§ 38.18 - Cone of Silence.**

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

- a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the City Manager and his or her staff;
- b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or City Commissioners and any member of the city's professional staff including, but not limited to, the City Manager and his or her staff;
- c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- d. any communication regarding a particular RFP, RFQ or bid between the Mayor, City Commissioners and any member of the selection committee;
- e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or City Commissioners; and
- f. any communication regarding a particular RFP, RFQ or bid between any member of the city's professional staff and any member of the selection committee. The City Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the City Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the City Manager with the City Clerk and be included in any recommendation memorandum submitted by the City Manager to the City Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the City Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the City Manager or his or her designee shall provide for public notice of the Cone of Silence. The City Manager shall issue a written notice to the affected departments, file a copy of the notice with the City Clerk, with a copy to the Mayor and each City Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the city's professional staff including, but not limited to, the City Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the City Manager makes his or her written recommendation to the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the City Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the City Commission during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to

any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a city employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

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## **SECTION 6 – 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  
 BID PROPOSAL NORTH BAY VILLAGE LANDSCAPE MAINTENANCE**

The following Bid Proposal is presented to assist the City in evaluating the Proposals. The Total Base Bid Amount will include all items described in the Section 2 for North Bay Village Landscape Maintenance of the Bid Documents (Detailed Specifications). Any additional services that are not included in the Contract shall be performed at the request of the City Manager. Payment shall be made on the basis of Work actually performed and completed.

**TOTAL BASE BID AMOUNT** \$ \_\_\_\_\_  
 (To include the initial three (3) year period, to be paid in 36 equal monthly installments.)

**BID AMOUNT YEAR 1** \$ \_\_\_\_\_

**BID AMOUNT YEAR 2** \$ \_\_\_\_\_

**BID AMOUNT YEAR 3** \$ \_\_\_\_\_

**Cost for Optional Years 4 and 5** \$ \_\_\_\_\_ per year

**SOD REPLACEMENT/INSTALLATION** All prices are fully inclusive per section O of the detailed specifications.)

- (a) Bermuda grass-419 Sod (per pallet) =\$ \_\_\_\_\_
- (b) Seashore Paspalum Sod (per pallet) =\$ \_\_\_\_\_
- (c) St. Augustine Sod (per pallet) =\$ \_\_\_\_\_
- (d) Zoysiagrass Sod (per pallet) =\$ \_\_\_\_\_
- (e) Bahia grass Sod (per pallet) =\$ \_\_\_\_\_
- (f) Seasonal Color (each) =\$ \_\_\_\_\_
- (g) Cypress Mulch (per cubic yards) =\$ \_\_\_\_\_

**EMERGENCY SERVICES** (per hourly basis) \$ [Please attach price sheet for emergency service staff, vehicles, and equipment (during non-business hours).]

**ADDITIONAL IRRIGATION INSTALLATION** \$ [Please attach price sheet for material and labor costs.]

**DECORATIVE PLANT/ADDITIONAL TREE INSTALLATION** \$[Please attach price sheet for available plant material and labor costs.]

2E(56)

**Taxpayer Identification Number:** \_\_\_\_\_

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

(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title)

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2E(57)

**FORM 2**  
**PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

\_\_\_\_\_

Principal Business Address:

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

2. Principal Contact Person(s):

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

3. Form of Business Concern (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 Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

5. List all firms participating in this project (including subcontractors, etc.):

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

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6. Outline specific areas of responsibility for each firm listed in Question 5.

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

7. Licenses:

a. County or Municipal Occupational License No.

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

b. Occupational License Classification:

\_\_\_\_\_

c. Occupational License Expiration Date:

\_\_\_\_\_

d. Social Security or Federal I.D. No:

\_\_\_\_\_

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

2E(59)

**FORM 3  
PERSONNEL**

For each person 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 Proposer.

---

- A. Name & Title
- B. Years of Experience with:
  - This Firm:
  - With Other Similar Firms:
- C. Education:
  - Degree(s)
  - Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

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2E(60)

**FORM 4  
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

2. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

3. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

4. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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**FORM 4  
REFERENCES  
(CONTINUED)**

5. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

6. Name of Public Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
Year Contract Initiated: \_\_\_\_\_

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

2E(62)

**FORM 5  
NON-COLLUSION AFFIDAVIT**

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer 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 Proposer 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 Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract 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 Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of North Bay Village, Florida, or any person interested in the proposed Contract; and
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)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

2E(63)

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally            appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

My Commission Expires:

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

2E(64)

**FORM 6  
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 workplace, 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 consideration 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 consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make 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 firm complies fully with the above requirements.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

2E(65)

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally \_\_\_\_\_ appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

My Commission Expires:

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

2E(66)

**FORM 7  
ACKNOWLEDGMENT OF ADDENDA**

The Proposer 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 Proposer 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]**

2E(67)

**FORM 8  
INDEPENDENCE AFFIDAVIT**

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
  
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer 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 Proposer agrees and understands that Proposer shall give the City written notice of any other relationships professional, financial or otherwise that Proposer 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 Contract.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally            appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

My Commission Expires:

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

2E(69)

**FORM 9**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, 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 PROPOSER 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 PROPOSER 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]**

2E(70)

**FORM 9  
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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

My Commission Expires:

2E(71)

## **SECTION 7- CONTRACT**

The Contract located in this Section 7 of the RFP for City of North Bay Village Landscape Maintenance within the City is substantially the form that will be utilized, subject to approval by the City Manager and the City Attorney. The City reserves the right to award or not to award the Contract in the best interests of the City.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**SECTION 7  
SAMPLE CONTRACT**

THIS CONTRACT (this "Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of North Bay Village, Florida, (hereinafter called the "City") and \_\_\_\_\_, a Florida corporation (hereinafter called the "Contractor") located at \_\_\_\_\_.

The City and Contractor mutually agree as follows:

1. **SCOPE OF WORK-** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications, see Section 2 of this RFP.
  
2. **COMPENSATION/PAYMENT-**
  - 2.1 Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
  - 2.2 The City shall make payment on said invoices of approved amounts due, which are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.
  - 2.3 Any and all additional services outside of the Detailed Specifications as defined in Exhibit "A" and performed by the Contractor, shall be at the sole discretion of the City Manager and shall be paid pursuant to the terms and conditions of this Contract.
  - 2.4 Failure to perform any of the Detailed Specifications under this Contract shall result in a Performance Penalty (the "Performance Penalty"). The Performance Penalty shall be assessed on a daily basis until the situation necessitating the Performance Penalty has been remedied or cured. The assessed rate of the Performance Penalty shall be determined by the following formula: the yearly contract rate divided by three hundred sixty (360) divided by one half (1/2). Notification of the Performance Penalty shall be presented to the Contractor in writing and the Contractor shall have seventy-two (72) hours to respond and complete the Work in question.
  
3. **TERM/RENEWAL-**
  - 3.1 This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years (the "Term").
  - 3.2 The City Manager may, at his or her sole option, extend this Contract on the same terms and conditions for up to two (2) additional one (1) year terms (the "Renewal Term"). Such Renewal Term shall be effective upon receipt of a written notice from the City Manager to the Contractor received no later than thirty (30) days prior to the date of termination.

4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined those conditions, including, but not limited to, the described rights of way, water management areas, soil conditions, and similar planting areas, and has made sufficient tests and other investigations to fully satisfy itself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.
5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.
6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract as follows:
  - 6.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, the Florida Department of Transportation Manual of Traffic Controls and Safe Practices For Street and Highway Construction, Maintenance and Utility Operations, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.
  - 6.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
  - 6.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City and of any land adjoining the Work site, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.
  - 6.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and

shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

7. **INDEMNIFICATION -**

7.1 The Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non-performance of any provision of this Contract including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Contract. Contractor shall reimburse the City for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Contract.

7.2 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

8. **CONTRACT DOCUMENTS-** The following documents shall, by this reference, be considered part of this Contract:

RFP;  
All Addenda;  
Contract;  
Proposal, including all Forms submitted;  
Detailed Specifications;  
Insurance Certificates.

9. **CONTRACTOR'S EMPLOYEES-**

9.1 The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

- 9.2 The Contractor and all employees and agents of Contractor shall at all times comply with the City's Posted Park Rules when performing under this Contract.
- 9.3 Contractor shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Contractor from providing Work under this Contract.
10. **VEHICLES AND EQUIPMENT-** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.
11. **INSURANCE-** The Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated A or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:
- 11.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.
- 11.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 11.3 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the City against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a

form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- 11.4 **Certificate of Insurance:** Contractor shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City Manager.
- 11.5 **Additional Insured** - The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.
- 11.6 **Deductibles** - All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
12. **ASSIGNMENT AND AMENDMENT-** No assignment by the Contractor of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the City. This Contract may only be amended, by the parties, with the same formalities as this Contract.
13. **TERMINATION-**
- 13.1 Either party may terminate this Contract without cause upon sixty (60) days written notice to the other party.
- 13.2 Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not

be entitled to payment of any lost profits or for Work performed after the date of termination.

- 13.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract on the date specified in the notice of termination.
- 13.4 The City may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Contract. The City will be responsible only for the cost of Work accepted and approved by the City Manager at the time of termination.
- 13.5 The City may terminate this Contract upon five (5) days written notice if the Contractor fails to comply with the terms of the Turf And Landscape Maintenance Joint Participation Agreement Between The Florida Department Of Transportation And The City. The City will be responsible only for the cost of Work accepted and approved by the City Manager at the time of termination.
14. **CHOICE OF LAW; VENUE**- This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County. Venue for any action brought hereunder shall be proper exclusively in Miami-Dade County, Florida.
15. **ATTORNEY'S FEES**- In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.
16. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.
17. **INSPECTION AND AUDIT**- During the term of this Contract and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's and any subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.
18. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
19. **WAIVER OF JURY TRIAL**. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.

20. **COUNTERPARTS-** This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

21. **INDEPENDENT CONTRACTOR-**

21.1 It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the City under this Contract.

21.2 All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the City.

21.3 If subcontractors are to be used during the term of the Contract, a list of such subcontractors shall be provided to the City Manager, and shall be used subject to his or her approval.

22. **ACCIDENT PREVENTION AND REGULATIONS** – Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and City regulations while performing under the terms and conditions of this Contract. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

23. **NOTICES-** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

City:

City of North Bay Village  
1700 Kennedy Causeway, Suite 132  
North Bay Village, FL 33141  
Attention: City Clerk

Contractor:

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

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\_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have executed this Contract on the day and date first above written.

Attest: CITY OF NORTH BAY VILLAGE

By: \_\_\_\_\_  
Yvonne Hamilton, City Clerk

By: \_\_\_\_\_  
Dennis Kelly, City Manager

By: \_\_\_\_\_  
Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.,  
City Attorney

Signed, sealed and witnessed in the presence of:

As to Contractor:  
\_\_\_\_\_

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

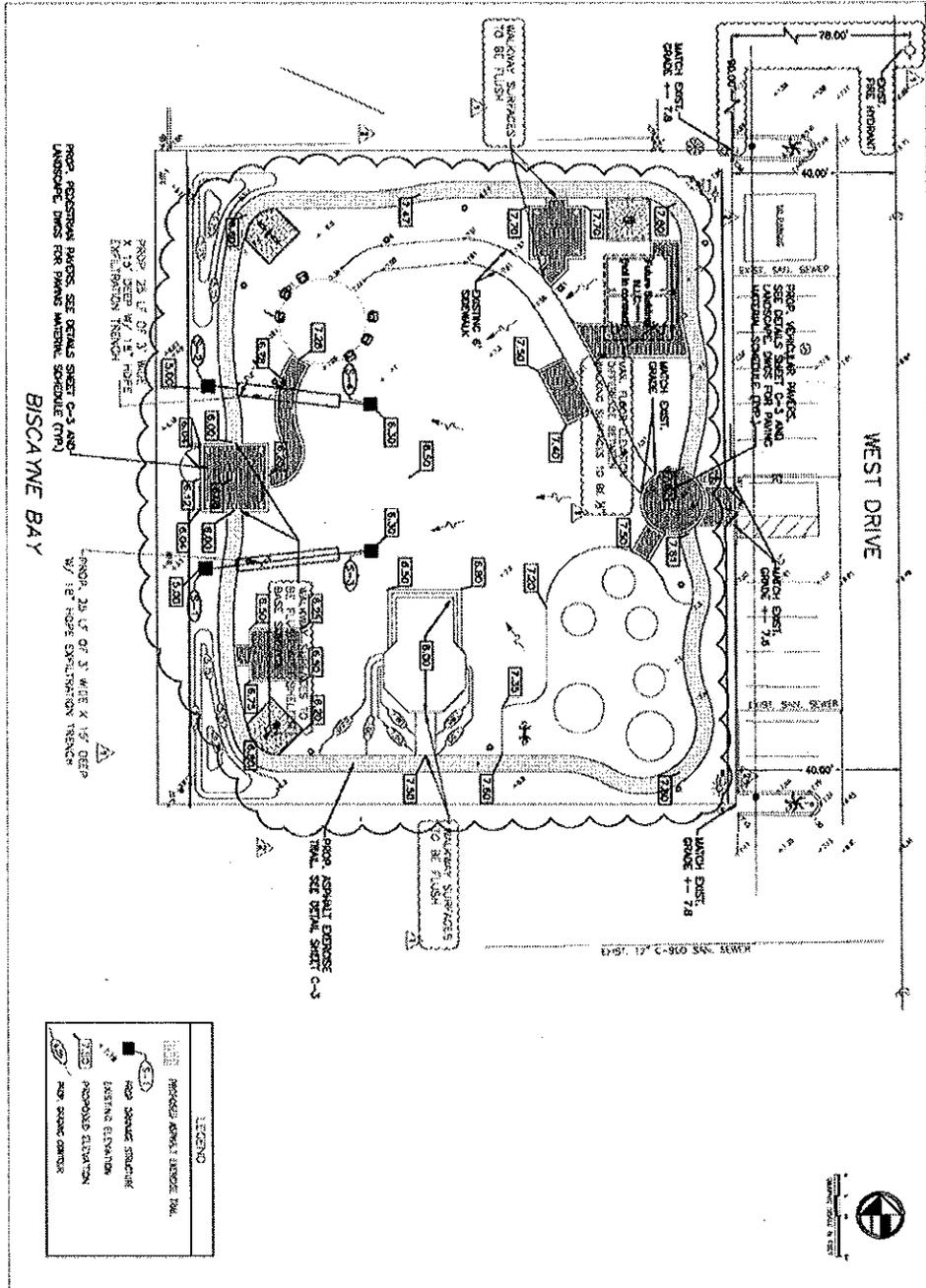
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(\*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the Contract to do so on its behalf.

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EXHIBIT "1"

DR. PAUL VOGEL COMMUNITY PARK, 7920 WEST DR.



**ba**  
 BROWN AND CALDWELL  
 ARCHITECTS & ENGINEERS  
 1000 N. W. 10th St., Suite 100  
 Fort Lauderdale, FL 33304  
 Phone: (305) 463-1111  
 Fax: (305) 463-1112  
 www.ba-architects.com

**DR. PAUL VOGEL  
 Community Park  
 LANDSCAPE ARCHITECTURE**

**PLANNING, ENGINEERING  
 & LANDSCAPE ARCHITECTURE**

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**EXHIBIT "2"**

**PHILLIP J. SCHONBERGER PARK & PUBLIC WORKS YARD,  
1851 GALLEON ST.**



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**EXHIBIT "3"**

**MUNICIPAL PARKING LOT,  
LOCATED BETWEEN 1735 NORTH TREASURE DR AND 7557 MUTINY AVE.**



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**EXHIBIT "4"**

**MUNICIPAL COMPLEX LOT,  
7903 EAST DR.**



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**EXHIBIT "5"**

**TURF AND LANDSCAPE MAINTENANCE JOINT PARTICIPATION AGREEMENT  
BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY  
OF NORTH BAY VILLAGE.**

**[NEXT 13 PAGES]**

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**TURF AND LANDSCAPE MAINTENANCE  
JOINT PARTICIPATION AGREEMENT  
BETWEEN THE  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY OF NORTH BAY VILLAGE**

This Agreement, is made and entered into this 30<sup>th</sup> day of September, 2011, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the 'DEPARTMENT', and the City of North Bay Village, a municipal corporation of the State of Florida, existing under the Laws of the State of Florida, hereinafter referred to as the 'CITY'.

**RECITALS:**

**WHEREAS**, the DEPARTMENT has jurisdiction and maintains the State Road (S.R.) 934/Kennedy Causeway corridor in the CITY; and

**WHEREAS**, the DEPARTMENT, as part of the continual updating of the State of Florida Highway System and for the purpose of safety, has created roadside areas and median strips on the State Highway System within the corporate limits of the CITY; and

**WHEREAS**, the DEPARTMENT, at the CITY's request, has agreed to reimburse the CITY for the maintenance of turf and landscape, hereinafter referred to as the 'PROJECT', and

**WHEREAS**, the CITY recognizes that said median strips and roadside areas contain turf and landscape, which shall be maintained in accordance with Exhibit "A", 'Maintenance Responsibilities', which is herein incorporated by reference; and

**WHEREAS**, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 252473-2-78-01, and has agreed to reimburse the CITY for turf and landscape maintenance elements which are outlined in the attached Exhibit "B", 'Project Limits & Financial Summary', which is herein incorporated by reference; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e) and 339.12, Florida Statutes (F.S.);

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## 1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

## 2. GENERAL REQUIREMENTS

- a. The CITY shall submit this Agreement to its CITY Commission for ratification or approval by resolution. A copy of said resolution is attached hereto as Exhibit "C", 'City of North Bay Village's Resolution', and is herein incorporated by reference.
- b. The CITY:
  - i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of this Agreement; and
  - ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- c. The CITY shall not commence the PROJECT until a Notice to Proceed has been provided from the DEPARTMENT, which shall become the effective date of this Agreement and shall not precede the date provided on page one (1) of the Agreement.
- d. The CITY shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT's right-of-way as described in Exhibit "A", 'Maintenance Responsibilities'.
- e. The CITY shall be responsible for performing the required maintenance with a minimum frequency of twelve (12) times per year.
- f. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- g. The CITY shall submit a work schedule to the DEPARTMENT. In addition, before the CITY starts the work, the DEPARTMENT shall be notified, via fax, of the state road(s) and the day(s) in which the CITY will be working. The fax shall be sent to the attention of the North Miami-Dade Maintenance Engineer, at 305-640-7197.
- h. The CITY shall not be responsible for the clean-up, removal and disposal of

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debris from the DEPARTMENT's right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT's affected quarterly payment to the CITY.

- i. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.

### 3. FINANCIAL PROVISIONS

- a. Eligible PROJECT costs may not exceed FIVE THOUSAND TWO HUNDRED NINETY FOUR DOLLARS AND THREE CENTS (\$5,294.03), as outlined in Exhibit "B", 'Project Limits & Financial Summary'.
- b. The DEPARTMENT agrees to pay the CITY for the herein described services at a compensation as detailed in this Agreement.
- c. The CITY shall provide the following quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. Said deliverables consists of:
  - i. Mowing Small Machine
  - ii. Edging & Sweeping
  - iii. Landscape Maintenance
  - iv. Litter Removal
- d. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Section c above and Exhibit "B". Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager prior to payments.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section c has been met.
- f. Travel costs will not be reimbursed.
- g. The CITY providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5)

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working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

- h. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- i. A Vendor Ombudsman has been established within the Department of Financial Services. The Duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.
- j. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY's general accounting records and the project records, together with supporting documents and records; of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- k. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than 1 year."

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1. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

#### 4. COMMUNICATIONS

- a. All notices, requests, demands, consents, approvals and other communications which are required to be served or given hereunder, shall be in writing and hand-delivered or sent by either registered or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To DEPARTMENT:** Florida Department of Transportation  
1000 NW 111<sup>th</sup> Avenue, Room 6205  
Miami, FL 33172-5800  
Attention: District Maintenance Engineer

**To CITY:** City of North Bay Village  
1700 Kennedy Causeway, Suite 132  
North Bay Village, FL 33141  
Attention: Robert Daniels, Interim City Manager

#### 5. INVOICING

- a. The CITY shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. All costs charged to the PROJECT, including any approved services contributed by the CITY or others, shall be supported by properly executed payroll, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the CITY from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the CITY for the actual work it performs.
  - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the CITY from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, no payment will be prorated for the quarter in which termination occurs.

#### 6. MAINTENANCE DEFICIENCIES

If the District Maintenance Engineer determines that the CITY is not accomplishing its

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responsibilities under this Agreement, said District Maintenance Engineer may issue written notice, in care of the CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within this time period the DEPARTMENT may, at its option, proceed as follows:

- a. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the CITY; or
- b. Terminate this Agreement.

#### 7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the date provide in the Notice to Proceed; and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the CITY. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory CITY performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

#### 8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with Section 287.058(1)(c), F.S., the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the CITY refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the CITY pertinent to this Agreement which are subject to provisions of Chapter 119, of the F.S.

#### 9. ENTIRE AGREEMENT

This Joint Participation Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

Turf and Landscape Maintenance Joint Participation Agreement  
between the Florida Department of Transportation and the City of North Bay Village  
Financial Project # 252473-2-78-01

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF NORTH BAY VILLAGE:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: [Signature]  
CITY MAYOR

BY: [Signature]  
DISTRICT SECRETARY

ATTEST: [Signature]  
(SEAL) CITY CLERK

ATTEST: [Signature]  
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

[Signature]  
CITY ATTORNEY

[Signature]  
DISTRICT CHIEF COUNSEL

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**Exhibit "A"**  
**Maintenance Responsibilities**

The CITY shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on S.R. 934/Kennedy Causeway, as described below:

- a. Mow, cut and/or trim, and edge the grass or turf in accordance with the latest edition of the State of Florida "Guide for Roadside Mowing" and the latest edition of the "Maintenance Rating Program".
- b. Properly prune all plants, which include, but not limited to, plant and tree trimmings, in accordance with the latest edition of the "Maintenance Rating Program". Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- c. Remove and properly dispose of litter from roadside and median strips.
- d. Remove and properly dispose of dead, diseased or otherwise deteriorated plants in their entirety.
- e. All work by the CITY shall be executed on the roadway under a traffic control plan in accordance with DEPARTMENT's latest edition of the "FDOT Design Standards".

**FDOT Financial Project Number: 252473-2-78-01**

**County: Miami-Dade**

**FDOT Project Manager: Guy Gladson, P.E. 305-640-7197**

**CITY Project Manager: Robert Daniels, Interim City Manager**

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**Exhibit "B"**  
**Project Limits & Financial Summary**

Below are the PROJECT limits and acreage of the areas to be maintained by the CITY under this Agreement.

934	Kennedy Causeway	Intercoastal Waterway	West City Limits
934	Kennedy Causeway	West City Limits	East City Limits

Item Description	Quantity	Unit	Rate	Amount
Mowing Small Machine (E104 4 3)	0.301	12	3.81	\$ 245.00
Edging & Sweeping (E 110 32 1)	0.24	12	2.88	\$ 323.25
Landscape Maintenance (E580 3 2)	0.105	12	1.26	\$ 449.49
Litter Removal (E110 30)	0.406	24	9.74	\$ 299.00

**TOTAL ANNUAL AMOUNT ELIGIBLE FOR REIMBURSEMENT: \$ 5,294.03**

2E(94)

**Exhibit "C"**  
**City of North Bay Village's Resolution**

To be herein incorporated once approved by the CITY Commission.

2E(95)

**RESOLUTION NO. 2011-39**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A HIGHWAY LANDSCAPING AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE TURF AND LANDSCAPED AREAS ON THE 79<sup>TH</sup> STREET CAUSEWAY AND PROVIDING FOR COMPENSATION TO THE CITY FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)**

**WHEREAS**, the City has continually maintained roadside areas, median strips and right-of-way areas included as part of the State Highway System on State Road 934, also referred to as the 79<sup>th</sup> Street Causeway, from the Intracoastal Waterway as boundary on the west to the eastern city limits; and

**WHEREAS**, the City and the Department of Transportation wish to enter into a new agreement for a period of one year effective October 1, 2011 through September 30, 2012 for continued maintenance of the turf and landscaped areas; and

**WHEREAS**, Florida Department of Transportation agrees to compensate the City in an annual amount of Five Thousand Two Hundred Ninety-Four Dollars and Three Cents (\$5,294.03) to be paid on a quarterly basis for the City's performance of maintaining the turf and landscaped areas on the 79<sup>th</sup> Street Causeway.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

**Section 2. Approval Agreement.** The Agreement between the City of North Bay Village and the Florida Department of Transportation for turf and landscape maintenance is hereby approved, a copy of which is attached hereto as Exhibit 1.

**Section 3. Authorization of City Officials.** The City Manager is authorized to take all actions necessary to implement the terms and conditions of the agreement. For purposes of this Resolution, references to the City Manager shall include the Interim City Manager.

**Section 4. Execution of Agreement.** The City Manager is authorized to execute the agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

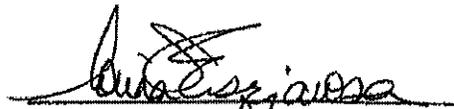
**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Mayor Corina S. Esquijarosa, seconded by Vice Mayor Connie Leon-Kreps.

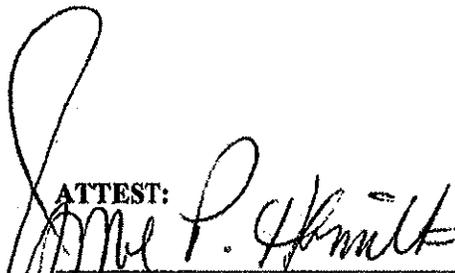
**FINAL VOTE AT ADOPTION:**

Mayor Corina S. Esquijarosa	<u>Yes</u>
Vice Mayor Connie Leon-Kreps	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>
Commissioner Frank Rodriguez	<u>Yes</u>
Commissioner Paul Vogel	<u>Absent</u>

**PASSED AND ADOPTED** this 20th day of September, 2011.

  
Corina S. Esquijarosa, Mayor

**ATTEST:**

  
Yvonne P. Hamilton, CMC  
City Clerk

**APPROVED AS TO FORM FOR THE USE OF  
THE CITY OF NORTH BAY VILLAGE:**

  
\_\_\_\_\_  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
City Attorney

City of North Bay Village Resolution: Florida Department of Transportation Turf and Landscape Agreement/2011-2012

2E(98)

**EXHIBIT "6"**

**INCIDENT REPORT FORM**

**CITY OF NORTH BAY VILLAGE**

**Public Works Department**

1700 Kennedy Causeway, Suite 132

North Bay Village, Florida 33141

305-756-7171 Fax: 305-756-7722

**Incident Report**

**Today's Date:**

**Time:**

**Name:**

**Address:**

**Phone Number(s):**

**Date & Time of Incident:**

**Location of Incident:**

**Description of Incident:**

(Be as detailed as possible with descriptions and attach pictures, if applicable)

•

**Action Taken:**

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

**Staff Member:** \_\_\_\_\_

2E(99)

**EXHIBIT "7"**

**BATHROOM INSPECTION FORM**



**City of North Bay Village  
Public Works Department  
Bathroom Cleaning Checklist**

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

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

**If the bathroom is not in compliance, our staff will make necessary corrections. Initials of staff, date and time checked will be placed in the appropriate boxes. If you have any concerns with our restrooms, please contact us at 305-558-0382.**

The following items must be checked <u>every scheduled work day</u> And more frequently as needed			4. Tissue is available (toilet & facial) 5. Paper towels are available 6. Trash emptied 7. Plumbing and fixtures are clean and working 8. Partitions/Walls are graffiti free and clean 9. Other Issues		
1. Approved liquid soap is available 2. Area/floors are clean and odor free 3. Lights are working					
	Time	Clean	If not in compliance, list # from the above list	Initials	COMMENTS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

**[END OF DOCUMENT]**

2E(100)

**CITY OF NORTH BAY VILLAGE**  
**MEMORANDUM**

**DATE:** March 13, 2012

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Eddie Lim  
Commissioner Stuart Blumberg  
Commissioner Richard Chervony  
Commissioner Paul Vogel

**FROM:** Dennis Kelly  
City Manager

**SUBJECT:** Extension of Landscape Contract – Groundkeepers, Inc.

---

**RECOMMENDATION:**

It is recommended that the City Commission approve the attached Resolution extending the existing landscaping contract with Groundkeepers, Inc.

**BACKGROUND**

The City solicited bids for Landscape Maintenance Services in 2009 and awarded a contract to Groundkeepers, Inc. upon the adoption of City Commission Resolution No. 2009-27 on April 17, 2009.

Services provided to the city include mowing, edging, trimming of grass, ground cover and planted beds, pruning of trees and City palms, raking, weeding, plant replacement of seasonal plants, litter pickup. Additionally, Groundkeeper's, Inc. provides fertilizer application annually. Groundkeepers will continue to perform these functions until a new contract with the selected vendor is in place.

2E(101)

**REASON**

The contract with Groundkeeper's Inc. will expire on April 17, 2012. The specifications to rebid the contract are being revised and a new contract will not be ready before the current contract expires on April 17, 2012.

**BUDGETARY IMPACT:**

Account No. 01-018-541-5323  
Contract Services – Ground Maintenance  
\$20,991

**PERSONNEL IMPACT:**

None

**CONTACT:**

Dennis Kelly, City Manager  
Samuel Zamacona, Public Works Director

2E(102)

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE  
CITY OF NORTH BAY VILLAGE AND  
GROUNDKEEPERS, INC.**

---

**I. SCOPE OF WORK**

To provide complete landscape maintenance of public lands/right-of-ways of the City of North Bay Village. Services will be performed in a professional manner by uniformed employees in order to achieve a quality objective, which will maintain all plant material in a healthily, growing, clean and aesthetically attractive form throughout the year. Specifically, the areas of service in this proposal include all of the public lands/right-of ways within the City limits of the City of North Bay Village and those public lands adjacent to the City for which the City has contractual maintenance obligation under existing agreements between the City of North Bay Village and the Florida Department of Transportation and as described in Section VIII of this agreement.

**II. CONTRACTOR INSURANCE REQUIREMENTS:**

The contractor shall maintain, on file in the City Clerk's office, during the term of this contract the following minimum insurance coverage and limits.

The City of North Bay Village shall be an additional named insured on all policies.

Workmen's Compensation Insurance, as required by law.

Comprehensive General Liability, Automobile and/or Truck Insurance.

Bodily Injury and Death Insurance with limits of \$300,000 (Comprehensive General Liability Insurance)

Automobile with limits of \$1,000,000/\$300,000.

Property damage with a limit of \$100,000 per occurrence.

Additionally all employees working for the contractor will be required to obtain police identification cards from the North Bay Village Police Department prior to commencement of work, a complete criminal background check and verification of legal United States residency.

### **III. QUALIFICATIONS OF CONTRACTOR**

The contractor must demonstrate qualifications to complete the work subject to the approval of the City's Public Works Department. These qualifications include but are not limited to, similar past municipal work experience, available equipment, available work force, and a client reference list of five of the most recent projects of similar scope and size.

### **IV. PUBLIC SAFETY AND CONVENIENCE**

The contractor shall, at all times, conduct the work in such manner as to ensure the least practicable obstruction to the public and the residents along and adjacent to the area of work. The contractor must adhere to all City codes. Access to fire hydrants, for City-related work shall be provided at all times. Work conducted within the State of Florida Department of Transportation (F.D.O.T.) right-of-way on John F. Kennedy Causeway (79<sup>th</sup> Street, State Road 934) shall be performed in accordance with the F.D.O.T. safety guidelines.

The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor must have the capability to communicate via two-way radio and/or cellular phone with the designated City representative. The contractor will take all necessary precautions for the safety of, and will provide the necessary protection, to prevent damage, injury, or loss to:

All employees on the work site and other persons, who may be affected thereby,

All the work and materials or equipment to be incorporated therein, whether in storage on or off the site, and

Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities, in the course of work.

### **V. SPECIFICATIONS OF BASIC SERVICES:**

#### **A. Turf Care**

##### **Mowing**

Mowing will be performed in a worker like manner utilizing rotary power mowers.

All turf areas shall be mowed once every two weeks during the growing season of May, June, July and August, and once every three weeks during the months of September, October, November, December, January, March and April.

### **Edging**

Mechanical edging will be performed using a hard blade vertical edger.

Surfaces adjacent to asphalt, concrete curbs, sidewalks and planted beds will be edged in conjunction with the mowing operation at every visit.

### **Trimming of Grass**

Grass will be trimmed in conjunction with the mowing operation at each visit.

Particular attention will be given to trimming around sprinkler systems to ensure their adequate water delivery. Contractor will be responsible for the repair and replacement of broken or damaged sprinklers.

### **Raking**

Grass clippings caused by mowing, edging, and trimming will be removed from curbs, storm drains, parking lots, streets, walkways, planted beds and all other adjacent surfaces on the same day mowed.

## **B. Shrub, Hedge and Ground Cover Care**

### **Shrubs and Hedges**

Shrubs and hedges are to be maintained by manual or mechanical hedge clippers. (NO MACHETES)

Dead or broken branches will be removed from shrubs and hedges.

### **Ground Cover and Planted Beds**

Ground cover and planted beds will be trimmed or pruned as necessary to maintain a desired bed height and to encourage plants to flow out to provide complete coverage.

Separation of ground cover varieties will be made so that there is no spread to areas occupied by other ground cover varieties.

**C. Trees and Palms**

**Maintenance Pruning**

Suckers and new sprouts will be removed from tree trunks on a routine basis.

Low limbs and branches will be pruned and maintained to provide a ten-foot (10') clearance over walkways, sidewalks, parking lots and other areas, which would interfere with vehicles and/or pedestrians. Overall ten-foot (10') clearance will be maintained on all trees unless certain varieties dictate a lower branch height. Limbs and branches, which obstruct the view of street signage, will be trimmed to afford a reasonable view of the signage. Limbs and branches which interfere with street lighting shall be trimmed back to ensure adequate lighting of roadways and sidewalks.

**D Annual Pruning of All City Palms**

(Sable, Royal, Coconut, and other palms) Prune yearly in May removing all boots, fruit stems and fronds hanging below horizontal.

**E Weed Control**

**Beds**

Weed control will be performed on planted beds and in tree wells by means of manual, mechanical and/or chemical means.

Where chemical weed control is feasible, application of a systemic herbicide will be made for post emergence control.

**F Weed Control**

a ) Weed (crack grass) control will be performed on streets, curbs and sidewalks by means of manual, mechanical and/or chemical means.

b.) Where chemical weed control is feasible, application of a systemic herbicide (Roundup Pro) will be made for post emergence control. (Contractor to supply herbicide)

**G. Plantings – Replacement**

The contractor shall, at no additional cost to the City, replace seasonal plants, as determined by the city's Public Works Department up to two (2) times a year. (Seasonal plants to be supplied by the City, in quantities agreed to by the city and contractor).

**H. Litter**

Litter to be picked up Citywide along City right-of-ways and other City –owned property every day Contractor is working. Contractor generated litter and debris resulting from landscape maintenance functions will be removed by the Contractor.

Contractor specifically agrees that under no circumstances will landscape debris or litter be blown into stormwater inlets. The Contractor has the option of transporting to the City's Public Works facility litter and debris (excluding the annual pruning of all City palms) generated under the provisions of this contract. Litter and debris so transported shall be placed in proper receptacles as determined by the Public Works Department.

**I. Fertilizing**

All landscape areas covered under this contract will receive the indicated applications per year. (Fertilizer to be provided by contractor). The contractor shall notify in writing when fertilization is being done. The types of fertilizers to be used are as follows:

- a) **Grass** — 24-5-11 granular slow release twice per year.
- b.) **Shrubs and ground cover** - Three applications per year, April, July, and November with one (1) lb. of Lesco. 8-1010 fertilizer per one hundred (100) sq. ft.
- c) **Trees** - Two applications per year, April and September, with one-half lb. of 6-6-6 or 8-10-10 Lesco fertilizer per 1" caliper measured 24" above root ball.

- d.) **Palms** - Three applications per year, as per schedule for tree fertilization, as follows:
  - e.) Palms 4'-6' overall height - one-half lb. of improved Palm Special fertilizer per application.
  - f.) Palms 8'-12' overall height - one (1) lb. of improved Palm Special fertilizer per application.
  - Palms 14'-50' overall height - three (3) lbs. of Improved Palm fertilizer per application.
  - e.) **Seasonal** - One initial and one mid-term application of Nutricote total seventy (70) day 13-3-13 fertilizer for each seasonal color planting.
  - f.) **Trace Element Deficiency** - Shrubs and ground cover - If plants begin to show symptoms of chlorosis, drench root-ball area, as needed, with Minor-gro Mix, 798-C, by Vigoro. Follow manufacturer's instructions.
  - g) Contractor shall maintain, and repair citywide irrigation system as needed. Prior approval must be obtained by the Public Works Department. City will pay for materials used.
  - h) **Mulching**

All those areas with mulch will be maintained by the Contractor, as well as any new areas as designed by the City. The mulch will be supplied by the contractor.

## VI. AREAS SPECIFICALLY COVERED BY THIS CONTRACT

### A. Treasure Island

All grass areas on each side of Hispanola and Adventure Avenues

All grass areas at the Public Works Building, the Tot Lot, and Police Trailers

All mediums on Adventure Avenue, Hispanola Avenue and North Treasure Drive

All sidewalks and curbs

Pirates Alley.

Hedge trimming and weed control, city parking lot adjacent to the nursing home at the intersection of North Treasure Drive and Mutiny Avenue.

Company assumes responsibility for all damage, including irrigation components that occur because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage. However, under separate contract, the company will provide the following services:

Replacement of turf, plant life, or irrigation components. The removal of storm or freeze-related debris.

The maintenance of trees exceeding seven (7) feet in height. Company assumes no liability for damages or consequential damages caused by conditions beyond their control.

Litter to be picked up Citywide every day Contractor is working along the right of way and other City properties.

**B. North Bay Island**

Fountain area at entrance to Island.

All shrubs and hedges along both sides of wall fronting the Island

Mowing and trimming of all areas within the public right-of-way along Kennedy Causeway

Median surrounding Guardhouse

All trees, shrubs and hedges within any public right-of-way on the Island for trimming purposes only

Company assumes responsibility for all damage, including irrigation components that occur because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage.

However, under separate contract, the company will provide the following services:

Replacement of turf, plant life, or irrigation components.

The removal of storm or freeze-related debris.

The maintenance of trees exceeding seven (7) feet in height.

Company assumes no liability for damages or consequential damages caused by conditions beyond their control.

Litter to be picked up Citywide every day Contractor is working along City right-of-ways and other City owned property.

**C. Harbor Island**

Entrance medium to island

All mini-islands located on City's right-of-way

All grass area located on City's right-of-way

All grass, trees, and shrubs around municipal complex.

All grass, trees, and shrubs at West Drive Community Park.

Company assumes responsibility for any and all damage, including irrigation components that occurs because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage.

However, under separate contract, the company may provide the following services:

Replacement of turf, plant life, or irrigation components.

The removal of storm or freeze-related debris.

The maintenance of trees exceeding seven (7) feet in height.

Company assumes no liability for damages or consequential damages caused by conditions beyond their control.

Litter to be picked up Citywide every day Contractor is working along City right-of-ways and other City owned property.

**D. John F. Kennedy Causeway**

All mediums from the middle of the west flat bridge to the east drawbridge

All areas within the public right-of-way along Kennedy Causeway, more specifically those areas on both sides just west of the east drawbridge, the area in front of Channel 7/WIOD and that area on the north side of the east and west flat bridges.

Company assumes responsibility for any and all damage, including Irrigation components that occurs because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage.

However, under separate contract, the company will provide the following services:

Replacement of turf, plant life, or irrigation components.

The removal of storm or freeze-related debris.

The maintenance of trees exceeding seven (7) feet in height.

Company assumes no liability for damages or consequential damages caused by conditions beyond their control.

Litter to be picked up Citywide every day Contractor is working along City right-of-ways and other City owned property.

## **VII. EMERGENCY SERVICES**

The successful bidder shall provide labor and equipment to the City in event of a hurricane emergency or other natural disaster requiring additional labor beyond the City's capability.

### **Labor and Equipment**

Successful bidder agrees to provide a minimum of three (3) workers, three (3) chain saws and vehicles for any emergency as designated by the City Manager or his designated agent.

### **Hours Worked**

Payment will be made for actual hours worked in the City and do not include travel time to and from the City.

### **Authorization**

Activation of an **EMERGENCY SERVICES** situation shall be made by the City Manager or his designated agent.

### **General Availability and Procedures**

In general, it is the intent of this **EMERGENCY SERVICES** section to have the contractor in the City for a short period of time prior to any hurricane emergency or other natural disaster. In addition, it is anticipated the contractor would return to the City immediately after the storm for a period of work substantially in excess of the pre-storm services. By way of procedures, it is possible that after an emergency, there would be no telephone service within the City limits.

Accordingly, the contractor will proceed to the City and survey the condition of the City roads, seeking verbal authority from the City Manager or his designated agent to commence work activities.

In the unlikely event that formal authority is not obtained quick enough to deal with the public emergency, the contractor is authorized to use sound judgment and proceed to initiate the work on his own.

However, this self-initiated clean-up procedure cannot exceed more than four (4) hours of charges to the City without express approval of an appropriate City representative.

Contractor shall be required to keep accurate records of all labor and equipment used during emergency services.

**No Minimum Call Out**

Other than expressly stated above, there is to be no minimum time of call out.

**Disposal of Debris**

It is the intent of the City that in most instances debris will be cut up by the contractor's workers into segments no larger than four (4) feet in length, and placed neatly at roadside locations for pickup by the City. However, it is possible that the contractor will find it necessary to load his vehicles and haul off debris to a dumping facility. In such an event, the City will pay or reimburse for all dumping fees.

Payments are to be compensated on a flat hourly basis.

**VIII. SERVICES FOR KENNEDY CAUSEWAY STATE ROAD 934 -  
OUTSIDE THE NORTH BAY VILLAGE LIMITS  
(PELICAN HARBOR)**

The mowing of all turf areas throughout the property for the medians/swale areas between Intracoastal Bridge and North Bay Island, per the schedule shown below.

The edging of all walk and curb areas in concurrence with each mowing.

The edging of all plant beds in concurrence with every mowing or as inspection requires.

The weeding of all plant beds are often as plan health and the highest level or order requires.

The selective pruning, one time per contract period, of all woody ornamentals and trees less than eight (8) feet in height to balance infiltrating light, to remove dead wood harboring insects and disease and to promote maximum health and growth.

Small ornamental palm trees will be trimmed once per year during the non-growing season.

The shearing of qualifying shrubs and hedges to maintain desired shape and appearance.

The power clipping of grass areas littered in the maintenance process. The blowing of all walks and paved areas littered in the maintenance process.

Company assumes responsibility for all damage, including irrigation components that occur because of the maintenance process.

Company is not responsible for the condition of the landscape due to drought freeze, irrigation deficiencies or storm damage.

However, under separate contract, the company will provide the following services:

Replacement of turf, plant life, or irrigation components.

The removal of storm or freeze-related debris.

The maintenance of trees exceeding seven (7) feet in height.

Company assumes no liability for damages or consequential damages caused by conditions beyond their control.

#### **IX. ADDITIONAL SERVICES**

The City Manager reserves the right to waive the competitive bidding process and employ the services of Groundkeepers, Inc. to perform other related services for park, landscaping, right-of-way maintenance, and other upgrades to public areas through a negotiated price, subject to approval by the City Commission for those expenditures in excess of \$9,000.00.

**IX. TERM OF AGREEMENT AND COMPENSATIONS:**

The term of this Agreement shall be three (3) calendar years from the date of City's approval and shall be compensated for the total annual sum of \$83,964.00.

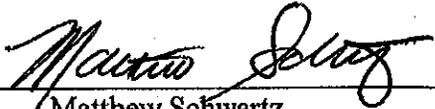
Payment to be processed by the city on a monthly basis upon receipt of contractor's invoice.

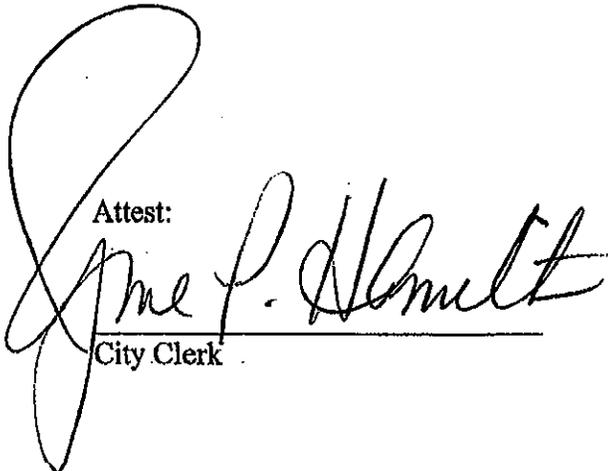
The City shall review the Contractor's performance each year on the anniversary of the date of the City approval.

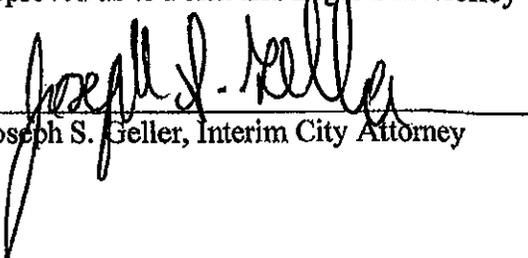
City reserves the right to terminate contract after a thirty (30) day notice sent via certified mail.

**ALL TERMS ARE HEREBY AGREED TO BY THE FOLLOWING PARTIES:**

**CITY OF NORTH BAY VILLAGE**  
1666 Kennedy Causeway, #700  
North Bay Village, FL 33141  
Phone - (305) 756-7171  
Fax - (305) 756-7722

  
\_\_\_\_\_  
Matthew Schwartz  
City Manager  
4/19/09  
\_\_\_\_\_  
Date

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to Form and Legal Sufficiency  
  
\_\_\_\_\_  
Joseph S. Geller, Interim City Attorney

2ELIIS)

FOR COMPANY: Groundkeepers, Inc.

GROUNDKEEPERS, Inc.

Company Name



Signature

8004 NW 154<sup>th</sup> Street, Suite 300

Address

Andrew J. Gonzalez, / President

Printed Name and Title

Miami Lakes, FL 33016

City/State/Zip

7/24/09

Date

(305) 825-1712

Telephone

2E(116)



**RESOLUTION NO: 2009-27**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AWARDED A BID CONTRACT FOR BID NO. 2009-02 FOR LANDSCAPE MAINTENANCE SERVICES, TO GROUNDKEEPERS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ASSOCIATED CONTRACT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER FRANK RODRIGUEZ)**

**WHEREAS**, the City Manager of the City of North Bay Village, Florida, has pursuant to the various laws of the State of Florida and the Code of the City of North Bay Village, properly solicited bids for Bid No. 2009-02 for Landscape Maintenance Services; and

**WHEREAS**, one sealed bid was received by the City pursuant to the city's invitation to Bid/Notice to Bidders, specifications, proposals, and requirements for the work as cited above; and

**WHEREAS**, the City Commission, upon recommendation of the City Manager, is desirous of awarding said bid/contract to said responsible and responsive bidder based on the substantial reduction in cost.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:**

**Section 1:** That the above recitals are true and correct.

**Section 2:** That bid/contract, for Bid No. 2009-02, for Landscape Maintenance Services, is hereby awarded to Groundkeepers, Inc., in the amount of \$83,963.00 per year.

**Section 3:** That the City Manager is hereby authorized to execute, on behalf of the City, a contract by and between the parties embodying the terms, conditions, specifications, bid proposal and bid requirements.

**Section 4:** This Resolution shall become effective upon its adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Frank Rodriguez, seconded by Vice Mayor Reinaldo Trujillo.

**FINAL VOTE AT ADOPTION:**

Mayor Oscar Alfonso	<u>Yes</u>
Vice Mayor Reinaldo Trujillo	<u>Yes</u>
Commissioner George A. Kane	<u>Yes</u>
Commissioner Frank Rodriguez	<u>Yes</u>
Commissioner Paul Vogel	<u>Yes</u>

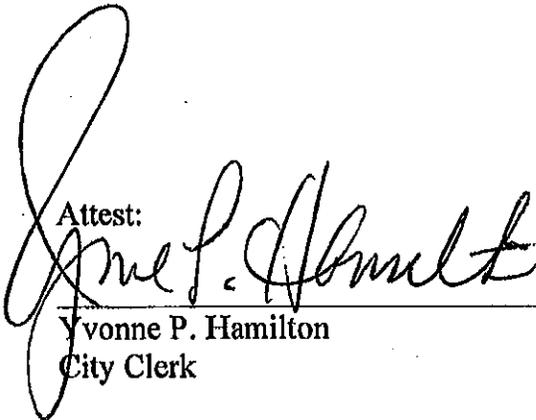
**PASSED AND ADOPTED** this 14th day of April, 2009.




---

Oscar Alfonso, Mayor

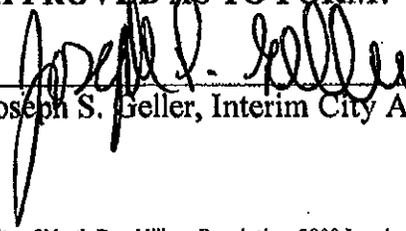
Attest:




---

Yvonne P. Hamilton  
City Clerk

**APPROVED AS TO FORM:**




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Joseph S. Geller, Interim City Attorney

City of North Bay Village Resolution: 2009 Landscape Maintenance-Groundkeepers, Inc.

2E(118)

**From:** Greny Diaz <greny@groundkeepers.net>  
**Sent:** Thursday, April 05, 2012 2:30 PM  
**To:** Sam Zamacona  
**Subject:** North Bay Village Calendar  
**Attachments:** North Bay Village Calendar.ics

Hi Sam,

Enclosed please find our proposed calendar for City of North Bay Village servicing from April 1, 2012 through September 30, 2012. Each month pricing \$ 6997.00 which includes all Lawn Maintenance services as described on calendar.

Best Regards,

Greny Diaz

**North Bay Village Calendar**

Sunday, April 01, 2012 – Sunday, September 30, 2012

Time zone: (UTC-05:00) Eastern Time (US & Canada)

(Adjusted for Daylight Saving Time)

**April 2012**

Su Mo Tu We Th Fr Sa

1 2 3 4 5 6 7  
 8 9 10 11 12 13 14  
 15 16 17 18 19 20 21  
 22 23 24 25 26 27 28  
 29 30

**May 2012**

Su Mo Tu We Th Fr Sa

1 2 3 4 5  
 6 7 8 9 10 11 12  
 13 14 15 16 17 18 19  
 20 21 22 23 24 25 26  
 27 28 29 30 31

**June 2012**

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1 2  
 3 4 5 6 7 8 9  
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**July 2012**

Su Mo Tu We Th Fr Sa

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**August 2012**

Su Mo Tu We Th Fr Sa

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**September 2012**

Su Mo Tu We Th Fr Sa

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 **Causeway**  
 79th Street - Causeway  
**North Bay Island**

Thu, Apr 05

Thu, Apr 05

2 E(119)

	<u>Treasure Island</u>	Thu, Apr 05
▲	<u>Bulbouts/Park</u>	Fri, Apr 06
	<u>Harbor Island</u>	Fri, Apr 06
▲	<u>Causeway</u>	Thu, Apr 19
	<u>North Bay Island</u>	Thu, Apr 19
	<u>Treasure Island</u>	Thu, Apr 19
▲	<u>Bulbouts/Park</u>	Fri, Apr 20
	<u>Harbor Island</u>	Fri, Apr 20
▲	<u>Wet Check</u>	Wed, Apr 25
▲	<u>Wet Check</u>	Thu, Apr 26
▲	<u>Trees Fertilizer</u>	Fri, Apr 27
▲	<u>Causeway</u>	Thu, May 10
	<u>Harbor Island</u>	Thu, May 10
	<u>North Bay Island</u>	Thu, May 10
▲	<u>Bulbouts/Park</u>	Fri, May 11
	<u>Treasure Island</u>	Fri, May 11
▲	<u>Causeway</u>	Thu, May 24
	<u>North Bay Island</u>	Thu, May 24
	<u>Wet Check</u>	Thu, May 24
▲	<u>Bulbouts/Park</u>	Fri, May 25
	<u>Harbor Island</u>	Fri, May 25
	<u>Treasure Islands</u>	Fri, May 25
	<u>Wet Check</u>	Fri, May 25
▲	<u>Annual Pruning</u> All City Palms	Mon, Jun 04 to Fri, Jun 08
▲	<u>Causeway</u>	Wed, Jun 13
	<u>North Bay Island</u>	Wed, Jun 13
▲	<u>Harbor Island</u>	Thu, Jun 14
	<u>Wet Check</u>	Thu, Jun 14
▲	<u>Bulbouts/Park</u>	Fri, Jun 15
	<u>Treasure Islands</u>	Fri, Jun 15
▲	<u>Causeway</u>	Wed, Jun 27
	<u>North Bay Island</u>	Wed, Jun 27
	<u>Treasure Islands</u>	Wed, Jun 27

 <b><u>Bulbouts/Park</u></b>	Thu, Jun 28
<b><u>Harbor Island</u></b>	Thu, Jun 28
<b><u>Wet Check</u></b>	Thu, Jun 28
 <b><u>Fertilizing</u></b> Shrubs and groundcover	Mon, Jul 02 to Thu, Jul 05
 <b><u>Causeway</u></b>	Wed, Jul 11
<b><u>Harbor Island</u></b>	Wed, Jul 11
<b><u>North Bay Island</u></b>	Wed, Jul 11
 <b><u>Bulbouts/Park</u></b>	Thu, Jul 12
<b><u>Treasure Island</u></b>	Thu, Jul 12
 <b><u>Wet Check</u></b>	Fri, Jul 13
 <b><u>Causeway</u></b>	Wed, Jul 25
<b><u>Harbor Island</u></b>	Wed, Jul 25
<b><u>North Bay Island</u></b>	Wed, Jul 25
 <b><u>Bulbouts/Park</u></b>	Thu, Jul 26
<b><u>Treasure Island</u></b>	Thu, Jul 26
 <b><u>Causeway</u></b>	Wed, Aug 08
<b><u>North Bay Island</u></b>	Wed, Aug 08
<b><u>Treasure Island</u></b>	Wed, Aug 08
 <b><u>Bulbouts/Park</u></b>	Thu, Aug 09
<b><u>Harbor Island</u></b>	Thu, Aug 09
 <b><u>Wet Check</u></b>	Thu, Aug 16
 <b><u>Causeway</u></b>	Wed, Aug 22
<b><u>North Bay Island</u></b>	Wed, Aug 22
<b><u>Treasure Island</u></b>	Wed, Aug 22
 <b><u>Bulbouts/Park</u></b>	Thu, Aug 23
<b><u>Harbor Island</u></b>	Thu, Aug 23
 <b><u>Wet Check</u></b>	Fri, Aug 24
 <b><u>Causeway</u></b>	Wed, Sep 05
<b><u>Harbor Island</u></b>	Wed, Sep 05
<b><u>North Bay Island</u></b>	Wed, Sep 05
 <b><u>Bulbouts/Park</u></b>	Thu, Sep 06
<b><u>Treasure Island</u></b>	Thu, Sep 06

Wet Check Fri, Sep 07

Causeway Wed, Sep 19

North Bay Island Wed, Sep 19

Bulbouts/Park Thu, Sep 20

Harbor Island Thu, Sep 20

Treasure Island Thu, Sep 20

Details

Thursday, April 05, 2012

Time All Day  
Subject Causeway  
Location 79th Street - Causeway  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

Time All Day  
Subject North Bay Island  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

Time All Day  
Subject Treasure Island  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

Friday, April 06, 2012

Time All Day  
Subject Bulbouts/Park  
Reminder 15 minutes  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

Time All Day  
Subject Harbor Island  
Reminder 15 minutes  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

Thursday, April 19, 2012

Time All Day  
Subject Causeway  
Reminder 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

Time All Day  
Subject North Bay Island  
Reminder 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

2E(122)

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**Time** All Day  
**Subject** Treasure Island  
**Reminder** 18 hours

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**Friday, April 20, 2012**

**Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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**Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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**Wednesday, April 25, 2012**

**Time** All Day  
**Subject** Wet Check  
**Reminder** 18 hours

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**Thursday, April 26, 2012**

**Time** All Day  
**Subject** Wet Check  
**Reminder** 18 hours

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**Friday, April 27, 2012**

**Time** All Day  
**Subject** Trees Fertilizer  
**Reminder** 18 hours

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**Thursday, May 10, 2012**

**Time** All Day  
**Subject** Causeway  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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**Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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**Time** All Day  
**Subject** North Bay Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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**Friday, May 11, 2012**

**Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours

2E(123)

Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Time** All Day  
**Subject** Treasure Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Thursday, May 24, 2012**

**Time** All Day  
**Subject** Causeway  
**Reminder** 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond  
removal, trash pickup and removal, weed removal

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**Time** All Day  
**Subject** North Bay Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Time** All Day  
**Subject** Wet Check  
**Reminder** 18 hours

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**Friday, May 25, 2012**

**Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Time** All Day  
**Subject** Treasure Islands  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Time** All Day  
**Subject** Wet Check  
**Reminder** 18 hours

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**Monday, June 04, 2012**

**Time** 6/4/2012 12:00 AM – 6/9/2012 12:00 AM  
**Subject** Annual Pruning  
**Location** All City Palms  
**Reminder** 18 hours

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**Wednesday, June 13, 2012**

2E(124)

▲ **Time** All Day  
**Subject** Causeway  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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▲ **Time** All Day  
**Subject** North Bay Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Thursday, June 14, 2012**

▲ **Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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▲ **Time** All Day  
**Subject** Wet Check  
**Reminder** 18 hours

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**Friday, June 15, 2012**

▲ **Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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▲ **Time** All Day  
**Subject** Treasure Islands  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Wednesday, June 27, 2012**

▲ **Time** All Day  
**Subject** Causeway  
**Reminder** 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond  
removal, trash pickup and removal, weed removal

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▲ **Time** All Day  
**Subject** North Bay Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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▲ **Time** All Day  
**Subject** Treasure Islands  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Thursday, June 28, 2012**

2E(125)

▲ **Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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▲ **Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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▲ **Time** All Day  
**Subject** Wet Check  
**Reminder** 18 hours

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**Monday, July 02, 2012**

▲ **Time** 7/2/2012 12:00 AM – 7/6/2012 12:00 AM  
**Subject** Fertilizing  
**Location** Shrubs and groundcover  
**Recurrence** Occurs every Monday effective 7/2/2012 until 7/2/2012 from 12:00  
AM for 4 days.  
**Reminder** 18 hours

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**Wednesday, July 11, 2012**

▲ **Time** All Day  
**Subject** Causeway  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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▲ **Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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▲ **Time** All Day  
**Subject** North Bay Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Thursday, July 12, 2012**

▲ **Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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▲ **Time** All Day  
**Subject** Treasure Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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Friday, July 13, 2012

 **Time** All Day  
**Subject** Wet Check  
**Reminder** 18 hours

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Wednesday, July 25, 2012

 **Time** All Day  
**Subject** Causeway  
**Reminder** 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** North Bay Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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Thursday, July 26, 2012

 **Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** Treasure Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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Wednesday, August 08, 2012

 **Time** All Day  
**Subject** Causeway  
**Reminder** 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** North Bay Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** Treasure Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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2E(127)

**Thursday, August 09, 2012**

 **Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Thursday, August 16, 2012**

 **Time** All Day  
**Subject** Wet Check  
**Reminder** 18 hours

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**Wednesday, August 22, 2012**

 **Time** All Day  
**Subject** Causeway  
**Reminder** 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond  
removal, trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** North Bay Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** Treasure Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Thursday, August 23, 2012**

 **Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Friday, August 24, 2012**

 **Time** All Day  
**Subject** Wet Check  
**Reminder** 18 hours

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**Wednesday, September 05, 2012**

2E(128)

 **Time** All Day  
**Subject** Causeway  
**Reminder** 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** North Bay Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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**Thursday, September 06, 2012**

 **Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** Treasure Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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**Friday, September 07, 2012**

 **Time** All Day  
**Subject** Wet Check  
**Reminder** 18 hours

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**Wednesday, September 19, 2012**

 **Time** All Day  
**Subject** Causeway  
**Reminder** 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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 **Time** All Day  
**Subject** North Bay Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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**Thursday, September 20, 2012**

 **Time** All Day  
**Subject** Bulbouts/Park  
**Reminder** 18 hours  
Causeway Grass cutting and edging, debris pick up, dead palm frond removal, trash pickup and removal, weed removal

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2E(129)

**Time** All Day  
**Subject** Harbor Island  
**Reminder** 18 hours  
Grass cutting and edging, debris pick up, dead palm frond removal,  
trash pickup and removal, weed removal

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**Time** All Day  
**Subject** Treasure Island  
**Reminder** 18 hours

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**Greny Diaz**  
Director of Sales  
Groundkeepers, Inc.  
8004 NW 154th Street  
Suite 330  
Miami Lakes, Florida 33016  
EMAIL: Greny@groundkeepers.net  
Phone: (305) 825-1712  
Fax: (305) 825-1713

2E (130)



# CITY OF NORTH BAY VILLAGE

FISCAL YEAR 2011 BUDGET

## STREET MAINTENANCE FUND- PUBLIC WORKS DEPARTMENT

<b>Expenditure Category Detail</b>						
ACCOUNT DESCRIPTION	FY 08 ACTUAL	FY 09 ACTUAL	FY 10 ADOPTED BUDGET	FY 10 6 MONTHS ACTUAL	FY 10 PROJECTED ACTUAL	FY 11 ADOPTED BUDGET
Regular Salaries	98,833	109,748	112,383	57,373	114,745	116,430
Overtime	6,386	5,067	4,000	4,479	8,957	5,000
Fica Tax	10,803	8,589	8,597	4,639	9,278	8,907
Retirement Contributions	12,308	12,931	11,070	7,020	14,040	12,346
Health, Life, Dental Insurance	19,709	31,335	32,496	16,412	32,825	35,506
Workers' Compensation	10,642	11,682	10,552	12,724	12,724	10,804
Cost Allocation	0	(18,000)	(24,000)	(12,000)	(24,000)	(24,000)
<b>TOTAL PERSONNEL SERVICES</b>	<b>158,683</b>	<b>161,352</b>	<b>155,098</b>	<b>90,646</b>	<b>168,568</b>	<b>164,993</b>
Contractual Services (Janitorial)	0	0	0	0	0	0
Contract Services - Grounds Maint	139,475	109,058	85,000	41,982	83,964	85,000
Temporary Personnel	6,831	16,304	7,800	7,235	14,470	7,800
Electric, Gas and Water	11,259	19,944	14,000	11,651	23,302	14,000
Street Lights	0	0	0	0	0	0
Equipment Rental	0	0	1,000	0	0	0
R & M Vehicles	1,645	2,623	1,500	580	1,159	1,000
R & M Equipment	7,887	1,864	1,750	479	958	1,000
R & M Building	171,563	14,301	46,000	1,054	2,108	100,000
R & M Grounds	58,885	87,848	120,000	35,252	70,503	120,000
Uniforms	1,990	1,830	1,900	720	1,440	1,900
Gasoline, CNG & Oil	6,153	4,378	3,200	3,567	7,134	3,200
Tires	1,967	120	750	45	90	500
Minor tools and equipment	630	1,291	1,000	380	759	600
Special Department Supplies	1,649	4,810	2,000	1,482	2,964	2,000
Road Repairs	0	0	0	0	0	0
<b>TOTAL MATERIALS, SUPPLIES, SERVICE</b>	<b>409,936</b>	<b>264,372</b>	<b>285,900</b>	<b>104,426</b>	<b>208,853</b>	<b>337,000</b>
<b>TOTAL OPERATING BUDGET</b>	<b>568,618</b>	<b>425,724</b>	<b>440,998</b>	<b>195,072</b>	<b>377,421</b>	<b>501,993</b>
Vehicles	0	0	0	0	0	0
Other Machinery & Equipment	0	0	0	0	0	0
<b>TOTAL CAPITAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Lease Principal	7,978	7,978	8,416	0	8,416	0
Lease Interest	915	915	477	0	477	0
<b>TOTAL DEBT SERVICE</b>	<b>8,893</b>	<b>8,893</b>	<b>8,893</b>	<b>0</b>	<b>8,893</b>	<b>0</b>
GRANTS & AIDS	0	0	0	0	0	0
OTHER NON-OPERATING EXPENSES	0	0	0	0	0	0
<b>TOTAL NON OPERATING BUDGET</b>	<b>9,291</b>	<b>8,893</b>	<b>8,893</b>	<b>0</b>	<b>8,893</b>	<b>0</b>
<b>TOTAL DEPARTMENT BUDGET</b>	<b>577,909</b>	<b>434,616</b>	<b>449,891</b>	<b>195,072</b>	<b>386,314</b>	<b>501,993</b>

MINUTES

COMMUNITY ENHANCEMENT BOARD MEETING

CITY ADMINISTRATIVE OFFICE  
1700 KENNEDY CAUSEWAY, #132  
CITY OF NORTH BAY VILLAGE, FL. 33141

THURSDAY, JUNE 7, 2012 – 6:30 P.M.

1. CALL TO ORDER

The Meeting was called to order by the Chair, Penelope Friedland, at 6:40 P.M. and the Pledge of Allegiance was recited. Present at Roll Call were the Chair, Penelope Friedland; the Vice Chair, Ann Bakst; Doris Acosta; Garry Beltran; Candis Mason; and Brian Melton. As a quorum was determined to be present, the meeting commenced.

Also present were Chief Building Official Richard Annese and Public works Director Sam Zamacona.

2. NEW BUSINESS

A. CITY REGULATIONS - CHAIN LINK FENCE (CHIEF BUILDING OFFICIAL)

Chief Building Official Richard Annese explained to the Board that City Code pertaining to chain link fences on private property prohibited them from being on the front setback, but allowed them elsewhere on the property. The Board pointed out how this allowed properties on corner lots to have chain link fences that were visible from the street, and discussed some examples. The Chair inquired about the City's plans to screen one of these fences from view by installing plantings; Public Works Director Zamacona informed the Board that this was coming before the City Commission at the next meeting.

The Chief Building Official mentioned that the City's Code was being reviewed and the opportunity existed for changing aspects of the regulations regarding chain link fences. The Chair requested him to make note of this as a possible revision. With regard to the chain link fence on the Causeway flat bridge, he informed the Board that the City Code regarding chain link fences did not apply, as it was a matter for the FDOT and Public Works. The Chief Building Official left the meeting at 6:50 P.M.

HAC(1)

Public Works Director Zamacona explained to the Board that the FDOT had commenced a PD&E (planning, design, and engineering) study in preparation for the next round of Causeway improvements scheduled for 2015. Rather than assume the liability or cost of removing or replacing the chain link fence, the City Commission had decided to wait for the FDOT improvements in 2015, which would address many aspects of the Causeway, including the fence.

The Chair was concerned that the fence would not be a priority for the FDOT, and questioned whether the City had consulted their Attorney on the question of liability resulting from removing the fence without replacing it, and whether a cost estimate for removal without replacement had been obtained. The Board discussed the fact that although the fence had been installed for the safety of pedestrians, the walkway on the opposite side of the flat bridge had no fence, and liability for that was never mentioned. The Board felt that by not taking direct action to address the fence, the City was not moving forward on the goal of enhancing the community. The Chair asked the Public Works Director to obtain a cost estimate for removal of the chain link fence without replacing it, and to bring up to the City Manager their request for an opinion from the City Attorney regarding liability; and the Board members were polled and were in agreement.

Board member Garry Beltran inquired about what was being done to address a newly formed pothole in that same area of the Causeway. Public Works Director Zamacona explained that the problem was known, and bedding material would be changed to more stable lime rock in that section, which was where the flat bridge joined to the rest of the Causeway.

**B. COMMUNITY GARDENING (*VICE MAYOR LIM*)**

Vice Mayor Lim was unable to attend due to a scheduling conflict and the Item was deferred.

**C. DR. PAUL VOGEL PARK CONTRIBUTION CAMPAIGN (*PUBLIC WORKS DIRECTOR*)**

Public Works Director Zamacona submitted to the Board printed information on a fund-raising stratagem administered by various companies that, in return for contributions, placed engraved bricks and other markers in public places (entered into the record as Exhibit 1). He proposed consideration of its use to offset some of the costs of equipping and constructing Dr. Paul Vogel Park, and sought the Board's ideas on its implementation.

4A(2)

The Chair felt that it was premature to consider, without design plans for the park. The Public Works Director suggested that the existing path and future pavers at the seawall were possible sites for markers, and the Board might give its guidance on the aesthetics of design and placement. He also suggested that some might donate the cost of a park element, such as a bench or a shelter, and have a marker at the donated park element. If the program were successful, he thought the same program might be used to beautify the tot lot on Galleon Street.

The Chair was generally in favor of the idea if it could successfully raise money, but the Chair and the other Board members were skeptical of the chances that a significant amount of money could be raised in this manner, citing the small number of residents and businesses to tap for potential contributions. Board member Acosta suggested that the market for this program should be evaluated before relying upon it for supplying any of the park's needs.

Board member Garry Beltran pointed out that the City had not been successful in selling any of the ad space on the bus shelters. The Chair recalled that the poor state of the bus shelters had been an item on the Causeway project walk-thru punch list, and the Public Works Director informed her that the company that owned them had visited and made repairs. Board member Acosta asked why the Board had not been apprised of that fact earlier, given that their interest was known.

#### **D. COLOR OF PLANTINGS ON THE CAUSEWAY**

The Board reached a consensus on alternating dark pink and white oleanders in the planters on the Causeway flat bridge, for the effect of greater contrast, beginning with dark pink and anticipating that an odd number of planters would result in dark pink at each end. Board member Doris Acosta emphasized that the oleanders chosen should be "standard" rather than "bushy", and that the larger rather than the smaller of the two planted samples should be used. The Public Works Director estimated that this could be done in two weeks.

#### **E. LITTER ON THE CAUSEWAY AND AT THE COMMERCIAL PROPERTIES**

Board member Candis Mason discussed the litter she observed while walking the Causeway with her dog, and wondered why the commercial properties did not police their fronts and parking lots for litter, suggesting that they should be given tickets. Dumpsters that were left open and thus allowed unpleasant odors

into the area was another trash-related problem discussed by the Board. Commercial properties that were cited by the Board members as offenders included Food Giant, Trio's, The Crabhouse, Benihana, and Happy's.

The Chair suggested that the Code Enforcement Officer might visit these properties to warn them that anti-litter and trash regulations would be enforced in the future before issuing citations, and asked that the Code Enforcement Officer supply the Board with a detailed report on the actions he had taken by the next Board meeting. Public Works Director Zamacona promised to relay the message.

Board member Mason asked whose responsibility it was to clean litter from the medians. The Public Works Director responded that it was the City's, which had a Monday, Wednesday, and Friday schedule for picking up street trash and litter, except for large items like palm fronds which were picked up daily.

The Board asked to be updated at their next meeting regarding the items discussed so far: that is, Code Enforcement actions to address litter; and the cost and liability of removing the chain link fence on the Causeway. The Board also felt that the Code Enforcement Officer should personally attend their next meeting so that the Board could communicate their concerns.

#### **F. SCHEDULE FOR JULY AND AUGUST MEETING**

The Board chose, in order of preference, either Wednesday July 11, 2012 at 5 P.M., or Monday July 9, 2012 at 5 P.M. as the date of the July meeting, depending on scheduling availability. They deferred setting a date for August until the next meeting.

#### **3. GENERAL DISCUSSION**

Board member Doris Acosta brought up two particular bulbouts on Treasure Island, one which had been privately replanted by a resident, and another nearby which was overgrown with weeds. After emailing the City and not seeing action taken, she emailed Commissioner Blumberg and then saw results, in that the overgrown bulbout was given maintenance. She questioned whether this intervention by Commissioner Blumberg would be a recurring necessity. Public Works Director Zamacona informed the Board that the plantings in the other bulbout were to be replanted by Groundskeepers this week to conform with the City landscaping. The resident had not removed the original landscaping; rather, had dealt with an empty bulbout not yet finished by Groundskeepers by planting on their own initiative. Board member Acosta criticized the performance of

Groundskeepers, in not planting the bulbout as originally required; in incorrectly mulching; and in not installing weed barriers in the bulbouts, as she had observed when they worked on the project. This, she said, illustrated her point that there was no one to pay attention to the details of following through on the landscape improvements made by the City. She believed that this could account for the fact that home prices in the City had not increased following the City's investment in beautification. Other Board members noted general deficiencies such as overgrowth of weeds and bushes in need of trimming.

The Chair inquired about the status of the new maintenance contract, and the Public Works Director informed the Board that the RFP was being reviewed by the legal department before going out for bidding. Board member Acosta stressed that developing a landscape maintenance schedule with detailed specifications was crucial. The Public Works Director explained that while the existing maintenance contract was a 21 page document, by contrast the contract being reviewed by the legal department was a 107 page document due to the increase in specifications. These specifications included, for example, weed removal on a weekly basis as well as requiring one of the contractor's project managers to meet with either himself or a City management representative to assure that all the contract specifications were being met.

Board member Acosta asked for the amount presently budgeted for landscape maintenance. The Public Works Director informed her that it was approximately \$85,000. The maintenance cost was expected to increase due to the added landscaping, but that amount would be unknown until after bids had been received. The Chair felt that the budget impact would be justified by the added visual appeal; in her experience as a realtor, visual appeal had the most immediate impact on the desirability of real estate, increasing prices and the tax base.

The Board discussed how litter and lack of maintenance both detracted from the visual appeal of the City. The Public Works Director commented the never-ending litter deposited by the public in the thoroughfares and intersections; and the inadequacy of the City's two maintenance staff members to address the tasks of sweeping the streets, picking up the trash, and maintaining the parks. Board members Mason and Beltran observed that fishermen illegally fishing from City vantage points contributed to a great deal of the litter and debris left behind, and wondered why the police did not monitor this activity and issue citations.

#### **4. APPROVAL OF MINUTES**

##### **A. REGULAR MEETING MARCH 1, 2012**

The March 1, 2012 minutes were previously approved at the April 9, 2012 meeting.

**B. REGULAR MEETING APRIL 9, 2012**

**1.) Board Action**

The Chair, Penelope Friedland, made a Motion to approve the minutes of April 9, 2012. The Motion was approved with all in favor.

**5. ADJOURNMENT**

The meeting was adjourned at 8:35 P.M.

*Prepared and submitted by: Katharine Price  
Clerical Assistant*

*Adopted by the Community Enhancement Board on  
this \_\_\_\_\_ day of \_\_\_\_\_.*

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*Penelope Friedland, Chair*

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the City Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)