



**Town of Surfside
Town Commission Meeting
January 18, 2011
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154
(AMENDED 1-14-2011)

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Special Presentation – Employee of the Quarter – Duncan Tavares, Tourist Bureau Director – Roger M. Carlton, Town Manager**
- G. Special Presentation – Officer of the Month - Chief David Allen
October, 2010 Officer Jose Matelis and November, 2010 Officer John Gentile**

2. Quasi-Judicial Hearings (None)

3. Consent Agenda (Set for approximately 7:30 p.m.)

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the Consent Agenda and discussed separately.

Recommended Motion: To approve all consent agenda items as presented below.

- A. Resolution Statement of Support for National Guard and Reserve of Florida – Commissioner Edward Kopelman
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA EXPRESSING A STATEMENT OF SUPPORT FOR THE NATIONAL GUARD AND RESERVE OF FLORIDA AND PROVIDING FOR AN EFFECTIVE DATE. Page 1-3**
- B. Monthly Budget to Actual Summary as of October 31, 2010 - Martin Sherwood, Finance Support Services Department Head Page 4-5**
- *C. Town Manager’s Report- “Points of Light” Page 6-22**
- *D. Town Attorney’s Report- Lynn M. Dannheisser, Town Attorney Page 23-36**

**Denotes agenda items as “must haves” which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.*

- E. **Projects Progress Report** – Calvin, Giordano & Associates, Inc. *Page 37-39*
- F. **Beautification Committee** – Replacement of Sandra Argow with Grace Heising – Commissioner Marta Olchyk

- *G. **Resolution Debris Monitoring Agreement** – Assistant Police Chief, John DiCenso *Page 40-56*

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE CONTRACT RENEWAL WITH O'BRIENS RESPONSE MANAGEMENT, INC. FOR TWO YEARS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT RENEWAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT RENEWAL; AND PROVIDING FOR AN EFFECTIVE DATE.

- *H. **Resolution FDLE Grant** - Assistant Police Chief, John DiCenso *Page 57-70*

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO APPLY FOR THE FEDERAL JUSTICE ASSISTANCE GRANT ADMINISTERED BY THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO RECEIVE, EXPEND AND AMEND BYRNE/JAG FORMULA FUNDS AND EXECUTE AGREEMENTS WITH THE PURPOSE OF CREATING A MOBILE IMPROVEMENT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

- I. **Mutual Aid Agreement with Aventura** - Assistant Police Chief, John DiCenso *Page 71-77*

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF AVENTURA, FLORIDA POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT.

- J. **Mutual Aid Agreement with North Miami** – Assistant Police Chief, John DiCenso *Page 78-88*

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF NORTH MIAMI, FLORIDA POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT.

- *K. **Proclamation for 2011 Martin Luther King, Jr. Day of Service Surfside** – Mayor Daniel Dietch *Page 89-90*

- *L. **Resolution Declaring “Reverend Dr. Priscilla Felisky Whitehead Day”** – Vice Mayor Joe Graubart *Page 91-93*

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA DELCARING JANUARY 18, 2011 AS “REVEREND DR. PRISCILLA FELSIKY WHITEHEAD DAY” IN THE TOWN OF

SURFSIDE.

4. Ordinances

(Set for approximately 7:45 p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Readings (Ordinances and Public Hearing)

***1. Commercial Vehicle Ordinance – Lynn Dannheisser, Town Attorney
Page 94-98**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 74 AND SPECIFICALLY SECTION 74-1 “COMMERCIAL VEHICLES” CREATING SECTION 74-2 “USE OF COMMERCIAL VEHICLES” AND SECTION 74-3 “ISSUANCE OF COMMERCIAL VEHICLE PARKING PERMIT” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance regulates the parking of commercial vehicles on residential streets, allowing one commercial vehicle to be parked in a residential driveway provided the resident has obtained a commercial vehicle parking permit from the Town and delineating issuance and revocation procedures.]

***2. Amend Town Code to add Psychic Reading and Consultation As a Permitted Use – Lynn Dannheisser, Town Attorney Page 99-103**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 AND SPECIFICALLY SECTION 90-41 “REGULATED USES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADD “PSYCHIC READING AND CONSULTATION” AS PERMITTED USE; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[Per the Settlement Agreement approved at the last Commission meeting, we amend the code to allow psychic reading and consultation as a permitted use in SD-B40 (Downtown Business) District as a second floor use and subject to all other regulations.]

B. First Readings Ordinances

(Set for approximately 8:05 p.m.) (Note: Good and Welfare must begin at 8:15)

***1. Outside Employment Ordinance – Lynn Dannheisser, Town Attorney
Page 104-107**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION” AND SPECIFICALLY CRATING SECTION 2-152 “OUTSIDE EMPLOYMENT BY TOWN EMPLOYEES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance prohibits outside employment unless approved by the Town Manager. It is based on the Code of Miami-Dade County.]

2. Curb Cuts – Sarah Sinatra Gould, Town Planner *Page 108-118

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90.61 CURB CUTS OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance places curb cut regulations currently in the building code into the zoning code and allows for additional curb cuts on single family lots.]

3. Boat Storage - Sarah Sinatra Gould, Town Planner *Page 119-124

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90.65 BOAT STORAGE, INCLUDING ZONING CODE DEFINITIONS OF “SETBACKS” AND “YARDS” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

[This Ordinance revises boat regulations for parking, annual boat registration, maintenance, and use no less than 12 times a year as evidenced by an owner affidavit.]

5. Resolutions and Proclamations

(Set for approximately 9:00 p.m.) (Note: Depends upon length of Good and Welfare)

***A. Code Compliance Authority for Police Officers – Police Chief David Allen
Page 125-135**

Alternate A *Page 126*

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO APPOINT CODE ENFORCEMENT OFFICERS FOR THE TOWN WHO MAY INCLUDE LAW ENFORCEMENT OFFICERS TO ADDRESS CODE VIOLATIONS FOR SECTIONS 90-79; SECTION 90-79 ABANDONED OR INOPERABLE VEHICLES; SECTION 90-79 PARKING ON GRASS OR UNPAVED OR UNAPPROVED SURFACES; SECTION 74-1 COMMERCIAL VEHICLE PROHIBITED IN THE RESIDENTIAL AREA; SECTION 54-63

SIDEWALK OR STREET OBSTRUCTION; SECTION 10-28 LEASH LAW; SECTION 10-32 FECAL DISPOSAL; SECTION 10-33 DOGS ON THE BEACH; SECTION 10-36 BARKING OR VICIOUS DOGS; SECTION 54-78 PROHIBITED NOISES; SECTION 34-28 ILLEGAL DEPOSIT OF DEBRIS; SECTION 54-2 HANDBILL DISTRIBUTION; PROVIDING FOR AN EFFECTIVE DATE.

Alternate B Page 131

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO APPOINT CODE ENFORCEMENT OFFICERS FOR THE TOWN WHO MAY INCLUDE LAW ENFORCEMENT OFFICERS TO ADDRESS CODE VIOLATIONS FOR SECTIONS 90-79; SECTION 90-79 ABANDONED OR INOPERABLE VEHICLES; SECTION 90-79 PARKING ON GRASS OR UNPAVED OR UNAPPROVED SURFACES; SECTION 74-1 COMMERCIAL VEHICLE PROHIBITED IN THE RESIDENTIAL AREA; SECTION 54-63 SIDEWALK OR STREET OBSTRUCTION; SECTION 10-28 LEASH LAW; SECTION 10-32 FECAL DISPOSAL; SECTION 10-33 DOGS ON THE BEACH; SECTION 10-36 BARKING OR VICIOUS DOGS; SECTION 54-78 PROHIBITED NOISES; SECTION 34-28 ILLEGAL DEPOSIT OF DEBRIS; SECTION 54-2 HANDBILL DISTRIBUTION; SECTION 14-29 WORK WITHOUT PERMIT; PROVIDING FOR AN EFFECTIVE DATE.

***B. Resolution for Construction Administration and Inspection and Engineering – Roger M. Carlton, Town Manager Page 136-146**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 42 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING CONSTRUCTION ADMINISTRATION, CONSTRUCTION INSPECTION AND ENGINEERING DURING CONSTRUCTION OF THE WATER, SEWER, STORM DRAINAGE PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.

***C. Resolution for Public Relations Utility Replacement Project – Roger M. Carlton, Town Manager Page 147-154**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 43 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR PUBLIC RELATIONS AND SOCIAL NETWORKING MANAGEMENT FOR THE UTILITY REPLACEMENT PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.

***D. Resolution for Topographic Survey – Roger M. Carlton, Town Manager Page 155-162**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 45 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING A

TOPOGRAPHIC SURVEY ON ROADS AND PROVIDING FOR AN EFFECTIVE DATE.

- *E. Resolution for Dry Sewer Lines – Roger M. Carlton, Town Manager**

Page 163-172

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 41 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING THE PREPARATION OF CONSTRUCTION PLANS FOR SURFSIDE INFRASTRUCTURE IMPROVEMENTS FOR DRY SEWER LINE AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

- *F. Resolution for Pavement Restoration Plan - Roger M. Carlton, Town Manager**

Page 173-179

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 46 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR THE PAVEMENT RESTORATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

- *G. Resolution – Reappropriation of Legal Department Funds– Lynn**

Dannheisser, Town Attorney Page 180-183

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE REAPPROPRIATION OF FUND BALANCE (RESERVES) TO THE LEGAL DEPARTMENT BUDGET; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2010-2011; AND PROVIDING FOR AN EFFECTIVE DATE.

- *H. Resolution Retainer of Houlihan & Partners, P.A. – Lynn Dannheisser, Town Attorney** *Page 184-189*

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH HOULIHAN & PARTNERS, P.A. TO APPEAR AS CO-COUNSEL AND REPRESENT THE TOWN IN THE CASE CAPTIONED YOUNG ISRAEL OF BAL HARBOUR, INC. V. TOWN OF SURFSIDE CASE NO: 10-CV-24392 IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

- *I. Resolution Police Confiscation Fund – Police Chief, David Allen**

Page 190-193

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2010/2011 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF FORTY-FIVE THOUSAND (\$45,000.00) TO BE

FUNDED BY PROCEEDS OF CONFISCATED FUNDS.

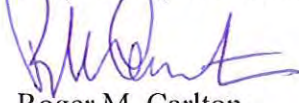
- *J. Resolution Approving Contract with Lynx Construction, LLC – Roger M. Carlton, Town Manager**
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE DESIGN-BUILD CONTRACT WITH LYNX CONSTRUCTION LLC FOR THE DESIGN AND CONSTRUCTION OF THE SURFACE PARKING LOT LOCATED AT 9450 COLLINS AVENUE IN ACCORDANCE WITH THE BID AWARD MADE BY RESOLUTION 10-1980; AND PROVIDING FOR AN EFFECTIVE DATE.

- 6. Good and Welfare (Set for approximately 8:15 p.m.)**
Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.
- 7. Town Manager and Town Attorney Reports**
Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.
All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.
- 8. Unfinished Business and New Business – None**
- 9. Mayor, Commission and Staff Communications (Set for approximately 9:45 p.m.)**
- *A. Proposed FY 2011-2012 Budget Calendar - Roger M. Carlton, Town Manager Page 194-197**
 - *B. Maranon Property Report – Roger M. Carlton, Town Manager Page 198-199**
 - C. Report on Feral Cats and Dog Feces – Roger M. Carlton, Town Manager (To be delivered under separate cover) DEFERRED**
 - *D. Discussion on Downtown Vision Process – Roger M. Carlton, Town Manager Page 200-202**
 - E. Discussion of Performance Based Salary Adjustments – Roger M. Carlton, Town Manager Page 203-212**
 - *F. Acceptance of Legislative Program for 2011- Roger M. Carlton, Town Manager Page 213-218**
 - *G. Crossing Barrier at 96th Street and Harding - Roger M. Carlton, Town Manager and Assistant Police Chief John DiCenso Page 219-223**
 - *H. Discussion Regarding Adjustment of Solid Waste Collection Service - Roger M. Carlton, Town Manager and Assistant Police Chief John DiCenso Page 224-226**
 - I. GreenPrint –Our Design for a Sustainable Future – Mayor Daniel Dietch Page 227-256**

***J. Discussion Regarding Proposed Five Year Financial Plan – Roger M. Carlton,
Town Manager (To be delivered under separate cover) DEFERRED**

10. Adjournment

Respectfully submitted,



Roger M. Carlton
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.


IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.

Memorandum

To: Roger Carlton / Town Manager 
From: Duncan Tavares / Tourist Bureau Director
Date: 1/11/2011
Re: Statement of Support for the National Guard and Reserve of Florida

The request for a Town Commission Statement of Support for the National Guard and Reserve of Florida came from Joy Cooper, Florida League of Cities President, to Mayor Dietch. Commissioner Kopelman is sponsoring this agenda item.

Last year, the Florida League of Cities became the first League in the Nation to have 100% of the membership sign a Statement of Support (SOS) for the 38,000 plus members of the National Guard and Reserve in Florida. The hope is to match this effort again this year.

This year one of Florida's very own companies, Bealls, Inc., joined in this initiative by signing statements of support at all of their store locations from Florida to Virginia to California.

The Florida League of Cities views this as an opportunity to work with the Florida Employer Support Guard Reserve (ESGR) Committee in support of the National Guard and Reserve members and their families.



RESOLUTION NO. 2011- ____

**A RESOLUTION OF THE TOWN COMMISSION
OF THE TOWN OF SURFSIDE, FLORIDA,
EXPRESSING A STATEMENT OF SUPPORT
FOR THE NATIONAL GUARD AND RESERVE
OF FLORIDA AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Florida League of Cities, working with the Florida Employer Support Guard Reserve, requested that the Town of Surfside join them in supporting the National Guard and Reserve of Florida on Tuesday, November 9, 2010, in conjunction with Bealls, Inc. department stores located nationally; and

WHEREAS, the Florida League of Cities asks that all cities in the State of Florida join together and issue a statement of support of our National Guard and Reserve and;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Expression of and Authorization. The Town Commission hereby expresses its support of the National Guard and Reserve of Florida as recognized by the Florida League of Cities and Bealls, Inc. on Tuesday, November 9, 2010.

Section 3. Direction to the Town Clerk. The Town Clerk is hereby directed to send a certified copy of this resolution to the Florida League of Cities and the Florida Employer Support Guard Reserve.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:**

Lynn M. Dannheisser
Town Attorney

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2010/2011
As of OCTOBER 31, 2010
8% OF YEAR EXPIRED (BENCHMARK)

Agenda Item # 3B

Page 1 of 2

Agenda Date: January 18, 2011

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET	
GENERAL FUND				
REVENUE	\$126,694	\$8,769,081	1%	A
EXPENDITURES	\$325,846	\$8,769,081	4%	B
Net Change in Fund Balance	-\$199,151			
Fund Balance-Beg. of Fiscal Year (unaudited)	\$3,081,807			
Fund Balance-October 31, 2010	<u>\$2,882,655</u>			
RESORT TAX				
REVENUE	\$0	\$123,010	0%	C
EXPENDITURES	\$3,875	\$123,010	3%	D
Net Change in Fund Balance	-\$3,875			
Fund Balance-Beg. of Fiscal Year (unaudited)	\$178,096			
Fund Balance-October 31, 2010	<u>\$174,221</u>			
POLICE FORFEITURE/CONFISCATION				
REVENUE	\$0	\$25,000	0%	
USE OF RESTRICTED FUND BALANCE	N/A	\$20,000	N/A	
EXPENDITURES	\$3,491	\$45,000	8%	
Net Change in Fund Balance	(3,491)			
Fund Balance-Beg. of Fiscal Year (unaudited)	\$71,823			
Fund Balance-October 31, 2010	<u>\$68,332</u>			
TRANSPORTATION SURTAX				
REVENUE	\$0	\$175,100	0%	
USE OF RESTRICTED FUND BALANCE	N/A	\$48,161	N/A	
EXPENDITURES	\$8,184	\$223,261	4%	
Net Change in Fund Balance	(8,184)			
Fund Balance-Beg. of Fiscal Year (unaudited)	\$416,500			
Fund Balance-October 31, 2010	<u>\$408,316</u>			
CAPITAL PROJECTS				
REVENUE (excluding Transfers)	\$109 E	\$139,660	0%	
USE OF COMMITTED FUND BALANCE	N/A	\$4,000,000	N/A	
EXPENDITURES	\$243,905	\$4,139,660	6%	
Net Change in Fund Balance	(243,796)			
Fund Balance-Beg. of Fiscal Year (unaudited)	\$4,888,357			
Fund Balance - October 31, 2010	<u>\$4,644,561</u>			

NOTES:

- A. Timing Difference - FY 2011 ad valorem property tax revenues are not collected and received until November
- B. Timing Difference - Discretionary expenditures ordered in October are received and due during November
- C. Timing Difference - October Resort Taxes are collected starting in November
- D. Timing Difference - Due to Nov/Dec commencement of Resort promotion activities
- E. Timing Difference - Revenue received to date reflects interest income only

ENTERPRISE FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET	
WATER & SEWER				
REVENUE	\$0	\$3,331,303	0%	F
USE OF NET ASSETS/LOAN PROCEEDS	N/A	\$8,138,300	N/A	
EXPENDITURES	\$72,713	\$11,469,603	1%	G
Change in Net Assets*	(\$72,713)			
Unrestricted Net Assets-Oct 1 (unaudited)	\$440,000			
Unrestricted Net Assets-Oct 31, 2010	<u>\$367,287</u>			
MUNICIPAL PARKING				
REVENUE	\$25,589	\$305,600	8%	
USE OF NET ASSETS	N/A	\$2,179,836	N/A	
EXPENDITURES	\$14,054	\$2,485,436	1%	G
Change in Net Assets*	\$11,535			
Unrestricted Net Assets-Oct 1 (unaudited)	\$1,942,364			
Unrestricted Net Assets-Oct 31, 2010	<u>\$1,953,899</u>			
SOLID WASTE				
REVENUE	\$537,333	\$1,291,343	42%	H
EXPENDITURES	\$73,459	\$1,291,343	6%	
Change in Net Assets*	\$463,874			
Unrestricted Net Assets-Oct 1 (unaudited)	\$77,312			
Unrestricted Net Assets-Oct 31, 2010	<u>\$541,186</u>			
STORMWATER				
REVENUE	\$0	\$487,000	0%	F
USE OF NET ASSETS/LOAN PROCEEDS	N/A	\$1,353,442	N/A	
EXPENDITURES	\$5,408	\$1,840,442	0%	G
Change in Net Assets*	(\$5,408)			
Unrestricted Net Assets-Oct 1 (unaudited)	\$40,622			
Unrestricted Net Assets-Oct 31, 2010	<u>\$35,214</u>			

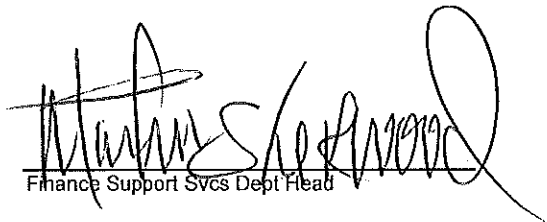
NOTES:(con't)

* the change in net assets excludes financial impact from Capital Assets

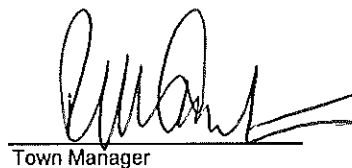
F. Timing difference: the bi-monthly billing (and the resulting revenue) for the months of Oct/Nov are not recorded until the month of December

G. Underage due to delay in commencement of Infrastructure/Capital Outlay projects (\$8.1 mill for water/sewer, \$1.4 mill for stormwater, \$2.1 mill for parking)

H. Timing difference: Billing (and the resulting revenue) for the entire fiscal year pertaining to Residential (non-condominium) customers are recorded in October



Finance Support Svcs Dept Head



Town Manager



**Town of Surfside
Town Commission Meeting
January 18, 2011 - 7:00 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154**

**AFTER ACTION ITEMS
"Points of Light"**

1. City of Excellence: At the request of Mayor Daniel Dietch, Town Manager, Roger Carlton designated Tourist Bureau Director, Duncan Tavares and Parks and Recreation Director, Tim Milian, to prepare a report on the process the Town will take to become a "City of Excellence". The report is to be on the agenda for the November Town Commission meeting. Dennis Giordano, CGA, offered to assist Mr. Tavares. Town Clerk, Debra Eastman will help prepare the draft.

Current Status: The Florida League of Cities is still in the process of changing this program. It will now be the Municipal Achievement Awards and is still scheduled to be rolled out in February 2011 with an application deadline of May 2011.

2. Downtown Vision project: Tourist Bureau Director, Duncan Tavares will prepare a report for the November Commission agenda with recommendations on how to move the Downtown Vision project forward.

Current Status: The report appears on the January 18, 2010 agenda. Should the Town Commission accept the report, the Downtown Vision project can move forward.

3. Maranon property: In order to accelerate the sale of the Maranon property as previously directed by the Town Commission, Finance Director, Martin Sherwood and Building Official, Paul Gioia will order an update to the appraisal of the Maranon property. Town Manager, Roger Carlton will move forward with the sale process subject to final approval of the sale when the bids are received.

Current Status: A recommendation to sell the property or renovate it as a holding action until property values increase appears on the January 18, 2011 Town Commission agenda.

4. Vacant lot: Finance Director, Martin Sherwood and Building Official, Paul Gioia will order a new appraisal of the small piece of property south of the Town Hall trailers and an updated appraisal of the vacant lot which the Town currently rents and is used for the parking of police cars. A strategy recommendation to appear on the November 9, 2010 Town Commission meeting agenda.

Current Status: Appraisals have been received. A meeting was held with the owner of the property the Town rents for police vehicles on December 6, 2010. A verbal offer in the amount of \$296,500 was made and appeared to be accepted. A few days later, the owner got cold feet and stated that he would retain a real estate agent to market the property. Based on the owner's bad faith, we will now make a strategic lower offer that reduces our original offer by the amount of the

real estate fees and see what happens. We are also looking at the home for sale between the 94th and 93rd street lots on Harding. An appraisal has been ordered.

5. Town Commission and Planning and Zoning Board joint meeting: A resolution of the Town of Surfside, Florida, calling for a joint meeting between the Town Commission and Planning and Zoning Board to create a process to identify the issues to be reconsidered in the Zoning Code (Ordinance no. 10-1558); authorizing Commissioner Michael Karukin to enter into negotiations with the Petition Committee challenging Ordinance no. 10-1558; authorizing the Town Manager and Town Attorney to do all things necessary to effectuate the terms of this resolution; providing for an effective date.

Current Status: The first joint meeting was held November 4, 2010. After substantial discussion, the Town Manager, Town Attorney and Town Planner were directed to prepare specific recommendations for action at the second joint meeting scheduled for December 9, 2010. The detailed changes to the code resulting from the joint meeting will be presented to the Planning and Zoning Board during their January 27, 2011 meeting.

6. Water, sewer and storm drainage project: Town Manager, Roger Carlton will report to the Town Commission at the November 9, 2010 meeting on financing the water, sewer and storm drainage project. Mayor, Vice Mayor and Commissioners to provide names for a citizen review committee to assist the Town Manager in the review of the alternatives.

Current Status: The first meeting of the Water/Sewer and Drainage Project Citizen Oversight Committee (Gerald A. Chenevert, Walter Lugo, Irving Levine, Jason Nevader and Marty Oppenheimer) was held January 13, 2011 and a detailed presentation regarding the construction element of this project was made. A presentation regarding the financing will occur in the next week. There are five design orders to complete all work by Calvin Giordano and Associates to complete all engineering for the project on the January 18, 2011 Town Commission agenda.

7. Concession stand: Town Manager, Roger Carlton provided an advertisement for an RFP for a concession stand to Parks and Recreation Director, Tim Milian for review. Tim Milian to obtain the RFP for use in the selection of the vendor for the Community Center. Timing of the procurement to coincide with planned opening of the facility.

Current Status: Retaining a vendor for operating the concession stand with Town employees was recommended by the Parks and Recreation Committee in their December 2010 meeting. Staff has concluded that the best approach is to obtain a vendor through the competitive selection process. The RFP is nearly complete and will be advertised in early February.

8. Part time Maintenance Worker: Human Resources Coordinator, Yamileth Slate-McCloud reported that a new position of part time Maintenance Worker II, will be posted in order to hire by mid November. The position will address cleaning parking lots and when time available, downtown areas.

Current Status: This item has been completed and this work provided by the employee is excellent.

9. Red light cameras: Police Chief David Allen and Assistant Chief John DiCenso will manage the implementation of red light cameras now reduced to five for completion by

Current Status: The following implementation requirements have been completed or are underway:

Completed Milestones:

- Kick Off meeting was completed August 31, 2010
- Business Rules Questionnaire was completed September 28, 2010
- All required documents have been completed by Surfside PD
- The designs for the five approaches have been completed and the permits received from the Florida Department of Transportation (FDOT)
- Multi agency training hosted by SPD completed in December
- The following approaches for Surfside were built and have been approved:
SUR01 SB: Harding Ave. @ 88th St
SUR02 NB: Collins Ave @ 88th St
- The start of the Warning Period was January 1, 2011
- Media release issued, FAQs and warning period posted on website
- Electronic signs deployed on north and south end of Town announcing warning period
- The following approaches are under construction. Construction, installation and quality control normally takes two weeks:
SUR03 NB: Collins Ave @ 90th St
SUR05 NB: Collins Ave @ 96th St
- The design plan for the following approach was approved by FDOT and MDC on January 7, 2011. This approach should be built and online before January 31, 2011:
SUR04 NB: Collins Ave @ 93rd St

Future Milestones:

- Video review training for the PD is scheduled for January 13, 2011
- Enforcement begins February 1, 2011
- Training for Finance should be the week of March 7, 2011 to ensure accountability for the funds received

Multi-Space Meters – Status Report

- Parking revenue for the month of December increased by 34% from December 2009
- Decals have been placed on each of the pay stations advising that the meters are enforced 24/7
- Changes have been made to the on screen instructions making the pay stations more user friendly
- Staff is responding to minor issues as they arise but overall the pay stations are performing very well
- Staff will order five (5) additional pay stations. The vendor has agreed to the same pricing as the first machines the Town purchased. The pay stations will be installed at the following locations:
200 block of 95th Street (south side)
9500 block of Abbott Avenue (3 machines) – these will serve the on street spaces as well as the West row of spaces in the lot
9450 Collins Avenue (new parking lot)
- Staff will order a language software program for each machine at a one time cost of \$340 per machine. The program will provide instructions in several languages including: English, Spanish and French

10. Bal Harbour Comprehensive Plan Amendment hearing: Town Manager, Roger Carlton and Commissioner Edward Kopelman will attend the Comprehensive Plan Amendment hearing at the Village of Bal Harbour on October 19, 2010 at 7 pm. A report to the Town Commission will be made after the Bal Harbour meeting.

Current Status: In a meeting with Bal Harbour Village Manager Al Trepedda, information was provided that this project is on hold until the land acquisition necessary seems more realistic. We will continue to monitor the situation and report when appropriate.

11. Photo/film permit program: Town Manager, Roger Carlton will prepare a policy for the photo/film permit program in conjunction with input from Surfside citizens. A report will be prepared by Parks and Recreation Director Tim Milian, Police Chief David Allen and Tourist Bureau Director, Duncan Tavares for the December 14, 2010, Town Commission agenda.

Current Status: A meeting was held with Peter Glynn on January 10, 2011 and the provisions of a program were blocked out. A recommended ordinance will be presented in the February 8, 2011 Town Commission meeting.

12. Circulator bus: Town Manager, Roger Carlton will review the potential linking of the Surfside circulator bus with other communities to allow residents transportation to the Sunny Isles library and possible other destinations. A report will be made to the Town Commission at their November meeting.

Current Status: The managers of Bal Harbour, Surfside, Bay Harbor Islands and Sunny Isles Beach met in December 2010 to discuss potential linkages of their respective bus systems. The consensus was that a coordinated routing system would benefit all communities. A final report on the new system will be made in the February 8, 2011 Town Commission meeting.

13. Water saving program: Town Manager, Roger Carlton instructed Public Works Director, Fernando Rodriguez with the assistance of John Messarian, Engineer with Calvin, Giordano and Associates to obtain information regarding a water saving program that would provide reduced water usage in toilets. A report will be presented to the Town Commission at their November meeting.

Current Status: With staff changes in the Public Works Department and a new water and sewer relationship manager in Calvin Giordano and Associates, this report will be delayed until February 2011.

14. Salary increases/performance review: Town Manager, Roger Carlton and Human Resources Coordinator, Yamileth Slate-McCloud will review the request of Commissioner Marta Olchyk to tie salary increases to a performance review and will report back by January, 2011.

Current Status: Report appears on the January 18, 2011 Town Commission meeting agenda.

15. Investigate whether it is worthwhile to employ a grant coordinator

Current Status: Report appears on the January 18, 2011 Town Commission meeting agenda.

16. Prepare a Five Year Financial Plan

Current Status: Report appears on the January 18, 2011 Town Commission meeting agenda.

17. Study of Impact Fees

Current Status: Imposition of impact fees is being reviewed to estimate cost and funding of required studies. Based on the outcome of the combined Planning and Zoning/Town Commission meeting, it may be more appropriate to have the proposed Development Impact Committee negotiate the off-site improvements to be funded by significant developments. There will be more discussion of this topic as the Joint Committee detailed recommendations required approvals proceed.

18. Install on-line utility payment system

Current Status: Report appears on the January 18, 2011 Town Commission meeting agenda.

19. Seek permission to use Bal Harbour basketball court and Sunny Isles skate park

Current Status: Town Manager Roger Carlton will add this goal to the discussion mentioned in earlier item regarding cooperative opportunities for the bus systems. With the resignation of the Sunny Isles city manager the skate park item will be deferred for a brief time. The Bal Harbour basketball court is under discussion.

20. Pension audits

Current Status: Audits for FY 08/09 were distributed to Town Commission. Audits for FY 09/10 are underway by Alyce Jones, CPA and will be presented at the January 27, 2011 Pension Board meeting. The Town of Surfside pension program remains fully funded. There may be a need to amend the pension plan to allow the Town Manager to opt out. This will appear on the next Pension Board agenda if necessary.

21. Community garden and farmers market – Dania Beach Green Annex

Current Status: The Tourist Bureau Director met with Miami-Dade County Office of Community Health and Planning on December 21, 2010. The county has received a Federal Stimulus Grant to initiate community gardens and farmers markets. Further updates will be forthcoming as Staff works with the County on being included in their plan of action.

On December 23, 2010, the Tourist Bureau Director met with the Green Market Management Company about the possibility of reinstating the Surfside Farmers Market. Awaiting a proposal from the company, update forthcoming.

22. Explore broadcasting Channel 77 on ATT U-Verse

Current Status: Town Manager Roger Carlton met with AT&T officials to discuss bringing ATT U-verse to the Town. This will be a long process that may require more detailed discussion with the Town Commission in the future.

23. Feral cat and dog feces concerns

Current Status: A report appears on the January 18, 2011 Town Commission meeting agenda.

24. First reading of Commercial Vehicle Restricted Parking Ordinance

Current Status: A report appears on the January 18, 2011 Town Commission meeting agenda.

25. Keep America Beautiful

Current Status: A resolution was adopted by the Town Commission in December. The Parks and Recreation Director presented the program at the January 11, 2011 meeting of the Beautification Committee. The Beautification Committee voted and agreed to endorse the program. Staff will now move forward to implement the program (Keep Surfside Beautiful). Status report will be provided at the February 8, 2011, Town Commission meeting.

26. Recycle containers for glass and aluminum in downtown and beach areas and used small battery containers at Town Hall

Current Status: Eight recycle containers have been installed downtown. Staff will work on an expanded public information program to ensure that the containers are not used for non recyclables. Staff is also reviewing the potential of battery recycling container program and additional glass/aluminum recycling containers on the beach. A report will be made on the battery recycling on the February 8, 2011 Town Commission agenda.

27. Baynanza – yearly event in need of new chairperson

Current Status: A volunteer Chairperson has been found for this year's Baynanza to be held on Saturday, April 16, 2011 from 9:00 - Noon. The Chairperson is Surfside Resident and Beautification Committee Member Adam Markow.

28. PACE program – special assessment districts for home energy efficiency improvements

Current Status: Based on the Federal Housing Agency's position against this type of financing, we will await any revision of their position before any further pursuit of this concept. Item completed.

29. Canine feces bag receptacles installation

Current Status: Duncan Tavares will coordinate process to obtain sponsorships. Receptacles have been placed in Veterans Park at the 93rd Street entrance to the beach behind the Community Center. In the clean-up of the Public Works storage area by Acting Director John DiCenso, four additional new receptacles were found. The four receptacles will be installed at strategic locations throughout the Town.

30. PILOTS – Payments In Lieu of Taxes

Current Status: Town Attorney and Town Manager will complete research and report regarding cost and potential funding sources for required studies to implement a PILOT program. Report will be provided in February 8, 2011 Town Commission meeting.

31. Mobility Study: This project is allocated \$75,000 in the FY 10/11 Budget

Current Status: Shelley Eichner and Sarah Sinatra of Calvin Giordano and Associates, will review and report in February 2011. The work will be awarded to the one of new engineering contractor(s) and should commence in Spring 2011. The Mobility Fee requirement came out of Senate Bill 360. However, the Court found Senate Bill 360 unconstitutional. It is now going through the appeal process and all municipalities are waiting to hear the decision of the Appellate Court. If they uphold the decision that SB 360 is unconstitutional, then the Mobility Fee will not be applicable.

32. Community Center Supporters “Buy a Brick” program

Current Status: A sample brick was shown to the Town Commission during the December 14, 2010 meeting. Residents Cheryl Arnold and Pamela Behar agreed to volunteer to head up this program with Commissioner Karukin as the Town Commission liaison. Sample pavers to be shown at January 18, 2011 Town Commission meeting. Program fees will be announced at the February 8, 2011 Town Commission meeting. We are behind on this program and the volunteer committee will redouble its efforts to ensure that the bricks are funded and installed before the May 15, 2011 proposed opening date.

The following section of the Point of Light Report relates to items funded in the budget which are on-going. If a budgeted item has been completed, it will not appear in the report:

33. Establish a reserve policy for all fund types for capital outlay projects and smoothing rate increases

Current Status: This will be analyzed in the development of the Five Year Financial Plan and recommendations will be made. The Plan appears on the January 18, 2011 Town Commission agenda.

34. Complete open permit closeout in the Building Department

Current Status: Owners have been notified and closeout effort is underway. Approximately 25 percent of the open permits have been closed out by the Building Department.

35. Parking Study

Current Status: The Town Manager recommended \$22,500 per space and the Town Commission adopted the recommendation in the December 14, 2011 meeting. Item completed.

36. Review property and casualty insurance coverage

Current Status: Finance Director Marty Sherwood and Town Manager Roger Carlton met with and requested price quotations from the Florida League of Cities program to increase coverage levels. A report will be made to the Town Commission as soon as the quotes are received.

37. Lien Special Counsel: This will help in meeting the goal of placing and collecting liens for extreme violations

Current Status: Report provided by Town Attorney Lynn Dannheisser during the December 14, 2010 Town Commission meeting. Item completed.

38. Flag replacement: There is an allocation of \$1000 with the Parks and Recreation Department FY 10/11 Budget

Current Status: The funds will be utilized for the reinstallation of the three flag poles at the Community Center. Item completed.

39. Tourist Resort Tax Auditor program received a \$6000 allocation in the FY 10/11 Budget

Current Status: The RFP to select an auditor is being prepared.

40. Municipal parking lot renovation program: \$428,000 has been allocated in the FY 10/11 Budget for paving, sealing, restriping, concrete curb repairs, litter receptacles, improved lighting and landscaping and drainage services.

Current Status: This project will be awarded to the new engineering/architectural vendor(s) after a mini competition. Work should commence during Spring 2011.

41. Interior and exterior repainting of Town Hall

Current Status: Changer Order No. 3 to the Community Center project was approved during the November Town commission meeting. Color selection was approved upon advice from the Beautification Committee. Scheduling for the interior painting on weekends is being prepared by Building Director Paul Gioia and is estimated to require nine weekends. The exterior painting has begun with cleaning and preparing the building.

42. Solid waste collection vehicles: Staff was directed to prepare the RFB for October 2011 delivery of a new collection vehicle.

Current Status: Commissioner Olchyk has requested the Town Manager to review the frequency of collection on the December 14, 2011 agenda. A report appears on the January 18, 2011 Town Commission agenda.

43. Document imaging and scanner software: This \$26,500 project was funded in the FY 10/11 Budget

Current Status: Due to more pressing procurement items, etc. (VOIP, Maranon property and expiration of photocopier lease) this project has been pushed back until Summer 2011.

44. Phone system upgrade: This \$54,000 project was funded in the FY 10/11 Budget

Current Status: Town Clerk Debra Eastman and Town Manger Roger Carlton have reviewed the RFP. This project is assisted by Calvin Giordano and Associates. The RFP has been reviewed by the Miami Dade County Procurement Department and many valuable comments were made. Our thanks to Director Miriam Singer and her staff for this pro bono assistance. Contract award is expected in Spring 2011.

45. Bike Racks

Current Status: The Town Manager, Roger Carlton and Parks and Recreation Director Tim Milian have met to discuss the development of a comprehensive bicycle program for Surfside. A report will follow within 90 days.

46. Illegal right turns on red – Harding Ave

Current Status: Three No Right Turn on Red signs in the center of 95th, 94th and 93rd streets have been installed and the problem has been greatly reduced.

47. Whitefly

Current Status: An inspection of Surfside was held January 7, 2011 with the Commercial Urban Horticulture Agent for Miami-Dade. The Vice Mayor joined in the tour. We will receive a report soon, which will be forwarded to the Town Commission when available.

48. Florida National Guard Statement of Support

Current Status: Postponed from the December Commission agenda. This item appears on the January 18, 2011 Town Commission meeting agenda.

49. National Day of Service (MLK Jr. Birthday Public Holiday)

Current Status: The Police Department is utilizing their Senior Assistance Program database to produce a list of projects to help the Town's seniors. The students from Ruth K Broad K-8 Center will complete the tasks through the coordination of residents Richard Iacobacci and Dana Kulvin, Ruth K Broad K-8 Center PTA Chair. The Tourist Bureau Director is working with the Parks and Recreation Director on integrating an annual event on this date into the America the Beautiful initiative.

50. Library Assets

Current Status:

- Ruth K Broad K-8 Center: On December 11, 2010, teachers, students and parents packed over 200 boxes with books and VHS tapes (approximately 6000 items) for the school. These were delivered on December 15, and December 17, 2010.
 - Miami Jewish Health Systems: 8 boxes (approximately 125 books – the Judaica Collection) were picked up on December 28, 2010 *
 - Camillus House: 78 boxes (approximately 1400 books) were picked up on January 5, 2011*
 - Operation Paperback: 16 boxes (approximately 300 books) are scheduled to be picked up on January 8, 2011 *
- *These boxes were packed with the assistance of Surfside resident volunteers
- Surfside Resident Access was held January 8 and 9, 2011. Utilization was light and Staff relaxed the 5 book family quota.
 - Removal of the 6 containers of books from the rental warehouse to Better World Books is scheduled for January 26, 2011

- Remaining inventory to Miami-Dade Library Sale and Goodwill scheduled for the week of January 24, 2011
- Removal of Library Modular in February 2011 after negotiation of any repairs due to mounting of the shelves to the walls.

Additional Points added in January:

51. Set a “Meet the Town Manager” date

Current Status: The Mayor and Dana Kulvin are working to find a date for this event.

52. FAQ’s related to what a resident can expect during a permit inspection

Current Status: A draft is being prepared by Paul Gioia.

53. Clean up/update/enhance Town Website content

Current Status: Calvin Giordano and Associates has been given direction to clean up old information. The Communication Committee is working on the larger issue of improving the site.

54. Status of distribution of Ruth K. Broad K-8 Center District Boundary Resolution

Current Status: Debbie Eastman has sent out all required copies. Item completed.

55. Future of independent Employee Holiday Fund

Current Status: Town Manger Roger Carlton will meet with Julia Magnani on January 21, 2011 to discuss alternative methods to reward Town Employees during the holiday season.

56. Status of Surfside’s Santa Claus (currently at the Log Cabin Nursery)

Current Status: Investigation underway.

57. Explore development of local preference provision in service-related solicitations

Current Status: There is already a procedure in place which will be reinforced with Staff. Town Clerk/Procurement Director Debbie Eastman will be responsible.

58. Respond to inquiry related to the history of Surfside’s volunteer fire department

Current Status: Research underway.

59. Electric car charging stations

Current Status: Staff has obtained the City of Sunny Isles Beach RFP and will make a report during the February 8, 2011 Town Commission meeting.

The following items have been completed. Items have been deleted from the December 2010 Points of Light.

10. Code enforcement amnesty program: Building Official, Paul Gioia will give an update at the November Town Commission meeting on the status of the code enforcement amnesty program.
14. Process for ordinance hearings: Town Manager, Roger Carlton and Town Attorney, Lynn Dannheisser will review and suggest a more efficient process for ordinances to be heard by both the Town Commission and Planning and Zoning Board. A report will be made to the Town Commission at their November meeting.
16. After action document mailing: Town Manager, Roger Carlton to review former Vice Mayor Marc Imberman's newsletter and determine if the newly created after action document could be mailed to that email group.
20. Kindle Wireless reading devices available in the reading room of the Community Center Addition
31. Bal Harbour Juice Bar
32. Lot on 96th Street owned by Young Israel complaints of trash
36. Plaque in Veteran's Park for J. Coto Eagle Scout beautification effort
52. E-mail Archive Spam Filter project: This \$8000 project was funded in the FY 10/11 Budget



Town of Surfside Commission Communication

Agenda Date: January 18, 2011

Subject: Town Manager's Report Point of Light #22

Objective: Institute credit card use in Utility Department in person and online

Background:

In an attempt to modernize the procedures for the collection of Town revenue in person and online, it is recommended that the Town lease the multi-merchant credit card terminal recommended by our banking institution. The cost to lease the terminal and pin pad is \$31 a month for 48 months.

Entering into the lease will make credit card use available to the residents of the Town of Surfside in order to pay water, sewer, stormwater or solid waste bills. Usage of credit cards will be expanded later for building permits, camps, other recreation fees, etc.

In order to allow on-line credit card payments of utility bills, the Town will also need to purchase a "gateway" for an additional \$375. The gateway will allow the online payment to go straight to the Town's bank, SunTrust, who will then generate an email to the Utility Department for the posting of the payment.

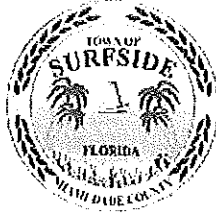
The Town Clerk is currently working with the IT Department to provide whatever changes are necessary to the website to add the online payment function.

A convenience fee will be charged by the Town for use of a credit card that is equal to the cost to the Town to offer the service. Further study is being done in order for the Town Manager to establish the appropriate credit card convenience fee.

The ability to use credit cards in person will be available first, with the online segment to follow shortly thereafter. It is estimated that the entire system will be functional by March, 2011.

Department Head

Town Manager



Town of Surfside

Agenda Date: January 18, 2011

Subject: Grant Coordinator

From: Roger M. Carlton, Town Manager

Background: In previous fiscal years the Town has contracted a grants writer on a per grant basis.

For Fiscal Year 10/11, \$18,000 is allocated for staffing grant research. To date \$4000 has been allocated to grant applications completed by Calvin, Giordano & Associates:

Agency	Amount	Submitted	Award	Likelihood
SFWMD	\$570,000.00	October 15, 2010	Mid-summer	Fair
FEMA	\$2,983,537.50	October 8, 2010	Mid-summer	Good

Therefore there is a balance remaining of \$14,000 for further grant research.

eCivis: Brought to the attention of Town Administration by Commissioner Karukin, this is a robust electronic system for grant research (www.ecivis.com) . Entering a maximum of ten search agent criteria, eCivis will electronically notify the Town of potential grants after searching all Federal, State and foundation grants. The service also maintains a database of available grant writers and their specialties. Deadline alerts and on-demand project status reports are also available. The cost is \$3,000.00 per year. Please see attachment.

Managing the process: Town Administration will continue to minimize out of pocket expenses while trying to maximize the grant application success rate.

If Town Commission approval is given to utilize eCivis during the January 18, 2011 Town Commission Meeting, the \$11,000 balance remaining will be support staff efforts to go after grants and include the use of outside grant writers. We believe that a combination of the eCivis search engine with staff and outside writers will maximize our potential success while avoiding the need to recruit additional staff.

A handwritten signature in black ink, appearing to read 'R. Carlton', written over a horizontal line.

Roger M. Carlton, Town Manager



What if you could...

- Implement a comprehensive and centralized approach to grant management in order to better coordinate cross-departmental monitoring, training, reporting, and audits?
- Dramatically reduce grant management costs from 5-20% of total grant funding to 0.25%?
- Transform your research, communication, and review process with a single place to search for distilled, relevant, and actionable grant opportunities?
- Put grants management on auto-pilot with automated advanced notifications, deadline alerts, and on-demand project status?
- Support both departments and CBOs in securing millions of dollars in funding to keep services flowing?

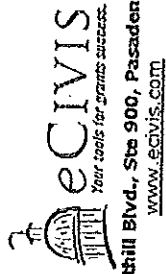
Top 10 Reasons to Have a Research & Grants Management Software System

You've been dreaming of ways to not perish in the hyper-competitive fight for grant dollars and have considered incorporating a grants management software system into your grant active organization. But why should you make this investment? By understanding the following 10 key reasons, you will no longer have to say "What if I could...":

1. **Old Ways of Doing Grants are Dead:** It's simple, those that innovate win. Grant active organizations that innovate and use the best available technologies to research and apply for grants win.
2. **Find Grants Easily:** Grants are hard to find using traditional methods. You need a system that makes it easy. A grants management software system provides extensive visibility to available grant funding dollars with a comprehensive database of Federal, State, and Foundation grants that represent billions of dollars in funding.
3. **Make Grants Easy to Analyze and Understand:** Analyzing grants to understand eligibility, award, application, compliance, and other key aspects is time consuming and difficult. A grants management software system not only streamlines the grant dollar discovery process and reduces research time by 80%-90%, but it also provides tens of thousands of annual hours of expert analysis, summarization, and indexing of grant programs.
4. **Keep Up-to-Date with Changes to Grants:** Application dates, amounts, eligibility requirements, etc., all may change from the initial publication of a grant. A grants management software system ensures early warning and timely response to relevant grant opportunities with advanced search, results filtering capabilities, and configurable real-time email alerts.
5. **Provide Visibility to Your Organization's Grant Activities:** A grants management software system provides leadership with the information needed to optimize your grant management investment with a real-time grants management scorecard of key performance indicators (KPIs).
6. **Coordinate Cross-Departmental Grant Activities:** For most organizations, it is difficult, if not impossible, to coordinate grant efforts across departments and with outside key stakeholders. Many times, this results in grant conflicts, wasted efforts, and lackluster performance. A grants management software system saves time, money, and frustration associated with manual processing of previously uncoordinated cross-departmental tasks and provides a centralized administration and a life-cycle view of activity from research and reward to compliance and audit.
7. **Align Grant Activities with Your Organization's Goals:** It's tough to meet your strategic goals when you lack visibility and the ability to track who is doing what in your grants organization. The result? Grant activities that are miss-aligned with your strategic pursuits. A grants management software system ensures visibility, accountability, and alignment of grant activity relative to organizational priorities with reliable tracking of grant and project financials, goals, and performance metrics.
8. **Keep the Money You are Awarded:** The real work starts after you win a grant. You must ensure that you are meeting all project and compliance deadlines. If you don't, you face the reality of leaving grant money "on the table". A grants management software system eliminates the financial risk of not meeting all application, project, reporting, and reimbursement deadlines.
9. **Build a Winning Grants Infrastructure:** To win at the game of grants, you must have a winning team and an efficient supporting infrastructure. The challenge today is that, unless your organization is already built and running on all cylinders, you have to work quickly to win in today's hyper-competitive environment. A grants management software system builds organizational competency and grant management process maturity through a collection of tools, resources, trainings, and publications.
10. **Maintain and Enhance Grants Personnel's Professional Competencies:** From the grants rookie to the most experience grants staffer, everyone benefits from a solid education. A grants management software system enables grants professionals to come up to speed quickly on key issues and hone their individual skills.



Features / Functionally	eCIVIS	Grants.gov
Federal Grants	X	X
State Grants	X	
Foundation Grants	X	
Keyword Search	X	X
CFDA # Search	X	X
Category Search	X	X
Grant Type Search	X	
Eligibility Search	X	X
Application Due Search	X	
Matching Type Search	X	
Geo Filter Search	X	
Agency Search	X	X
Save Search	X	
Save Grant	X	
Save Grant Alerts	X	
Save Search Alerts	X	
Details Rollover	X	
Email Grant	X	
Print Grant	X	
Grant Summary	X	Very Limited
Financial Summary	X	Very Limited
Program Officer Notes	X	
Program Officer Contact Information	X	
NOFA File	X	
Application File	X	X
Standardized Format	X	X
Live Search Support	X	
Live Customer Support	X	



3452 E. Foothill Blvd., Ste 900, Pasadena, CA 91107
www.ecivis.com

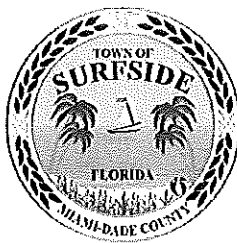
**Price Quotation for Grants Network ("GN")
 Surfside, FL**

This quote is valid through: **Tuesday, November 30, 2010**

eCivis Products		Description	Units	Unit Price	Total Price
GN: Research Single License		Federal, State*, and Foundation Grants	1	\$ 3,000	\$ 3,000
GN: Knowledgebase 2.0 Single License		Courses, Subject Briefs, Project Trends	0	\$ -	\$ -
GN: Tracking & Reporting 2.0 Single License		Grants Management and Reporting	0	\$ -	\$ -
Product Sub-Total				\$ 3,000	\$ 3,000
eCivis Services		Description	Units	Unit Price	Total Price
GN: Product Training		Onsite Training (Units are in business days)	0	\$ 3,000	\$ -
Services Sub-Total				\$ -	\$ -
TOTAL PRICE					\$ 3,000

The products and pricing provided in this quote are for consideration of a sale. The receipt of this quote does not constitute acceptance of an order or a confirmation of an offer to sell. All sales shall be defined in a formal contract subject to execution by Customer and eCivis.

* State product currently available in AZ, CA, CO, FL, GA, IL, MI, MO, NC, NJ, NY, OH, PA, SC, TX, VA, WA



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney *[Signature]*

CC: Roger M. Carlton, Town Manager
 Debra E. Eastman, M.M.C., Town Clerk

DATE: January 18, 2011

SUBJECT: Town Attorney Monthly Update for January 2011

The following **Ordinances and Resolutions** have been prepared (and/or reviewed and researched) or other advice rendered regarding the issues contained in them. In the case where agreements are attached, those contracts have also been drafted and/or reviewed and revised this month:

Ordinances:

1. Curb Cuts
2. Boat Parking
3. Outside Employment

Resolutions:

1. Debris Monitoring Agreement
2. FDLE Grant
3. Mutual Aid Agreement with Aventura
4. Mutual Aid Agreement with North Miami
5. Reappropriation of Legal Department Funds
6. Code Enforcement Resolution –Version A & Version B
7. Retention of Outside Counsel
8. Police Confiscation Funds
9. Work Authorization Number 41 With Calvin, Giordano Authorizing the Preparation Of Construction Plans For Surfside Infrastructure Improvements For Dry Sewer Line

10. Work Authorization Number 42 With Calvin, Giordano Authorizing Construction Administration, Construction Inspection and Engineering During Construction of the Water, Sewer, Storm Drainage Project
11. Work Authorization Number 43 With Calvin, Giordano Authorizing the Public Information Program for the Infrastructure Rehabilitation Project
12. Work Authorization Number 45 With Calvin, Giordano Authorizing A Topographic Survey On Roads
13. Work Authorization Number 46 With Calvin, Giordano Authorizing the Pavement Restoration Plan
14. Honor Commending Rev. Dr. Priscilla Felinsky White for service to Church By the Sea of Bal Harbour

Planning & Zoning Board:

The Town Attorney has met with the Town Manager and Planners for follow-up to address issues relating to the Special Commission Meeting held Jointly with the Design Review Board on December 9, 2010. The Joint Committee voted to accept the recommendations of the Joint Report as amended to include the consideration of parking and/or accessory uses to be included in H-30C.

The amendatory legislation has been researched and prepared by the Planners and this Office for consideration by the Planning and Zoning Board at the January meeting and several meetings have been had with respect to these items.

P & Z meeting held on December 16, 2010 included the following items:

DRB

9480 Harding Avenue – Sign

9480 Byron Avenue – Garage Conversion

LPA

Curb Cuts

Psychic Reading and Consultation as a Permitted Use Ordinance

P & Z Discussion Items

Boats

The Office has also worked with the Town Manager re: creation of improvements to overall vision to the Town including downtown planning, streetscape issues and the like.

Meetings have been held with planners, the Town Manager, the property owners and their counsel regarding resolution of outstanding issues related to the proposed hotel for 9200 Collins Avenue.

Work has also been done relative to the pending sale of the Beach House property.

The sign application for the psychic consultation business has been recently submitted for review and comment by the planners, attorney and will be prepared for hearing at the DRB in February.

Building Department/Code Enforcement:

Pursuant to the December 2010 Town Commission request, the Town Attorney prepared two Resolutions (Version A and Version B) authorizing the Town Manager to appoint Code Enforcement Officers for the Town who may include Law Enforcement Officers.

The Town Attorney continues to work with the Building Official relating to historic preservation issues, issuance of zoning permits under the current zoning code, parking lot requirements, monitor FEMA violations, continues to give advice and handle calls from staff and residents relative to Community Center issues, and the feral cat concerns.

Personnel Appeals Board (“PAB”):

Continuing monitoring, meetings, call and advice relative to the investigation arising from the appeal of termination of Jose J. Perea. Review and comment on the proposed Last Chance Agreement and potential waiver of claims.

Human Resources Department:

The Town Attorney has worked with the Town Manager and Human Resource director on several issues relating to Town personnel and policies and procedures.

Finance Department:

Review and analysis of Financial Advisor Contract and supporting documents.

Police Department: strategize, analyze and review with Police various issues including:

Red light camera video screening

Privacy issues related to surveillance and publication of same

Public Works:

Assist and advise Acting Public Works Director on several issues.

Parks and Recreation:

Photo/Film permitting and concession stand issues.

Tourist Bureau:

Analysis and advice re Tourist Bureau Downtown Development issues.

Community Center:

Review issues relative to Community Center and parking requirements.

Special Matters:

Analysis and continued research of historic preservation tax issue.

Parking Trust Fund; review of other cities handling of this issue

Advice relative to Maranon property resolution and other potential property acquisitions.

Litigation:

John Davis v. Town of Surfside Case No. 07-17286 CA 08, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. This case has been consolidated with a previous case filed by a former sergeant in the Town's police department. Settlement discussions have been unfruitful. Non-Jury Trial has been scheduled for March 14, 2011. Trial preparation is ongoing.

Candy Miller v Surfside Case No. 10- 49676 filed in Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. This case alleges the Town has prohibited Candy Miller from operating a business and revoked her occupation license for failure to disclose her occupation engaging in astrological consultation, tarot card reading, psychic reading and palmistry. Per the Settlement Agreement approved at the November 9, 2010 Commission meeting, we have amended the code to allow psychic reading and consultation as a permitted use in SD-B40 (Downtown Business) District as a second floor use and subject to all other regulations. Ms. Miller's business application has been approved, her business tax receipt has been issued and she has submitted a sign application for approval before the design review board. This case may be dismissed by Plaintiff's counsel by the time you receive this report.

Young Israel of Bal Harbour, Inc. v. Town of Surfside Civil Action No. 1:10-cv-24392 in the United States District Court for the Southern District of Florida. On December 10, 2010, Young Israel served a complaint alleging the Town Zoning Code imposes a substantial burden on Young Israel in violation of the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA). Young Israel is asking the Court to grant the following: a preliminary and permanent injunction against the Town and to enjoin the Town from taking any action to prevent, hinder or interfere in any manner with construction of the proposed synagogue; a permanent injunction ordering the Town to adopt amendments to the Town Zoning Code and to issue permits and licenses as are necessary to permit construction of the proposed synagogue; a judgment for \$5,000,000 plus interest and costs for actual and punitive damages; a judgment for attorney's fees; and any further relief the Court deems just and proper.

The Town Attorney has reviewed, researched and analyzed the counts of the complaint, recommended outside counsel and met with said counsel in preparation for meeting with the Town of Surfside Commission. On Thursday, January 6, 2011 at 6:30 p.m, the Town Attorney and proposed outside counsel met in a special executive (Attorney-Client) Session to discuss the litigation strategy on this issue. The Town Commission has decided to vigorously defend against this claim and this Office is assisting in the preparation of this case.

Hapuarachchi v Surfside Miami -Dade Case No. (F98-450) Hapuarachchi filed for a re-hearing of the Court's order denying her motion for return of property. The Court requires Ms. Hapuarachchi to pay a fee to reopen the underlying case before it will consider her most recent Motion.

Florida League of City Cases:

We monitor, coordinate witnesses from our staff, and confer with League counsel on these cases that are covered by the FMIT:

Warren Blum v. Town of Surfside Case No. 02-19134 CA 08

This action commenced in 2001 against the Town, former Town Manager, Rodriquez and former Police Chief, Boemler. Blum, a former police officer alleges breach of contract, violation of

policeman's bill of rights and fraud in the inducement. A Calendar Call was scheduled for October 4, 2010 and Judge Cardonne-Ely granted Plaintiff's motion for continuance and removed the case from the trial calendar. The Judge indicated that the case would be reset for trial sometime in 2011. We await a new trial order. Pursuant to the FMIT policy, the Town is responsible for only the \$5,000 deductible. FMLA counsel and the Town Attorney's office have been in frequent contact to discuss this matter and as of this date, no settlement has been reached. **NO CHANGE.**

Dina Agin v. Town of Surfside Case No. 07-41974 CA 30

Dina Agin filed a complaint seeking damages for injuries allegedly arising from a trip and fall accident due to a defective condition on the property/premises/sidewalk near the corner of 96th Street and Bay Drive in the Town of Surfside. League counsel has informed our office that the hearing on Plaintiff's motion to compel DOT's responses to discovery, motion to special set the case for trial and the Plaintiff's second partial motion for summary judgment was cancelled and will be rescheduled. **NO CHANGE.**

Piedad Uejbe and Americo Wehbe: Claims by Piedad Uejbe and Americo Wehbe are filed pursuant to Florida Statute 768.28. These claims are currently under pre-suit investigation by the Florida League of Cities in accordance with the Town's insurance policy and subject to the attorney-client privilege. It appears the primary allegations in the claims arise from an arrest of both Claimants by the Surfside Police Department on September 27, 2007. This office is working with the Police Department and Florida League of Cities to sort out the facts. **Investigation is on-going.**

Research Issues:

Postmark as Date Of Acceptance for utility payments
Lot Aggregation
Red Light Camera Video Streaming
Charter School Land Use Regulations

Continued monitoring of legislation out of Tallahassee and Miami Dade County.

The December outside counsel invoices are attached per the Vice Mayor's request. The entries that are privileged are redacted.

Lewis, Stroud & Deutsch, PL

1900 Glades Road
Suite 251
Boca Raton, FL 33431
Tel 561-826-2800 Fax 561-826-2828

Rev
D/L/10/11
1/10/11

January 03, 2011

Invoice

Lynn Dannheisser
Town Attorney, Town of Surfside
9293 Harding Avenue
Surfside FL 33154
USA

In Reference To: Elizabeth Bankes v. Town of Surfside Case No.: 10-24860 CA22
Our File No.: 61000
Matter: Hotel Zoning

Invoice # 2715
Federal ID #
20-338-5521

For Professional Services Rendered:

	<u>Hours</u>	<u>Amount</u>
12/6/2010 NES Telephone conference with Mr. Spenser and Ms. Dannheisser; followup conference with Ms. Dannheisser and Town Attorney regarding response to Mr. Spenser's latest letter.	1.00	200.00
12/7/2010 NES Draft correspondence to Mr. Spenser; transmit to Ms. Dannheisser for her review and comments	0.60	120.00
12/8/2010 NES Finalize correspondence to Mr. Spenser after review of comments by Ms. Dannheisser; respond to requests from Mr. Spenser	0.80	160.00
12/23/2010 NES Telephone conferences with town planner	0.30	60.00
12/28/2010 NES Review correspondence from Ms. Dannheisser; review code and respond	0.30	60.00
Total professional services rendered	3.00	\$600.00

Disbursements Incurred:

12/15/2010 JS Westlaw for November, 2010	33.42
12/30/2010 JS Copying cost for December, 2010	3.50
Total Disbursements Incurred:	\$36.92

Total amount of this bill

\$636.92

Previous balance

\$1,323.80

Accounts receivable transactions

12/27/2010 Payment - Thank You No. 083288

(\$1,323.80)

Total payments and adjustments

(\$1,323.80)

Balance due

\$636.92

Invoice Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Nancy E. Stroud	3.00	200.00	\$600.00

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL ASSOCIATIONS

MIAMI-DADE OFFICE

2525 PONCE DE LEON BOULEVARD

SUITE 700

CORAL GABLES, FLORIDA 33134

TELEPHONE 305-854-0800

FACSIMILE 305-854-2323

WWW.WSH-LAW.COM

BROWARD OFFICE

200 EAST BROWARD BOULEVARD • SUITE 1900

FORT LAUDERDALE, FLORIDA 33301

TELEPHONE 954-763-4242 • FACSIMILE 954-764-7770

*OF COUNSEL

December 17, 2010

RECEIVED
12-23-2010

*Received -
No pay
due 1/4/11*

- LORI ADELSON*
- LILLIAN M. ARANGO
- BROOKE P. DOLARA
- RAQUEL ELEJABARRIETA
- CHAD S. FRIEDMAN
- OLIVER GILBERT*
- R. BRIAN JOHNSON
- JOHN J. KENDRICK III
- HARLENE SILVERN KENNEDY*
- KAREN LIEBERMAN*
- JOHANNA M. LUNDGREN
- ALEIDA MARTINEZ MOLINA*
- KATHRYN M. MEHAFFEY
- MATTHEW PEARL
- JOHN J. QUICK
- AMY J. SANTIAGO
- DANIEL A. SEIGEL
- GAIL D. SEROTA*
- JONATHAN C. SHAMRES
- ESTRELLITA S. SIBILA
- ALISON F. SMITH
- ANTHONY C. SOROKA
- EDUARDO M. SOTO
- JOANNA G. THOMSON
- MICHELLE D. VOS
- PETER D. WALDMAN*
- JAMES E. WHITE
- DEREK R. YOUNG
- SAMUEL I. ZUSKIND

- MITCHELL BIERMAN, P.A.
- NINA L. BONISKE, P.A.
- MITCHELL J. BURNSTEIN, P.A.
- JAMIE ALAN COLE, P.A.
- STEPHEN J. HELFMAN, P.A.
- GILBERTO PASTORIZA, P.A.
- MICHAEL S. POPOK, P.A.
- JOSEPH H. SEROTA, P.A.
- SUSAN L. TREVARTHEN, P.A.
- RICHARD JAY WEISS, P.A.
- DAVID M. WOLPIN, P.A.

- DANIEL L. ABBOTT
- AARON BEHAR
- GARY L. BROWN
- IGNACIO G. DEL VALLE
- ALAN L. GABRIEL
- DOUGLAS R. GONZALES
- EDWARD G. GUEDES
- JONATHAN Z. KURRY
- MATTHEW H. MANDEL
- ALEXANDER L. PALENZUELA-MAURI
- ANTHONY L. RECIO
- BRETT J. SCHNEIDER
- CLIFFORD A. SCHULMAN
- LAURA K. WENDELL

Lynn Dannheisser, Esq.
Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Dear Lynn:

Enclosed you will find invoices for services rendered for the month of November 2010. Please do not hesitate to contact me should you have any questions.

As always, thank you for your continued confidence in our Firm.

Sincerely,

Joseph H. Serota

jjv
Enclosure

**WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.**

2525 Ponce de Leon Boulevard
Suite 700

Coral Gables, Florida 33134

305-854-0800

Fax 305-854-2323

Tax ID No. 20-8112403

Town of Surfside, Florida
9293 Harding Avenue
Surfside, FL 33154

December 16, 2010
Invoice # 124243

CLIENT: 0286 - Town of Surfside, Florida
Re: 003 General Labor

For Professional Services Rendered

Date	Services	Hours	Amount
11/09/10 re	Telephone Conference With Mr. Allen Regarding Status Of ██████████ Leave	0.20	43.56
11/11/10 re	Determine Possible Issues With Investigation Concerning ██████████	0.40	87.13
11/16/10 re	Telephone Conference With Mr. Allen Regarding Status Of Investigation	0.20	43.56
11/19/10 re	Review And Analyze Preliminary Report On Investigation Concerning ██████████ Draft Correspondence To ██████████ Re Commencement Of Investigation By Town	1.20	261.40
11/22/10 bjs	Review And Revise Draft Notice Of IA ██████████	0.20	43.56
11/22/10 re	Review Correspondence Re ██████████s Administrative Leave; Draft Correspondence Re Same	0.30	65.35

Summary of Services

	Rate	Hours	Amount
re Raquel Elejabarrieta - Associate	217.80	0.40	87.12
re Raquel Elejabarrieta - Associate	217.82	0.40	87.13
re Raquel Elejabarrieta - Associate	217.83	1.50	326.75
bjs Brett J. Schneider - Shareholder	217.80	0.20	43.56
Total Professional Services		2.50	\$544.56

Client Ref: 0286 - 003
Invoice # 124243

December 16, 2010
Page 2

Invoice Summary

For Professional Services	544.56
For Disbursements Incurred	0.00
Total this Invoice	<u><u>\$544.56</u></u>
Past Due Balance	<u>\$108.92</u>
Total Balance Due	<u><u>\$653.48</u></u>

**WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.**

2525 Ponce de Leon Boulevard
Suite 700

Coral Gables, Florida 33134

305-854-0800

Fax 305-854-2323

Tax ID No. 20-8112403

Town of Surfside, Florida
9293 Harding Avenue
Surfside, FL 33154

MAY CONTAIN
UNCLASSIFIED / CLASSIFIED PRIVILEGED
INFORMATION EXEMPT FROM PUBLIC
DISCLOSURE CONTACT US DIRECTLY

December 15, 2010
Invoice # 124205

CLIENT: 0286 - Town of Surfside, Florida, Inc.
Re: 052 RLUIPA Issues

For Professional Services Rendered

Date	Services	Hours	Amount
11/15/10 slt	Review Files and Draft Correspondence; Prepare for Meeting with Town Attorney, Town Manager and Mayor; Search for Information on Potential Opposing Counsel	1.10	239.62
11/16/10 slt	Prepare For And Meet With Town Attorney, Town Manager And Mayor Re Issues; Draft Correspondence Re Tenth Circuit Case And Further Developments; Follow Up	1.50	326.76
11/18/10 slt	Settlements		
11/22/10 slt	Review Recent Case Re Limitation Or Exclusion Clause; Draft Related Correspondence; Confer With Town Planner Re Nature Of Information Needed Re Other Synagogues	0.30	65.35

Do not PM

Summary of Services

	Rate	Hours	Amount
slt Susan L. Trevarthen - Shareholder	217.83	0.30	65.35
slt Susan L. Trevarthen - Shareholder	217.84	2.60	566.38
slt Susan L. Trevarthen - Shareholder	217.85	0.40	87.14
Total Professional Services		3.30	\$718.87

Invoice Summary

For Professional Services	718.87
For Disbursements Incurred	0.00
Total this Invoice	<u><u>\$718.87</u></u>

= 87.14
631.73

MD

GRAYROBINSON

Attorneys At Law
Suite 1400
301 E. Pine Street
Post Office Box 3068
Orlando, Florida 32802
Telephone (407) 843-8880
Federal ID # 59-1300132

RECEIVED
12/7/2010

[Handwritten signature]

Lynn M. Dannheisser, Esq.
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Remittance Address:
P.O. Box 3068
Orlando, Florida 32802-3068

Attorney: Zelkowitz, Steven W

Statement of Account as of December 8, 2010 For Client Account No.: 812106

Invoice Number	Invoice Date	Mat #	Matter Name	Amount Billed	Amount Received	Balance Due
10125742	12/08/10	2	9540 Collins Avenue Parking Area	\$1,237.50	\$0.00	\$1,237.50
Totals:				\$1,237.50	\$0.00	\$1,237.50

0-30 Days	31-60 Days	61-90 Days	91+days	Balance Due
\$1,237.50	\$0.00	\$0.00	\$0.00	\$1,237.50

Note: Payments received after the statement date will be reflected on your next statement.

GRAY ROBINSON

Attorneys At Law
Suite 1400
301 E. Pine Street
Post Office Box 3068
Orlando, Florida 32802

Telephone (407) 843-8880
Federal ID # 59-1300132

Lynn M. Dannheisser, Esq.
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

December 8, 2010
FILE # 812106 - 2

Statement # 10125742

Re: 9540 Collins Avenue Parking Area Expansion and Improvements Project

This summary includes all transactions on the above matter processed up to and including the date of the last transaction shown on this invoice. Any transactions, including credits or receipts processed after that date will be reflected on a future statement.

CURRENT FEES:	\$ 1,237.50
CURRENT DISBURSEMENTS:	\$ 0.00
CURRENT BALANCE DUE:	\$ 1,237.50

0753

REMITTANCE COPY

Please return this remittance copy with your payment for proper allocation.
PAYMENT IS DUE UPON RECEIPT

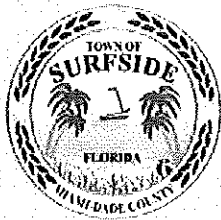
Fees

11/15/10	SWZ	Prepare Price Form; exchange correspondence.	2.70	\$ 607.50
11/29/10	SWZ	Continue drafting exhibits including proposal bond form; contract execution form and certificate as to corporate principal.	2.80	\$ 630.00

NAME	HOURS	RATE	AMOUNT
Zelkowitz, Steven W	5.50	\$ 225.00	\$ 1,237.50
Current Fees:			\$ 1,237.50

Disbursements:

Description	Amount
Current Disbursements	\$0.00



TOWN OF SURFSIDE

9293 Harding Avenue
Municipal Building
9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863
(305) 861-1302

Page 1
Town of Surfside
Projects Progress Report

Daniel Dietch
Mayor

Joe Graubart
Vice Mayor

Marta Olchyk
Commissioner

Michael Karukin
Commissioner

Edward Kopelman
Commissioner

Roger M. Carlton
Town Manager

TOWN OF SURFSIDE PROJECTS PROGRESS REPORT JANUARY, 2011

1. **Community Center** – The roof slab was poured in late December. This concrete pour required 540 cubic yards, or 54 truck loads, of concrete to complete. The roof slab will need to cure in the forms until the concrete reaches a specified strength. The forms for the roof slab and support framing will be removed entirely after fifteen days of curing has occurred. After the forms and shoring have been removed work on the glass exterior of the building will begin. Work on the Activity Pool began in December and will continue into January. The Activity Pool has been excavated, plumbed and the Contractor is now installing structural steel.
2. **Planning and Community Development** – Staff transmitted the Capital Improvements Element update, which was adopted on November 9, 2010, to the Department of Community Affairs (DCA) on November 18, 2010. DCA found the CIE in compliance with the State Statutes and issued the Notice of Intent on December 30, 2010. Staff also prepared ordinances relating to changes for boats and curb cuts on lots resulting from the code hearing in August, which were presented to the Planning and Zoning Board on December 16, 2010. Staff is preparing the ordinance text for the zoning changes resulting from the December 9, 2010 Joint Meeting. Planning staff continues to answer general zoning calls and emails from the public and to review building permits for conformance with the zoning code.
3. **Website, Information Technology, TV Broadcasts** - The Town has ordered three network switches to replace the switches currently installed that belong to Calvin, Giordano & Associates (CGA). The IT Department investigated the possibility of adding AT&T's U-Verse service to the broadcast feed and we are continuing to work with the Town Manager Roger Carlton to determine the cost and possibility for making the town channel available for U-Verse broadcast. The Communications Committee is meeting with the Town Clerk to develop new ideas for the website and the electronic communication used by the Town. CGA will be modifying the RFP for the new phone system based on the absence of a conduit installed between Town Hall and the Community Center. The RFP for replacement of the front office copier has been provided to the Town Clerk. IT staff is gathering quotes for wireless lapel microphones for the commissioners to use for meetings, as instructed by the Town Clerk. The RFP for the Voice Over Internet Protocol (phone replacement) as funded in the FY 10/11 budget has been completed and will be advertised during January, 2011.

4. Public Utilities / Engineering –

Stormwater System

Construction plans and specifications – 100% complete. Submitted for City review on 11/18/10 with comments expected soon.

Permits – All permits obtained except contractor DERM permit and contractor FDEP well permit.

Construction schedule – Advertisement goal of 02/9/11 with anticipated construction duration goal of 15 months. CGA and staff are studying the option of an “early bonus system” to achieve this ambitious schedule.

Grant status - FDEP \$873,500	– In place
FDEP \$125,000	– In place
FDEP \$100,000	– In place
FDEP \$2,949,550	– In process.
SFWMD \$570,000	– In process

Sanitary Sewer Collection System

Construction plans and specifications – 95% complete for collection system upgrades and sewage lift station refurbishment. Submitted for City review on 11/18/10 with comments expected soon

Permits – WASAD approval pending City approved plans.

Construction schedule – Advertisement goal of 02/9/11 with anticipated construction duration goal of 15 months. CGA and staff are studying the option of an “early bonus system” to achieve this ambitious schedule.

Water Distribution System

Construction plans and specifications – 95% complete. Submitted for City review on 11/18/10 with comments expected soon.

Permits – WASAD and DERM approved. HRS pending; response expected by 2/1/2011.

Construction schedule – Advertisement goal of 02/9/11 with anticipated construction duration goal of 15 months. CGA and staff are studying the option of an “early bonus system” to achieve this ambitious schedule.

Grant status - FDEP \$829,000 – In place

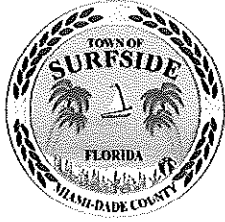
Stormwater Master Maintenance

The stormwater drainage system is being cleaned and maintained on a yearly basis as required by the National Pollution Discharge Elimination System Permit. Repairs and replacement program coincide with the Florida Department of Environmental Protection Stormwater project and grants

Florida Department of Transportation Local Agency Program

CGA assisted the Town with the Florida Department of Transportation Local Agency Program (LAP), which allows access to additional funding within the State right of ways, such as the replacement of handicap ramps, bus stop pads and solar lights along 92nd Street between Harding and Collins Avenue. This project is under construction with no matching funds required from the Town.

5. **Neighborhood Improvements** - CGA prepared initial cost summaries and preliminary strategies for implementing a street tree/tree canoping program for the Town. The goal is to enhance the quality of the residential districts by employing the benefits of street trees, including added property values, shade, and micro-climate/heat island impacts. The provision of street trees have been conceptualized so that they also provide for opportunities with traffic calming, particularly at the street corners and at the mid-blocks, so as to further the livability of the streets and potentially protect both pedestrians and children who may be playing, bicycling or transiting in the street. The initial, suggested strategy seeks to use trees as a neighborhood wayfinding, and community branding element, where specific trees would be used as typical plantings on north-south streets, different from those east-west and potentially flowering trees at the intersections. These, essentially, will constitute the fundamentals of a tree master plan that seeks to continue and further the neighborhood enhancement goals expressed in the community charrette document and already begun through zoning and design guidelines regulation adoptions. The approach will be further developed pending a walk-through with Town Staff to assess the existing conditions, existing constraints, and potential opportunities. The project will be presented to the Town Commission before the bid award for the water/sewer/storm drain project is awarded and will be implemented if funds are available in the bond issue.



Commission Communication

Agenda Item # 3G

Agenda Date: January 18, 2011

Subject: Renewal of the Disaster Debris Monitoring Services Contract


Background: In October 2008, O'Brien's Response Management Inc., was awarded a competitively bid contract with the Town to provide disaster debris monitoring services. Fortunately, it has not been necessary to utilize their services. Due to an oversight by Staff it was discovered that the contract was not renewed in a timely manner and had lapsed. Town staff recommends that the contract be renewed for a period of two (2) additional years until October 2012. (Attachment A)

Analysis: N/A


Budget Impact: As services are rendered in accordance with the fee schedule in the previous contract. The prices from the previous contract have been renewed at the same level. (Attachment B)

Staff Impact: None

Recommendation: It is recommended that the Surfside Town Commission approve the two (2) year renewal contract for disaster debris monitoring services with O'Brien's Response Management Inc. It is critically important that this service be available well in advance of a storm.



John Di Censo
Assistant Chief



Roger M. Carlton
Town Manager

RESOLUTION NO. 2011 _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE CONTRACT RENEWAL WITH O'BRIEN'S RESPONSE MANAGEMENT, INC. FOR TWO YEARS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT RENEWAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT RENEWAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") awarded O'Brien's Response Management Inc. a contract for disaster debris monitoring services; and

WHEREAS, O'Brien' Response Management Inc. has been providing debris monitoring services for the Town since 2008; and

WHEREAS, O'Brien's Response Management Inc. has the experience and expertise necessary to provide these services; and

WHEREAS, it is in the best interest of the Town to approve the Contract Renewal in substantial form with O'Brien's Response Management to provide disaster debris monitoring for two (2) additional years.

NOW, THERE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Contract Renewal. The Contract Renewal between O'Brien's Response Management and the Town of Surfside to provide disaster debris monitoring services, a copy of which is attached as Exhibit "A", together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Contract Renewal.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend funds to implement the terms and conditions of the Contract Renewal.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Contract Renewal on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Contract Renewal and to execute any extensions and/or amendments, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

EXHIBIT A
ATTACHMENT A

RENEWAL TO THE DISASTER DEBRIS MONITORING SERVICES CONTRACT

This Renewal to the Disaster Debris Monitoring Services Contract is entered into by and between the Town of Surfside, Florida ("Town"), and O'Brien's Response Management Inc. ("O'Brien's"), each of which may be referred to individually as "Party" or collectively as the "Parties".

WHEREAS, the Town and Solid Resources, Inc. entered into a Contract for Disaster Debris Monitoring Services effective October 13, 2008 ("Contract");

WHEREAS, Solid Resources, Inc. merged by operation of law into O'Brien's effective January 1, 2010, and O'Brien's assumed all of the legal obligations of Solid Resources, Inc.; and

WHEREAS, the Contract expired on October 12, 2010, and the Parties desire to renew the Contract for a period of two (2) years.

NOW, THEREFORE, the Parties agree to the following:

1. The Parties agree that the above-referenced recitals are true and correct, and are incorporated herein.
2. The Parties agree that the effective date of this Renewal is October 13, 2010, and the Contract shall extend for a period of two (2) additional years until October 12, 2012.
3. The foregoing terms and conditions are hereby incorporated into the Contract. In the event of any conflict or ambiguity between the Contract and the Renewal, the Renewal shall control.

IN WITNESS WHEREOF, the Parties below agree to the foregoing terms and conditions.

Town of Surfside, Florida

By: _____
Title: _____
Date: _____

O'Brien's Response Management Inc.

By: _____
Title: _____
Date: _____

CONTRACT

For the Provision of

DISASTER DEBRIS MONITORING SERVICES

Between

TOWN OF SURFSIDE, FLORIDA

And

SOLID RESOURCES, INC.

Dated: 10-13-08

**CONTRACT FOR THE PROVISION
OF DISASTER DEBRIS MONITORING SERVICES**

This Contract for the Provision of Disaster Debris Monitoring Services ("Contract") is entered into this ____ day of _____, 2008 ("Effective Date"), by and between the Town of Surfside, Florida ("Town") and Solid Resources, Inc. ("Contractor" or "SRI"), each of which may be referred to individually as "Party" or collectively as the "Parties".

The Parties agree to the following:

1. **Engagement.** The Town hereby engages Contractor, and Contractor hereby accepts such engagement, to provide Disaster Debris Monitoring Services (as defined herein) in accordance with the terms, and subject to the conditions, of this Contract.

2. **Services/Scope of Work.** During the Term (as defined herein), the Contractor shall provide the Town with disaster debris monitoring services that shall include those services described in Attachment "A", which is

incorporated herein ("Disaster Debris Monitoring Services" or "Services") in addition to other professional service as described in the original SRI proposal dated June 30, 2008, incorporated by reference herein. The Town shall create a scope of work when it desires to purchase from the Contract, and the scope of work shall be incorporated into a task order that shall be issued to Contractor ("Task Order"). The Task Order shall set forth a timetable for the Services, the compensation in accordance with the Contract, and any special conditions.

3. **Term.** The term of this Contract shall commence on the Effective Date, and shall be in effect for a period of two (2) years from the Effective Date ("Term"), unless otherwise terminated earlier as provided herein. At the end of the Term, the Parties may mutually agree to renew the Contract provided the renewal is in writing and signed by both Parties.

4. **Independent Contractor.** It is expressly acknowledged by the Parties that Contractor is an "independent contractor" and nothing contained in this Contract is intended, or shall be construed, to create a partnership between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.

5. **Compensation.** The Town shall pay Contractor for rendering Services upon the satisfactory completion of each work assignment as accepted and approved by the Town. The compensation for each work assignment shall be in accordance with the fee schedule in Attachment "B", which is incorporated herein. The compensation for Services may not be modified, unless otherwise agreed upon by the Parties in writing. The estimated hours required to complete each work assignment shall be itemized by task and total time. The Town shall render payment to Contractor upon request by Contractor as work progresses. The payment shall be made upon receipt of an invoice ("Invoice") from Contractor, and in compliance with Section 218.70, F.S., otherwise known as the "Florida Prompt Payment Act". The Invoice shall contain the Contract number, and the Task Order number. The Town may request, and the Contractor shall provide to the Town, any information that is reasonable and necessary to verify any Task Order placed under the Contract. Unless as otherwise agreed to by the Parties in writing, no additional expenses shall be charged to the Town for rendering of Services.

6. **Insurance.** During the Term, Contractor agrees to maintain at its sole cost and expense, a policy of commercial general liability insurance with limits of not less than \$500,000 per occurrence, and workers' compensation in accordance with statutory limits as required by law. Further, Contractor agrees to maintain automobile liability insurance with limits of not less than \$500,000 per occurrence; \$500,000 per accident for bodily injury; and \$500,000 per accident for property damage. The Contractor agrees to submit to the Town, prior to the signing of the Contract, a certificate of insurance naming the Town as an additional insured.

7. **Notice.** All notices from the Contractor to the Town, or from Town to the Contractor must be in writing, and, shall be deemed duly served if mailed by U.S. mail, e-mailed, or faxed to the other Party at the following:

Town: Town of Surfside, Florida
Gary Word
Town Manager
9293 Harding Avenue
Surfside, Florida 33154
Telephone: (305) 993-1051
Fax Number: (305) 993-5097

Contractor: Solid Resources, Inc.
Gary Stankovich, President

2201 Cantu Court
Suite 119
Sarasota, Florida 34232
Telephone: (941) 379-8100
Fax Number: (941) 379-8113
E-mail: gstankovich@solid-resources.com

The Parties may change the above addresses or fax numbers at any time upon giving the other Part written notice.

8. Termination.

8.1 For Cause.

8.1.1 Failure to Perform. The Town may terminate the Contract if (1) Contractor fails to perform under the terms of this Contract, (2) Town provides Contractor with a written notice of the default, and (3) Contractor fails to cure the default within thirty (30) days. Upon termination, the Contractor shall continue work on any Task Orders not terminated. Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of, and without the fault or negligence of, the Contractor.

8.1.2 Bankruptcy/Insolvency. The Town may terminate the Contract by providing written notice to the Contractor in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent or fails to pay just debts as ordinarily due.

8.1.3 Town Vendor List. If the Contract is terminated for cause, the Town shall remove the name of the Contractor from the Town's vendor list.

8.2 Without Cause. The Town may terminate this Contract without cause by providing Contractor with 7 days written notice of the termination.

8.3 Effects of Termination. Upon receipt of any notice of termination, Contractor shall discontinue providing Services except as otherwise provided in Section 8.1.1. To the extent that the termination of this Contract is not due to Contractor's breach of its obligations under the Contract, Town shall reimburse Contractor for all Services properly furnished in accordance with the requirements of this Contract up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall have no further obligations under this Contract after the effective date of the termination.

9. Indemnification/Liability.

9.1 Contractor agrees to indemnify and hold harmless, and pay on behalf of the Town, for any liability and/or legal costs arising out of claims and litigation related to the rendering of Services, including any actions that may arise from allegations regarding determinations of appropriateness or inappropriateness of care or any acts, errors, or omissions related to the Services, by Contractor and its officers, partners, agents, or employees; provided, however, that Contractor shall not indemnify

for that portion of any loss or damages caused by the negligent or intentional acts or wrongful omissions of the Town, and its officers, partners, agents, or employees.

9.2 For all claims against Contractor under any individual Task Order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the Task Order, or the amount of the charges rendered by Contractor under the Task Order. This limitation shall not apply to claims arising under Section 9.1 of this Contract. Unless otherwise specifically enumerated in the Contract, or in the Task Order, no Party shall be liable to the other for any special, indirect, punitive or consequential damages, including lost data or records (unless the Task Order requires Contractor to back-up data or records), even if a Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

10. Force Majeure. The Contractor shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify the Town in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date Contractor first had reason to believe that a delay could result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Contractor shall continue to perform in accordance with the Contract. The Parties shall mutually determine whether additional compensation is warranted.

11. General Provisions.

11.1 Agreement. Except as otherwise provided in this Section 11.1, this Contract constitutes the entire agreement between the Parties. The content of the Request for Proposal ("RFP") issued by the Town, and all written provisions of the Contractor relating to the rendering of Services under this Contract deemed pertinent by the Town, may be incorporated into an agreement and become legally binding. This Contract may not be terminated by Contractor unless as provided for in this Contract.

11.2 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Town.

11.3 Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Town's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The Parties may employ the alternative dispute resolution procedures, as outlined in Chapter 120 of the Florida Statutes. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Miami-Dade County, Florida. In any such action, Florida law shall apply and the Parties waive any right to jury trial.

11.4 Safety. The Contractor agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any

other applicable rules and regulations relating to occupational safety.

11.5 **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Town and Contractor. The Contract may only be modified or amended upon mutual written agreement of the Parties. No oral agreements or representations shall be valid or binding upon the Parties.

11.6 **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

11.7 **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

11.8 **Authority.** Each person signing the Contract represents that he or she is duly authorized to do so and to bind the respective Party to the Contract.

-SIGNATURE PAGE FOLLOWS-

AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES BETWEEN THE TOWN OF SURFSIDE AND SOLID RESOURCES, INC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement for Disaster Debris Monitoring Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its Town Manager, authorized to execute same by Commission action on the 13th date of Oct, 2008; and Gary Stankovich authorized to execute the same.

Town of Surfside, Florida
Gary Word
Town Manager

Solid Resources, Inc.
Gary Stankovich
President

Signature: Gary L. Word

Date: 10/13/08

Signature: [Signature]

Date: 10/13/08

ATTEST:

[Signature]
13th ^{October} day of ~~September~~, 2008
Beatris M. Arguelles, Town Clerk

Approved as to form and legality by
Office of the Town Attorney

[Signature]
By: Lynn Dannheisser
Town Attorney

14 ^{October} day of ~~September~~, 2008

(TOWN SEAL)

ATTACHMENT A
SERVICES

SRI is fully capable of providing all the items described in the scope of work of the RFP, and will not require the services of any subcontractors to complete the Town of Surfside's project under any circumstances. SRI hereby guarantees that all management and supervisory personnel will respond to a Notice to Proceed issued by the Town of Surfside within 12 hours and that all other required staff will be on-site within 24 hours. SRI is prepared to provide any or all of the following services selected by the Town of Surfside.

I. TASKS AND SERVICES TO BE PERFORMED: PRE-DISASTER

Prior to a disaster's impact, SRI personnel will meet with Surfside's Debris Manager to begin planning personnel deployment and confirming necessary supplies and time tables. Upon activation, SRI staff will begin response operations that will include the following:

A. Debris Management Training

SRI will provide debris management training to Surfside's staff in all tasks associated with a debris removal and monitoring program. This training will ensure that all agencies involved in the recovery process interact efficiently and effectively.

B. Temporary Debris Storage and Reduction Site (TDSR) Selection and Permitting

SRI will provide the services of an Operations Specialist to assist the Town with selection, evaluation and permitting of additional TDSR locations. SRI will review a Town-supplied listing of public and/or private locations for TDSR. Each site will be evaluated for suitability and a list of sites will be provided. Where required, SRI will assist Surfside in obtaining the required environmental permits.

C. Contractor Invoicing Requirements

A thorough and efficient reconciliation process requires that invoices and supporting documentation have complete and accurate information. Accordingly, SRI's reconciliation process begins in advance of the debris removal contractor's work, by providing each contractor with detailed specifications of all information required to be included with each invoice from the contractor.

D. Locating and Establishing a Temporary Field Office

Within three days of landfall, SRI will obtain a temporary office location for all monitoring staff which will also serve as a staging area for all monitors prior to daily deployment to the field.

II. TASKS AND SERVICES TO BE PERFORMED: POST-DISASTER

The SRI Disaster Debris Management Team includes professionals experienced and trained in debris removal and disposal monitoring and staffing disposal sites for federally declared disasters. Deployment of staff will be customized according to the severity of the event and Surfside's requirements. The Disaster Debris Management Team provides scalability, crew oversight, a successful project management structure with a cohesive organizational framework and immediate responsiveness; providing complete post-disaster coverage, flexibility and independence to serve the Town's debris removal and disposal monitoring needs.

A. Daily Meetings

SRI will facilitate daily meetings between Surfside, SRI staff and the debris removal contractors' management staff to review collection strategies, coordinate efforts, resolve problematic issues and make any necessary adjustments and improvements to the operational procedures.

B. Debris Removal Program Management

SRI will provide core management personnel responsible for all facets of debris management and will provide a Project Manager to be in constant contact with Surfside's Debris Manager, Emergency Operation Center, collection contractors, field monitors and work crews. The accurate recording of information on load tickets is crucial as the majority of errors tend to occur in the beginning of a project.

SRI generally assigns Quality Control staff to each TDSR tower at the beginning of a project, who have the responsibility of reviewing each load ticket that comes in for accuracy, legibility and completeness. Field supervisors and roadway monitors are immediately contacted in the event load ticket errors are identified, in order to quickly rectify them with the correct information, alert field monitors to performance deficiencies and ensure overall ticket accuracy is maintained. All load tickets will be scanned and cataloged in sequential order for storage and archival purposes.

C. Equipment Certification

The measurement, certification and placarding of the debris removal contractor's trucks and other equipment will begin as soon as the machinery has been mobilized to Surfside. Solid Resources, Inc. will initiate the truck certification program in coordination with the debris removal contractor (s) to accurately measure the volumetric capacity of each truck. The Equipment Certification Specialist will photograph each truck showing the certification number and type of equipment (side view), attach a certification placard to it and inspect the trucks to make sure they comply with all local, State and Federal standards. The SRI Equipment Certification Specialist will also performs random spot-checks and re-certify trucks on a weekly basis at the TDSR in order to prevent alteration of the volumetric capacity of the trucks by subcontractors post-certification.

D. Temporary Debris Staging and Reduction Site (TDSR) & Residential Debris Drop-off Site (RDDS) Monitoring

SRI will manage the monitoring of the TDSR, RDDS and/or final disposal sites by providing monitors qualified to verify load volume in order to ensure accurate documentation and record keeping. At least two disposal site monitors will be assigned to each entrance tower at all TDSR/RDDS or final disposal sites the Town designates. All monitoring staff will be acquired from either SRI's standby listing or selected from local residents of the Town of Surfside. TDSR services include:

- Provide disposal site monitoring and inspector personnel;
- Perform random volume capacity certifications on collection vehicles, and once every two weeks on all vehicles;
- Verify each truck that delivers debris to the TDSR matches its manifest load ticket including truck number, type of debris and truck volume;
- Accurately complete and sign each load ticket before permitting a truck to proceed from the check-in/inspection area to the tipping area;
- Ensure that each truck bed has been fully emptied prior to departure from the TDSR;
- Identify, address and troubleshoot any questions or problems that could impact work area safety and eligibility for cost reimbursement;

- Maintain accurate daily logs of tickets inventoried and/or voided;
- Assist the debris removal contractor with the opening and closing of TDSR and/or RDDS ensuring proper documentation of restoration requirements;
- Perform quality control and assurance checks on all load tickets; and
- Immediately contact field monitors and supervisors when errors are detected at the TDSR, in order to promptly remedy the errors and maintain satisfactory field monitor performance.

E. Field Monitoring

SRI will perform on-site, street-level work area inspection and documentation of the debris cleanup and collection crews. SRI will provide an adequate number of field monitors to inspect and control debris removal (dependent on the severity of the event) utilizing load tickets, field logs and other documentation as required. Field monitoring services include:

- Provide loading site monitors for each debris removal crew;
- Monitoring the daily collection activity of trucks and other equipment;
- Issue load tickets at loading sites or choke points for each load;
- Properly monitor and record performance and productivity of debris removal crews;
- Verify and sign each load ticket, certifying that truck is fully loaded with eligible storm debris before allowing truck to proceed to temporary or final disposal site;
- Survey and record the 'special needs' areas in which larger items such as tree stumps and root balls, hazard trees, leaners and hangers, hazardous materials, construction and demolition debris that require specialized removal equipment and documentation;
- Prepare reports for the Town on the 'special needs' areas; and
- Perform additional duties as directed by the Town's Debris Manager

F. Field and TDSR/RDDS Monitor Supervisors

SRI will provide Surfside with experienced Field and TDSR/RDDS Supervisors to oversee and coordinate the activities of all SRI Field and TDSR/RDDS monitors. These supervisory staff will provide the following services:

- Verify that only eligible debris, as defined by FEMA policy guidelines, is being collected by the debris removal contractor from the public rights-of-way and public property within the Town's legal jurisdiction;
- Coordinate the daily activities between SRI field monitors and the debris removal contractor;
- Compile all necessary and requested reports from the field;
- Coordinate and manage the mapping of debris collection activities;
- Document, report and track damages caused by debris removal contractor crews;

- Respond to any issues regarding complaints, damages, accidents or incidents involving SRI or debris removal contractors' personnel and ensure that they are fully documented and reported to the Town;
- Ensure that all monitors and the debris removal contractor crews maintain positive public relations and that all citizen complaints are followed up on and resolutions achieved in a timely fashion;
- Make recommendations to Surfside's Debris Manager about how best to resolve issues arising from damage complaints and follow up to ensure all repairs are completed as soon as possible;
- Verify that the removal of stumps, hangers and leaners are adequately documented and photographed, and that eligibility criteria and contracted agreements regarding their removal are adhered to;
- Act as Quality Control and Assurance officers;
- Ensure that first pass debris collection from FHWA-ER eligible roads is documented accurately; and
- Assist in setting up the TDSR/RDDS sites.

G. Damage Claims Reporting

SRI will assist Surfside in the establishment of a Contractor Damage Reporting and Remediation Program. Our monitors are trained to document and immediately report any damages that occurs during the removal of debris. Each incident is documented with photographs, logged on field reports and called into SRI Field Supervisors, who in turn alert the debris removal contractor (s) and the Town to the incident. A report of each incident will be given to the Town and the debris removal contractor (s); and Field Supervisors will follow up to verify that remedial action was taken by the contractor in a timely fashion. All damage complaints and corresponding photographs will be placed in a GIS geodatabase and provided to Surfside staff for confirmation that all issues have been resolved.

H. Debris Mapping

All SRI monitors and Field Supervisors can greatly facilitate the debris removal program by mapping out where debris remains, locating 'hot spots' for immediate collection, marking ineligible debris piles and tracking progress for pass completions and zone closures. This information will be entered into a GIS geodatabase and provided to Surfside staff to track the progress of the debris removal operations.

I. Special Debris Assistance

Certain types of hazardous debris, such as hanging tree limbs, leaning trees and tree stumps require special validation and documentation procedures in order to be eligible for cost reimbursement from FEMA. SRI is experienced in these procedures and employs the latest FEMA methodologies and guidelines to ensure maximum cost reimbursements to our clients. SRI staff are also experienced in FEMA and NRCS canal debris removal programs and criteria. SRI also has extensive familiarity with administering the removal of storm debris from private roads and gated communities, Right-of-Entry programs and can guide our clients through the often complex maze of gaining FEMA authorization for these locations.

J. Ineligible Debris Notification

SRI is also prepared to initiate a program of notification and documentation of all ineligible debris in a collection area. Field monitors and Supervisors may document, photograph, map and mark ineligible debris, providing detailed reasoning for its ineligibility, and if requested may place 'door hanger' notification of the ineligible debris at the residence in conjunction with the roving monitors (if activated).

K. Data Management and Reporting

As fieldwork is completed, SRI will produce, collect, and organize all paperwork such as load tickets and daily logs and then enter all data into the SRI Debris Tracker database. This will occur throughout the project but with particular focus early in the project to establish good practices of field personnel and a superior process. SRI will implement and maintain a Debris Tracker Database that is self-reconciling, provides quality assurance/quality control as well as its unique capabilities to:

- Ensures proper storage and organization of debris collection debris data;
- Links load tickets to any parameter – contractors, trucks, TDSR information, etc.;
- Streamlines record reconciliation of each load of eligible debris; and
- Provides daily, weekly, monthly and project-wide customized reports as required by Surfside's Project Manager showing recovery status, schedule updates, and project completion forecasts.

L. Invoice Reconciliation Process for Initial Payment Approval

- All contractor invoices received are date/time stamped, a hard copy file folder is created, an electronic record of the invoice is created and the invoice can also be scanned for electronic viewing (optional).
- Invoices are screened to ensure that all required information is present and that all work is within the contracted scope-of-work.
- If information is missing, the contractor is advised that the invoice will be held pending receipt of the missing information.
- Supporting details, such as load tickets are electronically matched to identify and create a report of duplicates, overcharges and other discrepancies.
- Costs, invoices and supporting documentation are reviewed and compared against original Work Orders to ensure accuracy. A quality review of the documents is completed by our invoicing specialist.
- An invoice pre-approval summary report is prepared, including any retainage and submitted to the Town.
- The target dates for invoice initial payment approval and reconciliation are established based

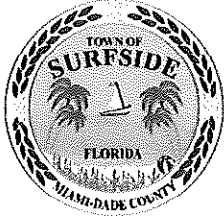
on applicable payment terms and monitored to ensure timely completion.

- A Pre-Approval Report is provided to Surfside.
- The debris removal contractor is provided a detailed discrepancy report in addition to the amount of the partial payment for the invoice.

ATTACHMENT B
FEE SCHEDULE FOR SERVICES

<u>Positions*</u>	<u>Hourly Rates</u>
Project Manager	\$120.00
Administrative Supervisor	\$75.00
Debris Management Consultant	\$100.00
Debris Operations Manager	\$110.00
Field Monitor Supervisor	\$75.00
TDSR Site Supervisor	\$75.00
Damage Claims Supervisor	\$75.00
Debris Planning & Training Supervisor	\$75.00
Field Monitor	\$55.00

*For the positions referenced above, the Contractor shall select personnel that it determines are appropriately trained and qualified to perform the duties and responsibilities of the positions; provided that Contractor complies in such selection with applicable federal and state laws, rules, and regulations, and with the terms and conditions of this Contract.



Commission Communication

Agenda Item # 3H

Agenda Date: January 18, 2011

Subject: Grant Application/Retroactive to December 19, 2010

Background: The Surfside Police Department is eligible to receive \$1,946 in federal Justice Assistance Grant funds. These funds are administered by the Florida Department of Law Enforcement (FDLE) and can only be used for specific programs. The funds will be used to purchase a server that will run the mobile laptop computers. The existing system has outdated technology that can't be upgraded.


In order to receive the funds the Town is required to submit an application to FDLE for approval. (Attachment A)

Analysis: N/A

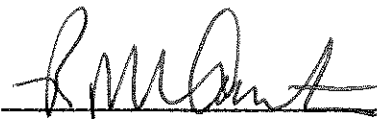
Budget Impact: \$1,946 Grant Funds

Staff Impact: None

Recommendation: It is recommended that the Surfside Town Commission approve the grant application for federal funds administered by the Florida Department of Law Enforcement.



John Di Censo
Assistant Chief



Roger M. Carlton
Town Manager

RESOLUTION NO. 2011- ____

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO APPLY FOR THE FEDERAL JUSTICE ASSISTANCE GRANT ADMINISTERED BY THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO RECEIVE, EXPEND AND AMEND BYRNE/JAG FORMULA FUNDS AND EXECUTE AGREEMENTS WITH THE PURPOSE OF CREATING A MOBILE IMPROVEMENT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside desires to accomplish the purpose outlined in the accompanying application a copy of which is incorporated herein by reference as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. The Town Commission authorizes the Town Manager to apply for Justice Assistance Grant funds in the approximate amount of \$1,946.00; authorizes the Town Manager to execute such contracts and agreements as are required by this governmental body following their approval by the Town Attorney's Office; to execute such other contracts as will serve to further the purposes described in the funding request, following their approval by the Town Attorney's Office; to expend any and all monies received for the purpose described in the funding request; to receive and expend any additional funds that might become available during the term of the grant; to file and

execute necessary amendments to the application for and on behalf of the Town of Surfside, Florida; and to exercise amendment, modification, renewal, cancellation and termination clauses of any contracts and agreements on behalf of the Town of Surfside, Florida.

Section 3. The Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on this _____ day of _____, 2011.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

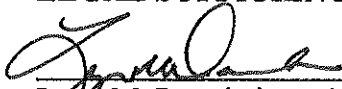
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joe Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser, Town Attorney

Application for Funding Assistance

EXHIBIT A

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: Town of Surfside

County: Dade

Chief Official

Name: Daniel Ditch

Title: Mayor

Address: 9293 Harding Avenue

City: Surfside

State: FL **Zip:** 33154

Phone: 305-861-4863 **Ext:**

Fax:

Email: mayor@townofsurfsidefl.gov

Chief Financial Officer

Name: Martin Sherwood

Title: Finance director

Address: 9293 Harding Avenue

City: Surfside

State: FL **Zip:** 33154

Phone: 305-861-4863 **Ext:** 225

Fax:

Email: Msherwood@townofsurfsidefl.gov

Application Ref # 2011-JAGD-1055

Section #1 Page 1 of 2

Contract -JAGD-DADE- - -

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 11: Administration

Implementing Agency

Organization Name: Surfside Police Department

County: Dade

Chief Official

Name: David Allen

Title: Chief of Police

Address: 9293 Harding Avenue

City: Surfside

State: FL **Zip:** 33154

Phone: 305-861-4862 **Ext:** 208

Fax:

Email: dallen@townofsurfsidefl.gov

Project Director

Name: John DiCenso

Title: Assistant Chief

Address: 9293 Harding Avenue

City: Surfside

State: FL **Zip:** 33154

Phone: 305-861-4862 **Ext:**

Fax:

Email: jdicenso@townofsurfsidefl.gov

W

Application Ref # 2011-JAGD-1055

Section #1 Page 2 of 2

Contract -JAGD-DADE- - -

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: MOBILE IMPROVEMENT PROJECT
Subgrant Recipient: Town of Surfside
Implementing Agency: Surfside Police Department
Project Start Date: 2/1/2011 **End Date:** 6/30/2011

Problem Identification

The Surfside Police Department has a need for a server to run our mobile laptops. The existing system has outdated technology that can't be upgraded.

Project Summary (Scope of Work)

To replace the existing system with a new server that will allow the Department to run our mobile laptop program efficiently and effectively.

W

Application Ref # 2011-JAGD-1055

Section #2 Page 1 of 2

Contract -JAGD-DADE- - -

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Application Ref # 2011-JAGD-1055

Section #2 Page 2 of 2

Contract -JAGD-DADE- - -

Rule Reference 11D-9.008 OCJG-005 (rev. April 2005)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 006 - Planning, Evaluation & Technology Improve. Progs.

State Purpose Area: E - Equipment Supplies - Purchase Equipment/Supplies

Activity Description

Activity: Equipment and Supplies

Target Group: Equipment and Supplies

Geographic Area: Suburban

Location Type: Police Department

Objectives and Measures

Objective: 25.E - Amount of funds expended on equipment and/or supplies

Measure: Part 1

Amount of funds to be expended to purchase equipment and/or supplies

Goal: \$1814.00

Objective: 52.E - Number of equipment or supply items purchased with JAG funds by type of equipment or supplies

Measure: Part 16

How many other pieces of equipment will be purchased?

Goal: 1

Application Ref # 2011-JAGD-1055

Section #3 Page 1 of 2

Contract -JAGD-DADE- - -

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: NA

Question: If "other" was selected for location type, please describe.

Answer: NA

Application Ref # 2011-JAGD-1055

Section #3 Page 2 of 2

Contract -JAGD-DADE- - -

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000434

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$1,814.00	\$0.00	\$1,814.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$1,814.00	\$0.00	\$1,814.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application Ref # 2011-JAGD-1055

Contract -JAGD-DADE- - -

Section #4 Page 1 of 3

Rule Reference 11D-9.008 OCJG-005 (rev. April 2005)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4 Financial ((cont.))

Budget Narrative:

One server (Dell - PowerEdge T110 Chassis)\$1814.00

TOTAL COSTS: \$1814.00

Application Ref # 2011-JAGD-1055

Section #4 Page 2 of 3

Contract -JAGD-DADE- - -

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: NA

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: NA

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: NA

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: NA

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: NA

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**


Signature: _____

Typed Name and Title: _____

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: Town of Surfside

Signature: 

Typed Name and Title: Daniel Dietch, Mayor

Date: December 19, 2010

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: Surfside Police Department

Signature: 

Typed Name and Title: David Allen, Chief of Police

Date: 12-17-10

Application Ref # 2011-JAGD-1055

Section #6 Page 1 of 1

Contract -JAGD-DADE- - -

Rule Reference 11D-9.008 OCJG-005 (rev. April 2005)

CERTIFICATION FORM

Recipient Name and Address: Town of Surfside, 9293 Harding Avenue Surfside, Fl 33154

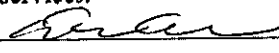
Grant Title: Mobile Improvement Project Grant Number: 2010 -JAGD Award Amount: \$1,946.00

Contact Person Name and Title: John DiCenso Assistant Chief Phone Number: (305) 861-4862

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEO) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEO requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEO, but they do not need to submit the EEO to OJP for review. Recipients that claim a complete exemption from the EEO requirement must complete Section A below. Recipients that claim the limited exemption from the submission requirement, must complete Section B below. A recipient should complete *either* Section A or Section B, not both. If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEO recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEO Requirement. Please check all the boxes that apply.

- | | |
|--|--|
| <input type="checkbox"/> Recipient has less than 50 employees, | <input type="checkbox"/> Recipient is an Indian tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution, | <input checked="" type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, Daniel Dietch [responsible official], certify that
Town of Surfside [recipient] is not required to
 prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that
Town of Surfside [recipient] will comply with applicable Federal civil rights
 laws that prohibit discrimination in employment and in the delivery of services.
Daniel Dietch, Mayor  12/19/10
 Print or type Name and Title Signature Date

Section B- Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that
 the _____ [recipient], which has 50 or more
 employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an
 EEO in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEO has been formulated and
 signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in
 the office of: _____ [organization],
 at _____ [address], for review by the public and
 employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of
 Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

 Print or type Name and Title Signature Date



Commission Communication

Agenda Item # 3I

Agenda Date: January 18, 2011

Subject: Mutual Aid Agreement

Background: The Surfside Police Department works closely with many of the neighboring police agencies. These agencies can be counted upon to provide assistance to the Town when requested. The Surfside Police Department is always ready to assist these agencies as needed. This is a mutually beneficial relationship.

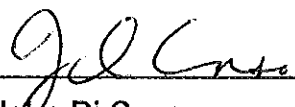
It is necessary to have a document which enumerates the various conditions or situations where aid may be requested or rendered. (Attachment A)

Analysis: N/A

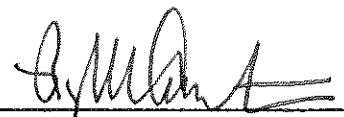
Budget Impact: None

Staff Impact: As needed depending on the request.

Recommendation: It is recommended that the Surfside Town Commission approve the mutual aid agreement with the City of Aventura.



John Di Censo
Assistant Chief



Roger M. Carlton
Town Manager

RESOLUTION NO. 11 - ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF AVENTURA, FLORIDA POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement with the City of Aventura, Florida Police Department and the Town of Surfside, Florida Police Department.

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization. The Town Commission hereby authorizes the execution of the Mutual Aid Agreement with the City of Aventura Police Department attached hereto as Exhibit "A" and authorizes the Town Manager and Town Police Chief to do all things necessary to effectuate this Agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2011.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION


Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

MUTUAL AID AGREEMENT

**Between the Town of Surfside Police Department
and the City of Aventura Police Department**

WHEREAS, It is the responsibility of the governments of the Town of Surfside, Florida, and the City of Aventura, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating Miami-Dade County municipalities have the authority under Chapter 23.12, Florida Statutes, the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW, THEREFORE, BE IT KNOWN, that the Town of Surfside, a political subdivision of the State of Florida, and the City of Aventura, a political subdivision of the State of Florida, in consideration of mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
 - A. **Joint declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this

Agreement. Said declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the Town of Surfside Police Department or City of Aventura Police Department.
- C. **Agency Head:** Either the Chief of the Town of Surfside Police Department, or the Chief's designees, and the Chief of the City of Aventura Police Department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in Miami-Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and his available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary man power, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:
- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are regularly employed.
 - B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
5. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of

said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.

6. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
7. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
8. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1, 2016**, and under no circumstances may this Agreement be renewed, amended or extended except in writing.
9. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this ____ day of _____, 2011.

Roger M. Carlton
Town Manager
Town of Surfside, FL

Eric M. Soroka
City Manager
City of Aventura, FL

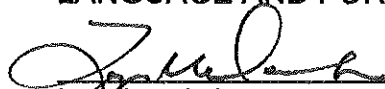
ATTEST:

ATTEST:

Debra Eastman
Town Clerk
Town of Surfside, FL

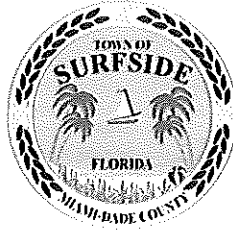
Teresa M. Soroka
City Clerk
City of Aventura, FL

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION:



Lynn Dannheisser
Town Attorney
Town of Surfside, FL

David Wolpin
City Attorney
City of Aventura, FL



Town of Surfside Commission Communication

Agenda Item # 3J

Agenda Date: January 18, 2011

Subject: Proposed Mutual Aid Agreement and Joint Declaration with the City of North Miami Police Department

Objective: To receive and establish mutual aid in law enforcement services and resources with the City of North Miami Police Department.

Background: The Town staff has received notice that the City of North Miami Police Department has requested to enter into a Mutual Aid Agreement and Joint Declaration (attachment A) with the Town of Surfside Police Department. This agreement would be in effect from the date of signing through and including December 31, 2016.

Analysis: The Surfside Police Department requires approval and authorization to enter into the proposed agreement at the request of the City of North Miami Police Department to establish continuity of voluntary and operational assistance with multi-jurisdiction law enforcement problems, emergency situations, and routine law enforcement services across jurisdictional lines.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the resolution authorizing the Mutual Aid Agreement and Joint Declaration with the City of North Miami Police Department (attachment B).



David Allen, Chief of Police



Roger M. Carlton, Town Manager

RESOLUTION NO. 11 - ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE CITY OF NORTH MIAMI, FLORIDA POLICE DEPARTMENT AND THE TOWN OF SURFSIDE POLICE DEPARTMENT.

WHEREAS, the Town Commission of the Town of Surfside, Florida would like to enter into a Mutual Aid Agreement with the City of North Miami, Florida Police Department and the Town of Surfside Police Department;

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization. The Town Commission hereby authorizes the execution of the Mutual Aid Agreement with the City of North Miami, Florida Police Department and the Town of Surfside Police Department attached hereto as Exhibit "A" and authorizes the Town Manager and Town Police Chief to do all things necessary to effectuate this Agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of _____, 2011

FINAL VOTE ON ADOPTION


Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney



NORTH MIAMI POLICE DEPARTMENT
700 N.E. 124 STREET • NORTH MIAMI • FLORIDA 33161
(305) 891-0294



December 22, 2010

Chief David Allen
Surfside Police Department
9293 Harding Avenue
Surfside, Florida 33160

Dear Chief Allen:

Enclosed please find two signed copies of the Mutual Aid Agreement and Joint Declaration between the North Miami Police Department and the Surfside Police Department. We will be awaiting a completed (signed) copy of this document for our files. We will forward a copy to the Mutual Aid Program Director at FDLE.

Please be assured of our continued cooperation and assistance in all matters of mutual concern.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen E. Johnson".

Stephen E. Johnson
Chief of Police

SEJ:k

EXHIBIT A

**MUTUAL AID AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI POLICE DEPARTMENT
AND THE TOWN OF SURFSIDE POLICE DEPARTMENT**

WHEREAS, it is the responsibility of the governments of the **City of North Miami**, Florida, and the **Town of Surfside**, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure that the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating Miami-Dade County municipalities; and

WHEREAS, the participating municipalities, the **City of North Miami** and the **Town of Surfside**, have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement.

NOW THEREFORE, BE IT KNOWN, that the **City of North Miami** and the **Town of Surfside**, subdivisions of the State of Florida, and the undersigned representatives, in consideration of mutual promises to render valuable aid in times of necessity, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. **Short title:** Mutual Aid Agreement
2. **Description:** Since the Mutual Aid Agreement (“Agreement”) provides for the requesting and rendering of assistance for both routine and intensive law enforcement situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23, Florida Statutes.
3. **Definitions:**
 - A. **Joint Declaration:** A document which enumerates the various conditions or situations where aid may be requested or rendered pursuant to this Agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the Joint Declaration shall be filed with the clerks of the respective political subdivisions and shall become part of this Agreement. The declaration may be amended or supplemented at any time by the agency heads by filing subsequent declarations with the clerks of the respective political subdivisions.

- B. Agency or participating law enforcement agency: The City of North Miami Police Department and the Town of Surfside Police Department.
- C. Department Head: The Chief of the City of North Miami Police Department, or the Chief's designees, and the Chief of the Town of Surfside Police Department, or the Chief's designees.
- D. Participating municipal police department: The police department of any municipality in Dade County, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. Certified law enforcement employees: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- A. In the event that a party to this Agreement is in need of assistance, as specified in the applicable Joint Declaration which shall become part of this Agreement, an authorized representative of the police department requiring assistance shall notify the agency from which such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary personnel, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete, unreasonably, its own personnel, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:


- A. All employees of the participating municipal police department and all certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that the employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political

subdivision in which they are regularly employed.

- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage and shall pay any and all expenses incurred in the maintenance and operation of these resources.
 - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid, and shall defray the actual travel and maintenance expenses of the employees while they are rendering aid. Compensation shall include any amounts for compensation due to personal injury or death while such employees are engaged in rendering aid. Compensation shall also include all benefits normally due the employees.
 - D. All exemptions from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.
6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of the providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
7. **Forfeitures:** It is recognized that during the course of the operation of this Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
8. **Conflicts:** Any conflict between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23, Florida Statutes.
9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **December 31, 2016** and under no circumstances may this Agreement be renewed, amended or extended except in writing.

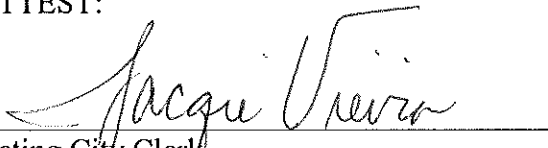
10. **Cancellation:** This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the chief executive officers of the parties.

AGREED AND ACKNOWLEDGED this 28 day of December, 2010.



City Manager
City of North Miami, Florida


Town Manager
Town of Surfside, Florida

ATTEST:



Acting City Clerk
City of North Miami, Florida

ATTEST:

Town Clerk
Town of Surfside, Florida

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:


City Attorney
City of North Miami, Florida

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:


Town Attorney
Town of Surfside, Florida

**JOINT DECLARATION
OF THE CHIEF OF THE CITY OF NORTH MIAMI POLICE DEPARTMENT AND
THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT
PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement ("Agreement") when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head, or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency, or
- spontaneous response where assistance or aid is apparent (see #9 below).

In compliance with, and under the authority of, the Mutual Aid Agreement, entered into by the Town of Surfside, Florida, and the City of North Miami, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the Agreement. This list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations;
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes;
3. Any natural disaster;
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures;
5. Terrorist activities including, but not limited to, acts of sabotage;
6. Escapes from or disturbances within detention facilities;
7. Hostage and barricaded subject situations, and aircraft piracy;
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, and missing persons calls;
9. Enemy attack;


10. Transportation of evidence requiring security;
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions;
12. Security and escort duties for dignitaries;
13. Emergency situations in which one agency cannot perform its functional objective;
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information;
15. Joint training in areas of mutual need;
16. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners; traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call;
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within the respective municipal boundaries;
18. The agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency;
19. The agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction in which the incident occurred regardless of which agency completed the original offense incident report;
20. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, the property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. The jurisdiction of civil forfeiture action shall be filed by the seizing agency;
21. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of this Mutual Aid Agreement.

This Addendum shall become effective upon the signing of both Cities and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Addendum.

I accept the terms and conditions of the aforementioned Addendum to the current Mutual Aid Agreement and Joint Declaration between the Town of Surfside Police Department and the City of North Miami Police Department.

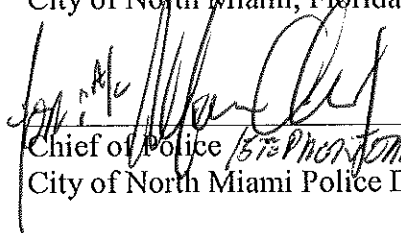
Date 12/28/10

Date _____



City Manager
City of North Miami, Florida

Town Manager
Town of Surfside, Florida



Chief of Police *1575 PHOENIX*
City of North Miami Police Department

Chief of Police
Town of Surfside Police Department



**Town of Surfside
Town Commission Meeting
January 18, 2011
7 p.m.**

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

To: Mayor, Vice Mayor and Town Commission
From: Debra Eastman, MMC Town Clerk *de*
Date: January 18, 2011
Subject: Proclamation

Attached please find a proclamation prepared at the request of Mayor Daniel Dietch. The proclamation has been placed retroactively on the January 18, 2011 Town Commission agenda for the approval of the Town Commission.

Proclamation

Proclamation for 2011 Martin Luther King Jr. Day of Service Surfside

Whereas Dr. Martin Luther King, Jr. devoted his life to advancing equality, social justice and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

Whereas Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

Whereas the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service and charged the Corporation for National and Community Services with leading this effort; and

Whereas since 1994 millions of Americans have been inspired by the life and work of Dr. Martin Luther King, Jr. to serve their neighbors and communities on the King Holiday; and

Whereas serving on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

Whereas the King Day of Service is the only federal holiday commemorated as a natural day of service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

Whereas King Day of Service projects are being organized by a wide range of non-profits including Sonoma County Volunteer Center, community organizations such as the Community Baptist Church, education institutions, public agencies including Alistair Bleifuss with the creek stewardship program, the City's Community Advisory Board Grant program for two murals, private businesses and other organizations across the nation; and

Whereas citizens of the Town of Surfside have an opportunity to participate in events throughout our state on the King Day of Service, January 17, 2011, as well as create and implement community service projects where they identify the need;

NOW, THEREFORE, I, Daniel Dietch of Surfside proclaim the Martin Luther King, Jr., Holiday as a Day of Service in Surfside, and call upon the people of Surfside to pay tribute to the life and works of Dr. Martin Luther King, Jr. through participation in community service projects on Martin Luther King Day and throughout the year.

In witness thereof I have hereunto set my hand this 18th day of January, 2011

*Daniel Dietch, Mayor
Town of Surfside, Florida*



Debra Eastman

From: Roger Carlton
Sent: Tuesday, January 11, 2011 5:12 PM
To: Joe Graubart; Debra Eastman; Lynn Dannheisser
Subject: RE: RE: Resolution

Please prepare an appropriate resolution for the January TC meeting. We can deliver a plaque at a later date.

From: Joe Graubart
Sent: Tuesday, January 11, 2011 4:37 PM
To: Roger Carlton; Debra Eastman
Subject: RE: Resolution

Dear Mr. Town Manager:

It has come to my attention that Re. Dr. Priscilla Felisky Whitehead has retired. (please see below)

I would like to see our Town honor her with a resolution acknowledging her service to Surfside and the greater community – “Rev. Dr. Whitehead Day” – or whatever is the usual and customary ‘event’ or presentation (plaque, etc.) at the upcoming Jan. Commission Meeting.

Thanks

<http://www.churchbythesea.org/>

After twenty-one years of faithful service, the Rev. Dr. Priscilla Felisky Whitehead is stepping down from her role as Associate Minister at The Church by the Sea on Sunday, January 9, 2011.

Please mark your calendars to join us that day, from 10:30am to 11:30am, when Dr. Whitehead will preach her final sermon, with Communion, at our Church. Immediately following the worship service, we will hold a Farewell Celebration luncheon for Priscilla in Fellowship Hall. We will be honoring her in several ways in recognition of her many years of devoted service to this Church and to the greater community at large.

We ask you to join us for worship and the Farewell Celebration Luncheon at 11:30am. Come prepared to celebrate, remember, and honor all the ways in which Priscilla's many talents and gifts have truly and richly blessed us, individually and as a Church, down through these years.

We hope to see each of you for this very special milestone in the life of this Church and our beloved Associate Minister.

Best regards,



Joseph 'Joe' Graubart
 Vice-Mayor
 Town of Surfside
 9293 Harding Ave

RESOLUTION NO. 11-_____

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF SURFSIDE, FLORIDA DECLARING
JANUARY 18, 2011 AS "REVEREND DR. PRISCILLA
FELISKY WHITEHEAD DAY" IN THE TOWN OF
SURFSIDE.**

WHEREAS, the Town of Surfside wishes to recognize the faithful service of Reverend Dr. Priscilla Felisky Whitehead as Associate Minister at the Church by the Sea; and

WHEREAS, after twenty-one years of faithful service Reverend Whitehead is stepping down from her role as Associate Minister; and

WHEREAS, the Town Commission wishes to thank Reverend Whitehead for her service to the residents of the Town of Surfside and the greater community,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the Town Commission of the Town of Surfside, on behalf of its' members and citizens of Surfside, declare January 18, 2011 as "Reverend Dr. Priscilla Felisky Whitehead Day" in the Town of Surfside.

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____

Commissioner Edward Kopelman _____

Commissioner Marta Olchyk _____

Vice Mayor Joe Graubart _____

Mayor Daniel Dietch _____

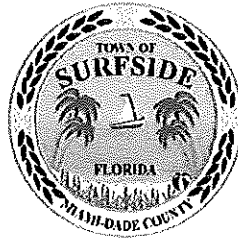
Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:

Lynn M. Dannheisser
Town Attorney



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney *[Signature]*

cc: Roger Carlton, Interim Town Manager
 Debra E. Eastman, M.M.C., Town Clerk

DATE: December 14, 2010

RE: Commercial Vehicle Parking Restriction Ordinance

Recommendation: It is recommended the Commission pass this amendment to Section 74-1, 74-2, and 74-3 relating to Commercial Vehicle Parking Restrictions on first reading.

Reasons: Parking of commercial vehicles on public streets in the residential neighborhoods of Surfside has become a problem for many residents. In addition to having an adverse affect on the maintenance of the aesthetics of a residential neighbor, the parking of these vehicles creates a shortage of street parking available to our residents. A prior code provision that was somewhat vague banned commercial vehicles on residential streets but two events have intervened: the Third District Court of Appeal has put its imprimatur of approval on this kind of truck ban and it makes sense to track the language the courts have already opined is acceptable, thereby minimizing our risk of any future challenge and b) the newly formed code enforcement committee has met and decided to exercise some leniency in favor of homeowners.

The amended code language defines commercial vehicles specifically by weight and description. It imposes hours when parking is permitted, designates the district where the restriction is not applicable, gives the Police the power of enforcement, and allows for one commercial vehicle to be parked in a residential driveway provided the resident has obtained a commercial vehicle parking permit from the Town. The new language also provides a procedure the issuance and revocation of the commercial vehicle parking permit and allows for revocation if conditions are violated.

ORDINANCE NO. 10- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 74 AND SPECIFICALLY SECTION 74-1 "COMMERCIAL VEHICLES" CREATING SECTION 74-2 "USE OF COMMERCIAL VEHICLES" AND SECTION 74-3 "ISSUANCE OF COMMERCIAL VEHICLE PARKING PERMIT" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to define commercial vehicles.

WHEREAS, The Town Commission held its first public reading on December 14, 2010 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, The Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on January 11, 2011 and further finds the proposed change to the Code necessary and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

ARTICLE I. IN GENERAL

Ordinance No. _____

Sec. 74-1. Use of commercial vehicles restricted. Commercial vehicle.

~~(a) No person shall park, stop, stand, idle or operate any truck, trailer and other commercial vehicle, or any other equipment used for commercial purpose, or any vehicle displaying advertising signs at any time upon any of the streets or parts of streets in the boundaries of the town, except zoning districts designated B 1 (business district) and CO 1 (commercial office overlay districts) and street immediately adjacent to these districts, except that such vehicles may be operated or parked upon any street for the purpose of expeditious delivering or picking up materials or merchandise or rendering of expeditious service within the boundaries of the town and then only by entering at the intersection nearest the destination of the vehicle and proceeding thereon no farther than the nearest intersection thereafter.~~

~~(b) Any person, violating any of the provisions of this section shall, upon conviction be punished as provided in section 1-8.~~

(a) Commercial Vehicle. As herein used, shall mean a motor vehicle of one-ton capacity or more or a motor vehicle or trailer of any size or capacity which is used in commerce. A motor vehicle shall be conclusively presumed to be used in commerce if the vehicle bears a sign, insignia, trademark, tradename or business designation of any nature, wherever the same may be located on the vehicle; or the vehicle is used for the transportation of persons or property for compensation. A motor vehicle will be presumed to be used in commerce if, upon visual inspection, it contains equipment and other personal property regularly, normally and ordinarily used in commerce business or trade, such as, for example, construction tools and equipment, commercial lawn mowers, tractors, ladders, paint, auto mechanics' tools, such as hydraulic jacks, tire changing equipment and towing equipment. Such presumption shall be subject to rebuttal by competent evidence.

(b) The fact that a motor vehicle used in commerce as above-described is designed for private use or is only used commercially on a part-time basis shall not abrogate or reduce the presumption of use in commerce. Provided, however, that the placement of a temporary (magnetic or otherwise) cover over the sign, insignia, trademark, trade name or business designation shall cause the vehicle to be in compliance so long as there is compliance with Section 74-2 and 74-3 hereinbelow.

Sec. 74-2. Use of commercial vehicles restricted.

(a) No person shall park, stop, stand, idle or operate any truck, trailer and other commercial vehicle, or any other equipment used for commercial purpose, at any time upon any of the streets or parts of streets in the boundaries of the town, except zoning district designated SD-B40 and street immediately adjacent to these districts, except that such vehicles may be operated or parked upon any street for the purpose of delivering, picking up materials, merchandise, or rendering of service with the weekday hours of 8 AM to 6 PM or Saturday between 8 AM and 1 PM (except for vehicles parked for the purposes of emergency plumbing, roofing, or electrical repairs which may occur outside of these prescribed hours) within the boundaries of the town and then only by entering at the intersection nearest the destination of the vehicle and proceeding thereon no farther than the nearest intersection thereafter.

(b) Provided it is owned by a Surfside resident, one commercial vehicle as defined hereinabove, may be permitted to park in a residential area provided the commercial

Ordinance No. _____

vehicle is parked in a driveway and has been issued a conditional permit registered with the Town pursuant to section 74-3.

- (c) Any person, violating any of the provisions of this section shall, upon conviction be punished as provided in Section 1-8.

Sec. 74-3. Issuance of commercial vehicle parking permit.

- (a) The application for a conditional permit for commercial vehicles to park in a residential area shall contain the name of the owner or operator of the motor vehicle, residential address, phone number, make and model of the motor vehicle, a copy of applicants driver's license, and a photo static copy of the vehicle registration. Additionally, documentation established by the Town of Surfside will be required as proof of residency. The applicant shall apply in person for the initial permit and shall present all required documentation. Personal appearances shall not be required for permit renewals. Renewal of a permit shall annually or semiannually and in accordance with the conditions and procedures as specified by the Town Manager or designee and approved by the Town Commission.
- (b) The permit shall be displayed on the lower left corner of the front windshield (driver's side) of the vehicle.
- (c) The Town Manager or designee is hereby authorized to make provisions for the issuance and collection of fees, if any, and for temporary permits.
- (d) The Town Manager or designee is authorized to revoke the conditional commercial vehicle parking permit if the permit holder is found to be in violation of the provisions of this code.
- (e) Failure to surrender a revoked permit within ten (10) working days of written notification from Town shall carry the following penalties:
1. The violator shall not be allowed to reapply for another permit for six (6) months.
 2. Once restored, if the permit holder should once again have the permit revoked by the Town, the resident would be restricted from applying for one year.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be

Ordinance No. _____

renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this _____ day of _____, 2010.

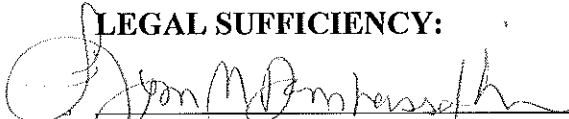
PASSED and ADOPTED on second reading this ____ day of _____, 2011.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, M.M.C., Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

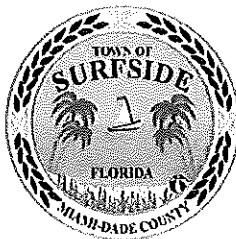
On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes _____	no _____
Vice Mayor Graubart	yes _____	no _____
Commissioner Karukin	yes _____	no _____
Commissioner Kopelman	yes _____	no _____
Commissioner Olchyk	yes _____	no _____

Ordinance No. _____



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney *LD*

CC: Roger M. Carlton, Town Manager
 Debra E. Eastman, M.M.C., Town Clerk

DATE: December 14, 2010

SUBJECT: Psychic Reading and Consultation as Permitted Use in SD-B40 District

Recommendation: It is recommended that the Commission adopt this Ordinance allowing psychic reading and consultation as a Permitted Use in the SD-B40 District pursuant to the Settlement Agreement approved on November 9, 2010.

Reasons: The Town Commission directed the Town Attorney to enter into settlement negotiations to resolve this matter which was completed. Last month, the Commission approved a Settlement Agreement wherein among other things the Town agreed to reinstate the Plaintiff's Business Tax Receipt, under the classification "personal consulting" and allow the Plaintiff to resume business operations at the premises in the same manner in which she had conducted those operations prior to the revocation in consideration of a dismissal of the litigation and the exchange of releases.

Accordingly, this Ordinance amends Section 90-41 "Regulated Uses" to add psychic reading and consultation as a permitted use in the SD-B40 District (Downtown business district) on the second floor only in keeping with the expressed desire of the Planning and Zoning Board and the Town Commission to preserve the first floor for retail establishments.

ORDINANCE NO. 10- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 AND SPECIFICALLY SECTION 90-41 "REGULATED USES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ADD PSYCHIC READING AND CONSULTATION AS PERMITTED USE; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to address psychic reading, advising, consultation, palmistry, clairvoyance, astrological interpretation, tarot card reading, spiritual consultation, and fortune telling in the business district and permit psychic reading and consultation in areas allowing professional services and service agencies above the first floor.

WHEREAS, The Planning and Zoning Board, as the local planning agency for the Town, has held a public hearing on December 16, 2010 and recommended approval of the proposed amendments to the Code of Ordinances and also found the proposed Code amendments to be consistent with the Comprehensive Plan; and

WHEREAS, The Town Commission held its first public reading on December 14, 2010 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, The Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on January 11, 2011 and further finds the proposed change to the Code necessary and in the best interest of the community.

Ordinance No. _____

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA as follows:

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

ARTICLE IV. DISTRICT REGULATIONS

Sec. 90-41. Regulated uses.

(c) *Table--Regulated uses.*

TABLE INSET:

	H30A	H30B	H30C	H40	H120	SD-B40
Residential Uses						
Detached single-family	P(1)	P(1)	P(1)	P(1)	P(1)	-
Duplex	-	-	P	P	P	-
Multi-dwelling structure	-	-	P	P	P	-
Townhouse	-	-	P	P	P	-
Lodging uses						
Hotel	-	-		P(7)	P(7)	-
Suite-Hotel	-	-		P(7)	P(7)	-
Office Uses and Professional Services						
Banks	-	-	-	-	-	P
Business and professional offices, except veterinary offices	-	-	-	-	-	P
Currency exchange	-	-	-	-	-	P
Delivery service	-	-	-	-	-	P(9)

Ordinance No. _____

Employment agencies	-	-	-	-	-	P(9, 17)
General ticket agencies			-	-		P
Interior decorator	-	-	-	-	-	P
Loan or mortgage office	-	-	-	-	-	P(9)
Medical or dental clinic	-	-	-	-	-	P(9)
<u>Psychic reading, advising, and consulting, palmistry, clairvoyance, astrological interpretation, tarot card reading, spiritual consultation, or fortune telling</u>	-	-	-	-	-	<u>P(9)</u> -

...

Key: P: Permitted (#): Refer to Notes Blank: Not Permitted

(d) *Uses table notes.*

...

(9) Shall only be allowed above the first floor. This shall apply to all service agency categories.

Section 3. No Zoning in Progress. Section 90-6 and the zoning in progress doctrine shall not be applicable to the first reading of this ordinance as the settlement of the relevant litigation has not yet been completed but shall have been completed by adoption on second reading.

Section 4. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 5. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 6. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Ordinance No. _____

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this _____ day of _____, 2010.

PASSED and ADOPTED on second reading this ____ day of _____, 2010.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Lynn M. Dannheisser, Town Attorney

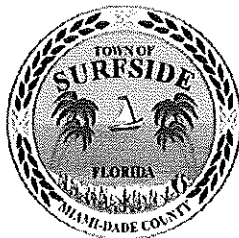
On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes_____	no_____
Vice Mayor Graubart	yes_____	no_____
Commissioner Karukin	yes_____	no_____
Commissioner Kopelman	yes_____	no_____
Commissioner Olchyck	yes_____	no_____

Ordinance No. _____



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
 9293 HARDING AVENUE
 SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
 Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney *LD*

cc: Roger Carlton, Town Manager
 Debra E. Eastman, M.M.C., Town Clerk

DATE: January 18, 2011

RE: Prohibition of Outside Employment Ordinance

Recommendation: It is recommended the Commission pass this ordinance prohibiting any employee of the Town Manager from accepting outside employment where the Town's time, equipment or material is used.

Reasons: It has recently come to our attention that in past years, some Town employees have accepted outside employment that has had, in several instances, serious adverse consequences to the Town. This ordinance tracks the Miami-Dade County prohibition on outside employment. One allowable exception is where that employment is not adverse to the Town and the Manager gives his prior approval. Failure to observe the dictates of this prohibition shall result in dismissal.

ORDINANCE NO. 11- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 2 "ADMINISTRATION" AND SPECIFICALLY CREATING SECTION 2-152 "OUTSIDE EMPLOYMENT BY TOWN EMPLOYEES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, several instances have come to the attention of the Town Manager where employees of the Manager have accepted outside employment that have been detrimental to the Town; and

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to establish guidelines for outside employment by Town employees and to prohibit outside employment conflicting with Town business except as otherwise determined by the Town Manager; and

WHEREAS, The Town Commission concurs with this policy and finds the proposed change to the Code necessary and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 2-152. Outside employment by Town employees.

- a. Generally prohibited. No full-time employee of the Town Manager shall accept outside employment, either incidental, occasional or otherwise, where Town time, equipment or material is to be used or where such employment or any part thereof is to be performed on Town time.

- b. When permitted. A full-time Town employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the Town or any of its departments and the approval required in subsection (c) is obtained.
- c. Approval of Town Manager required. Any outside employment by any full-time Town employee must first be approved in writing by Town Manager who shall maintain a complete record of such employment.
- d. Penalty. Any employee convicted of violating any provision of this section shall be punished as provided in Section 1-8, and, in addition thereto, shall be subject to dismissal by the Town Manager.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “ordinance” may be changed to “Section” or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this ____ day of _____, 2011.

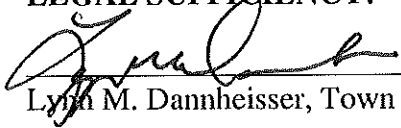
PASSED and ADOPTED on second reading this ____ day of _____, 2011.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, M.M.C., Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes_____	no_____
Vice Mayor Graubart	yes_____	no_____
Commissioner Karukin	yes_____	no_____
Commissioner Kopelman	yes_____	no_____
Commissioner Olchyk	yes_____	no_____



Town of Surfside Commission Communication

Agenda Item #:

Agenda Date: January 18, 2011

Subject: Text Amendment to Section 90.61 Paving in front and rear yards in H30 and H40 Districts.

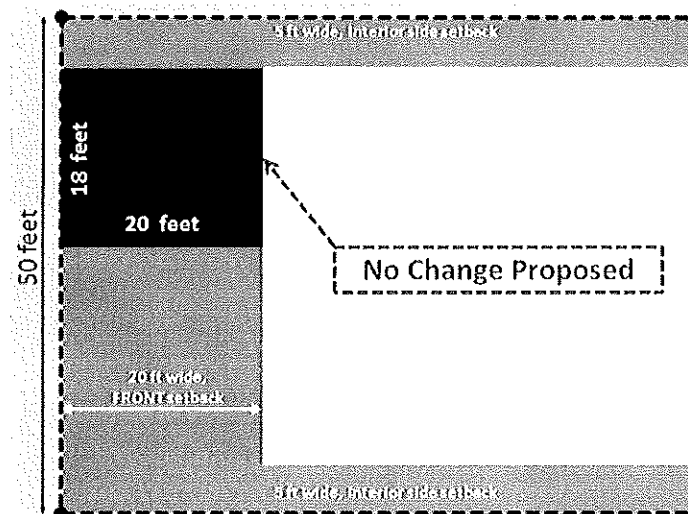
Objective: To allow for additional curb cuts for single family properties with larger lot widths and to include curb cut regulations that are currently in the Building Code in the Zoning Code.

Background: Regulations regarding curb cuts are contained in both the Building Code and the Zoning Code and are not consistent with each other. Staff is recommending that curb cut regulations contained in Section 14-32 of the Building Code be moved into the Zoning Code and the Zoning code be amended to reflect the inclusion of the Building Code requirements and the provision for additional curb cuts on larger lots.

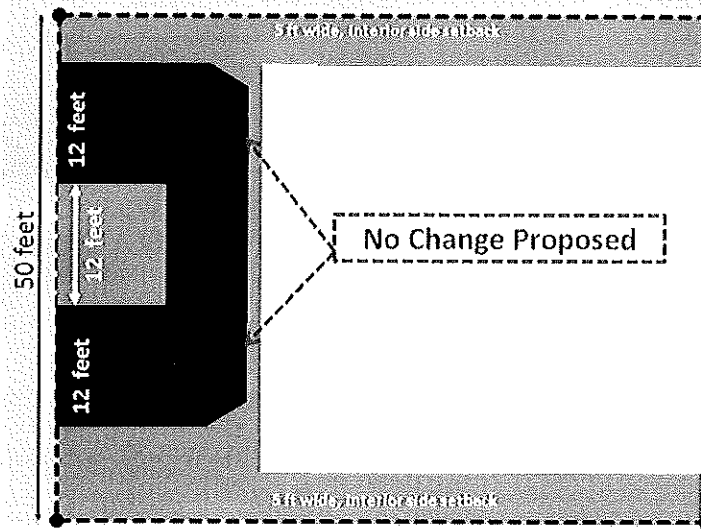
Analysis: In the H30A District, H30B District, and H30C District west of Harding Avenue the number of curb cuts and the width of the curb cuts for properties whose width is LESS than 100 feet has NOT changed. A homeowner has two options is their lot is less than 100 feet.

NO CHANGE:

Option 1: One curb cut not more than 18 feet in width:



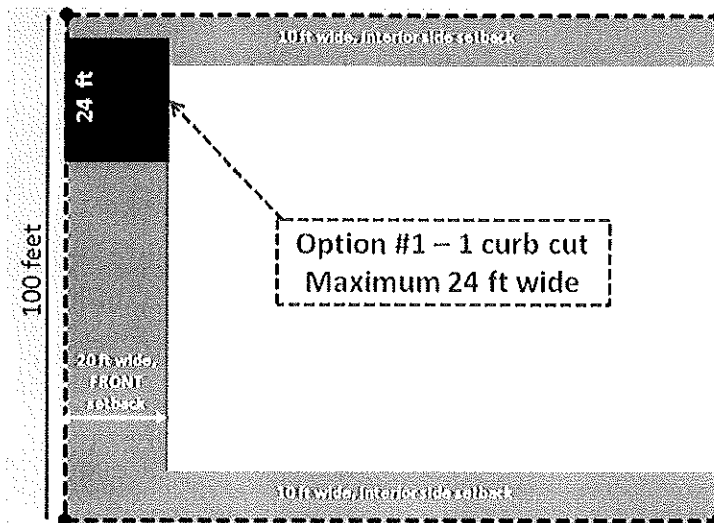
Option 2: Two curb cuts not exceeding 12 feet in width each with at least 12 feet in between the curb cuts:



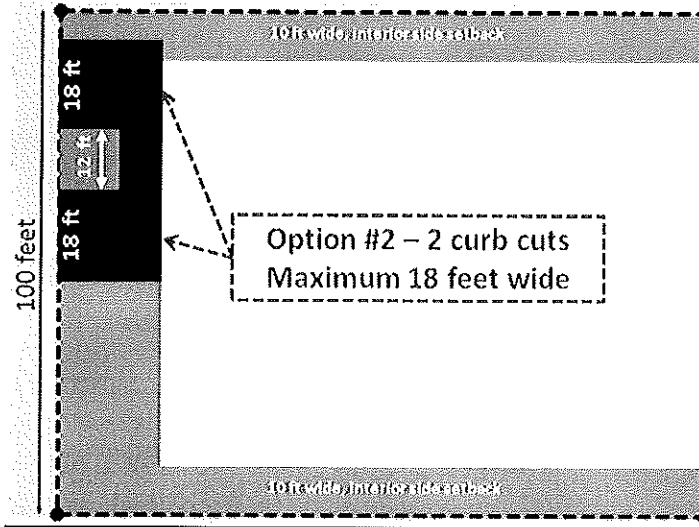
PROPOSED CHANGES:

It is recommended that the number of curb cuts permitted and curb cuts widths be increased for properties whose width is 100 feet or greater as demonstrated by the following options:

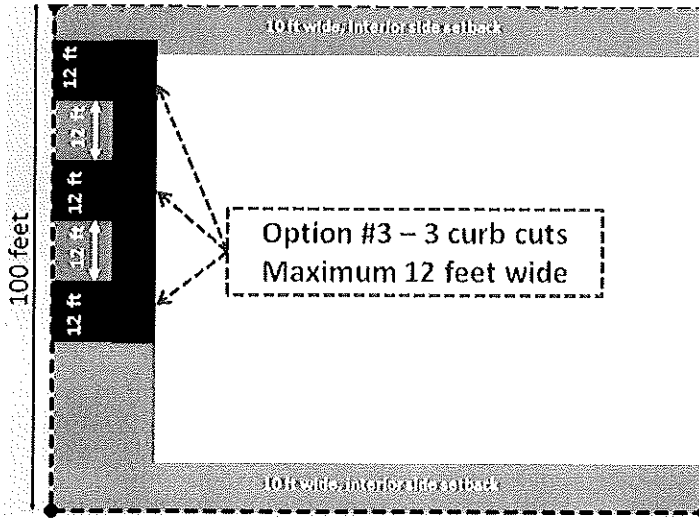
Option 1: One curb cut not more than 24 feet in width:



Option 2: Two curb cuts not exceeding 18 feet in width each with at least 12 feet in between the curb cuts:



Option 3: Three curb cuts not exceeding 12 feet in width each with at least 12 feet in between the curb cuts:



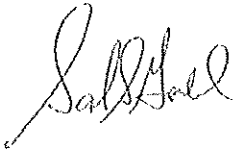
For properties fronting on Collins Avenue, Harding Avenue and every East-West Street in between Collins Avenue and Harding Avenue the Building Code regulations that control the number of curb cuts permitted and curb cuts widths are limited to properties the abut Harding Ave, Collins Ave, and the east/west streets in between are being moved into the zoning code. These requirements also include properties in the H30C zoning district west of Harding, H40, H120, and SDB40 zoning districts. However, this portion of the regulations is not applicable to H30B properties that abut Harding Avenue.

Budget Impact: Planning Staff's time was funded under the general services contract between the Town and CGA. Therefore the Town did not incur an additional budget impact for CGA's time.

Growth Impact: N/A

Staff Impact: N/A

Recommendation: The Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval to the Town Commission at its December 16, 2010 meeting. It is recommended that the Surfside Town Commission introduce on first reading the attached Ordinance, amending sections 90.61 of the Town of Surfside Zoning Code.



Sarah Sinatra Gould, Town Planner



Roger Carlton, Interim Town Manager

ORDINANCE NO. 11- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90.61 CURB CUTS OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to allow additional curb cuts for single family properties with larger lot widths; and

WHEREAS, the Town regulations regarding curb cuts are contained in both the Building Code and the Zoning Code and are not consistent with each other; and

WHEREAS, Town staff is recommending that curb cut regulations contained in Section 14-32 of the Building Code be moved into the Zoning Code and the Zoning code be amended to reflect the inclusion of the Building Code requirements and the provision for additional curb cuts on larger lots.

WHEREAS, the Planning and Zoning Board, as the Local Planning Agency for the Town, held its hearing on the proposed amendments to the district regulations on December 16, 2010 with due public notice and input; and

WHEREAS, the Town Commission held its first public reading on January 18, 2011 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on February 8, 2011 and further finds the proposed change to the Code necessary and in the best interest of the community.

Ordinance No. _____

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 14-32. Limitations on driveway connections (curb cuts).

(a) The following table governs and applies to all property fronting on Collins Avenue (AIA North), Harding Avenue (AIA South) and every East-West Street in between Collins Avenue and Harding Avenue:

PROJECT FRONTAGE
TABLE INSET:

Collins	Harding	East-West Street	Driveway Connections (Curb Cuts) Allowed and Direction
X	X	X	One Two-way on Harding Avenue and One Two-way on Collins Avenue or One Two-way on either Collins Avenue or Harding Avenue and one Two-way mid-block on East-West Street or One one-way on Collins Avenue, one one-way on Harding Avenue and one two-way mid-block on East-West Street
X	X	—	One two-way on either Collins Avenue or Harding Avenue or One one-way on Collins Avenue and one one-way on Harding Avenue
X	—	X	One two-way on Collins Avenue or One one-way on Collins Avenue and one one-way on East-West Street
—	X	X	One two-way on Harding Avenue or one one-way on Harding Avenue and one one-way on East-West Street
X	—	—	One two-way
—	X	—	One two-way

Ordinance No. _____

~~(b) One-way driveway connections (curb cuts) shall not exceed 12 feet in width. Two-way driveway connections (curb cuts) shall not exceed 24 feet in width.~~

~~(c) Except where expressly provided otherwise, driveway connections (curb cuts) on East-West Streets shall be as far away from intersections as practicable.~~

~~(d) If a property fronts on Collins Avenue, Harding Avenue and two East-West Streets, for purposes of the foregoing table, it shall be deemed to front on Collins Avenue, Harding Avenue and one East-West Street.~~

Sec. 90-61. Paving in front and rear yards in H30 and H40 districts.

Front setbacks in the H30A, H30B, H30C or H40 districts shall not be more than 50 percent paved over with any type of material that is not readily permeable by rainwater and groundwater. Pavers and pervious hard materials, including pervious concrete, shall not be utilized for the calculation of pervious area.

(1) Not less than 30 percent of the front yard shall be landscaped.

(2) Not less than 20 percent of the rear yard shall be landscaped.

(3) No front yard shall be accessible by vehicles from a public street by more than two curb cuts.

(4) No curb cut shall be located within five feet of a side lot line.

~~(5) Where there is a single curb cut for any one property, the curb cut shall not be more than 18 feet in width.~~

~~(6) Where there are two curb cuts for any one property, the curb cuts shall not be more than 12 feet in width, and there shall be at least 12 feet between curb cuts. Where a driveway is installed with two curb cuts, a landscaped island containing at least 60 square feet shall be provided between the curb cuts in the front yard area, extending from the front property line to the paved area.~~

(5) On corner lots where vehicular access and off-street parking are provided in a side secondary frontage yard, these same regulations shall apply also to the side secondary frontage yard. Such side secondary frontage yards shall not be more than 50 percent paved over with any type of material that is not readily permeable by rainwater and groundwater and not less than 30 percent of the side secondary frontage yard shall be landscaped.

(6) Driveway materials are limited to the following:

a. Pavers.

b. Color and texture treated concrete, including stamped concrete as long as it is permeable.

c. Painted concrete shall not be permitted.

Ordinance No. _____

d. Asphalt shall not be permitted.

(7) The width of the curb cut shall be measured from the terminus of the driveway entry, not including the taper.

90.61.1 Curb Cuts for properties located in the H30A District, H30B District, and H30C District west of Harding Avenue.

(a) No curb cut shall be located within five feet of a side or rear lot line. For corner lots, no curb cut shall be located within 25 feet of the intersection of the front and secondary frontage lot lines.

(b) Where a driveway is installed with two curb cuts, a landscaped island containing at least 60 square feet shall be provided between the curb cuts in the front yard area, extending from the front property line to the paved area.

(c) The maximum number and location of curb cuts that may be provided for a property shall be determined in accordance with the following table.

	<u>Maximum Driveway Connections (Curb Cuts) Allowed and Location</u>
<u>Front Lot Line Width is less than 100 feet</u>	<u>1. One curb cut, not more than 18 feet in width; Or</u> <u>2. Two curb cuts, each curb cut shall not be more than 12 feet in width, and there shall be at least 12 feet between curb cuts</u>
<u>Front Lot Line Width is 100 feet or greater</u>	<u>1. One curb cut, not more than 24 feet in width; Or</u> <u>2. Two curb cuts, each curb cut shall not be more than 18 feet in width, and there shall be at least 12 feet between curb cuts; Or</u> <u>3. Three curb cuts, each curb cut shall not be more than 12 feet in width, and there shall be at least 12 feet between curb cuts</u>

90.61.2 Curb Cuts for properties fronting on Collins Avenue, Harding Avenue and every East-West Street in between Collins Avenue and Harding Avenue, excluding H30B District properties.

(a) No curb cut shall be located within five feet of a side or rear lot line. For corner lots, no curb cut shall be located within 25 feet of the intersection of the front and secondary frontage lot lines.

(b) One-way driveway connections (curb cuts) shall not exceed 12 feet in width. Two-way driveway connections (curb cuts) shall not exceed 24 feet in width.

(c) Except where expressly provided otherwise, driveway connections (curb cuts) on East-West Streets shall be as far away from intersections as practicable.

Ordinance No. _____

(d) If a property fronts on Collins Avenue, Harding Avenue and two East-West Streets, for purposes of the foregoing table, it shall be deemed to front on Collins Avenue, Harding Avenue and one East-West Street.

(e) The maximum number and location of curb cuts that may be provided for a property shall be determined in accordance with the following table. All curb cuts on Harding Avenue and Collins Avenue are subject to review and approval by the Florida Department of Transportation.

Roadway frontage			Maximum Driveway Connections (Curb Cuts) Allowed and Location
Collins Ave	Harding Avenue	East-West Street	
X	X	X	1. <u>One two-way on Harding Avenue and One two-way on Collins Avenue; Or</u> 2. <u>One two-way on either Collins Avenue or Harding Avenue and one two-way mid-block on East-West Street; Or</u> 3. <u>One one-way on Collins Avenue, one one-way on Harding Avenue and one two-way mid-block on East-West Street</u>
X	X		1. <u>One two-way on either Collins Avenue or Harding Avenue; Or</u> 2. <u>One one-way on Collins Avenue and one one-way on Harding Avenue</u>
X		X	1. <u>One two-way on Collins Avenue; Or</u> 2. <u>One one-way on Collins Avenue and one one-way on East-West Street</u>
	X	X	1. <u>One two-way on Harding Avenue; Or</u> 2. <u>One one-way on Harding Avenue and one one-way on East-West Street</u>
X			<u>One two-way on Collins Avenue</u>
	X		<u>One two-way on Harding Avenue</u>

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Ordinance No. _____

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this _____ day of _____, 2011.


PASSED and ADOPTED on second reading this ____ day of _____, 2011.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, M.M.C., Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Ordinance No. _____

Vote:

Mayor Dietch	yes _____	no _____
Vice Mayor Graubart	yes _____	no _____
Commissioner Karukin	yes _____	no _____
Commissioner Kopelman	yes _____	no _____
Commissioner Olchyk	yes _____	no _____

Ordinance No. _____



Town of Surfside Commission Communication

Agenda Item #: 4B3

Agenda Date: January 18, 2011

Subject: Text Amendment to Section 90.65 - Boat Storage

Objective: Revised regulations for boat parking, require boat registrations, require boats to be kept in good working order and used a minimum of 12 times annually.

Background: At the July 7, 2010 Special Commission meeting a resident indicated that he would like the issue of boat storage to be revisited to allow boats, trailers and personal watercraft in side and rear setbacks, while prohibiting boats in the front yard within single family properties. This issue was a discussion item on the August 26, 2010 Planning and Zoning Board meeting and was placed on the September 30, 2010 Planning and Zoning agenda as an ordinance. However, staff completed a further analysis and discovered that prohibiting boats could result in a hardship for approximately 64 property owners who continually park boats in the single family area. Staff therefore requested an additional review by the Planning and Zoning Board at their December 16, 2010 meeting.

Analysis: The proposed changes are summarized below:

- No boat shall be parked within the side or rear setbacks, or projected or encroach on any public right-of-way.
- Boats shall be permitted within the interior side or rear yards.
- If a boat is parked in the front yard, it shall be on a paved surface
- If parked in the side or rear yard, a fence, wall or hedge, consistent with the code, shall be installed in order to limit visibility to the maximum extent possible.
- It shall be unlawful to park a boat or boat trailer on any lot, unless such lot contains a residential dwelling and the boat is owned and licensed by the owner of such dwelling.
- Boats and boat trailers parked on any lot in the H30A or H30B districts shall be removed immediately upon the issuance of a hurricane watch by a recognized governmental agency.
- Boats and boat trailers shall be kept in good working order and used a minimum of 12 times annually. Usage shall be proven by annual affidavit signed at the time of annual fee renewal.
- Any property owner wishing to park their boat, boat trailer or personal watercraft on their property shall obtain an annual permit from the Town. In order to obtain the annual permit the property owner shall provide proof of home ownership and a valid boat registration in their name and pay a non-refundable fee of \$100.00. This fee and annual permit requirement shall not be applicable to boats stored inside a totally enclosed building, such as a garage, or boats kept on a dock.

Budget Impact: Planning Staff's time was funded under the general services contract between the Town and CGA. Therefore the Town did not incur an additional budget impact for CGA's time. The \$100.00 annual fee is designed to cover the additional administrative costs of monitoring the program.

Growth Impact: N/A

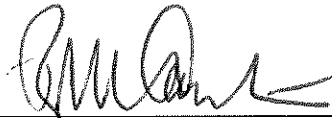
Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve on first reading the attached Ordinance, amending sections 90.65 of the Town of Surfside Zoning Code.

Note: Vice Mayor Joe Graubart suggested at the December 16, 2010 Planning and Zoning Board meeting that the Town should move in the direction of eliminating boat parking in front yards. Should that concept become direction from the Town Commission, it is recommended that existing boats which meet the criteria of this text amendment be grandfathered so long as the owner continues to meet the requirements of this amendment or sells their property.



Sarah Sinatra Gould, Town Planner



Roger M. Carlton, Town Manager

ORDINANCE NO. 11- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 90.65 BOAT STORAGE, INCLUDING ZONING CODE DEFINITIONS OF "SETBACKS" AND "YARDS" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to amend the boat storage regulations to permit boat trailers and personal watercraft in the side or rear setbacks, including Zoning Code definitions of "Setbacks" and "Yards;" and

WHEREAS, subsequent to the Planning and Zoning Board meeting of October 28, 2010, the Town Manager suggested additional provisions; and

WHEREAS, the Town Commission held its first public reading on January 18, 2011 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Planning and Zoning Board, as the Local Planning Agency for the Town, held its hearing on the proposed amendments to the district regulations on January 27, 2011 with due public notice and input; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on February 8, 2011 and further finds the proposed change to the Code necessary and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Ordinance No. _____

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-65. Boat ~~storage~~-parking.

In the following section the term "boat" shall include every description of watercraft or airboat used or capable of being used as a means of transportation on water, including personal watercraft, but shall not include kayaks or canoes or similar non-motorized watercraft. No more than one boat may be parked on any lot in the H30A or H30B districts subject to the following conditions:

(1) Boats shall not be used for living or sleeping quarters, and shall be placed on and secured to a transporting trailer.

(2) No boat, ~~or boat trailer~~ shall be parked ~~or stored~~ within the required interior side yard setback and/or required rear yard setback, or projected or encroach on any public right-of-way.

(3) A boat trailer and personal watercraft may be parked in the front, side, or rear yards. If parked in the side or rear yard, the boat trailer and personal watercraft shall not be visible to the neighboring property. A fence, wall or hedge, consistent with the code, shall be installed in order to limit visibility to the maximum extent possible.

(4) If a boat, boat trailer or personal watercraft is parked in the front yard, it shall be parked on a paved surface.

~~(3)~~ (5) ~~When parked or stored in the front yard or secondary frontage yard the place of parking shall be parallel with and immediately adjacent to or on the driveway, and shall be at least five feet from the interior side or rear property line.~~

(4) (6) The parking, storage or keeping of any boat or boat trailer shall not obstruct driveways or impede the ability of the abutting property owner to maintain the right-of-way clearance. The parking, storage or keeping of any boat or boat trailer shall not cause other vehicles to be parked in rights-of-way so as to create a hazard. The parking ~~or storage~~ of a boat or boat trailer shall not be in conflict with the provisions of Section 90-52, Required Clearances.

~~(5)~~ (7) If covers are provided for the open part of all boats, the covers for any items must fit to the contours of the boat. The color of the cover should be complimentary to the exterior color of the boat. No tarps shall be used.

Ordinance No. _____

~~(6)~~ (8) Boats, boat trailers, and places of parking shall be kept in a clean, neat and presentable condition. Boats and boat trailers shall not be inoperable, wrecked, junked, partially dismantled or abandoned.

~~(7)~~ (9) No boat which does not have a valid registration and a valid license plate decal properly displayed, as required by state law, shall be kept on any lot for more than 30 days, unless they are stored inside a totally enclosed building.

~~(8)~~ (10) It shall be unlawful to park a boat or boat trailer on any lot, unless such lot contains a residential dwelling and the boat ~~belongs~~ is owned and licensed to the ~~occupant~~ owner of such dwelling, ~~a member of his immediate family, a resident of the household residing on the property, or a bona fide guest or visitor thereof.~~

~~(9)~~ (11) No major repairs or overhaul work shall be made or performed on the premises.

~~(10)~~ (12) Boats and boat trailers ~~stored~~ parked on any lot in the H30A or H30B districts shall be secured or removed immediately upon the issuance of a hurricane ~~warning~~ watch by a recognized governmental agency.

(13) Boats and boat trailers shall be kept in good working order and used a minimum of 12 times annually.

Sec. 90-65.1 Boat Registration

(1) Any property owner wishing to park their boat, boat trailer or personal watercraft on their property shall obtain an annual permit from the Town. In order to obtain the annual permit the property owner shall provide proof of home ownership and a valid boat registration in their name and pay a non-refundable fee of \$100.00. This fee and annual permit requirement shall not be applicable to boats stored inside a totally enclosed building or boats kept on a dock.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be

Ordinance No. _____

renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this 18th day of January, 2011.

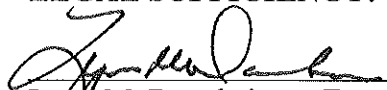
PASSED and ADOPTED on second reading this ____ day of _____, 2011.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, M.M.C., Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch	yes	_____	no	_____
Vice Mayor Graubart	yes	_____	no	_____
Commissioner Karukin	yes	_____	no	_____
Commissioner Kopelman	yes	_____	no	_____
Commissioner Olchyk	yes	_____	no	_____

Ordinance No. _____



9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

MEMORANDUM

TO: Elected Officials
FROM: Roger M. Carlton, Town Manager
DATE: January 18, 2011
SUBJ: Code Compliance Authority for Police Officers

Please see attached Commission Communication and Resolution (Alternate A and Alternate B). Alternate A lists the eleven code violations that the Police Department may enforce if the resolution is approved. Alternate B list the twelve code violations that the Police Department may enforce if the resolution is approved. Alternate B has included an additional code violation, Section 14-29 Work Without Permit. There was discussion at the December Commission meeting that the Code Enforcement Officer and not the Police Department should only enforce this violation. Both resolutions are presented to the Town Commission for its decision.



Town of Surfside Commission Communication

Agenda Item #:

Agenda Date: January 18, 2011

Subject: Code Compliance Authority for Police Officers

Background: Florida State Statute 162.21 authorizes law enforcement officers to be designated as code enforcement officers. Surfside Town Code Section 15-2 authorizes the Town Manager to appoint code enforcement officers for the Town who may include law enforcement officers.

Analysis: The Surfside Police Department receives calls and responds to quality of life issues daily during the daytime and evening hours. Many of these complaints are not criminal but are code violations. Currently the police officers issue warnings, document the incident, and forward the report to the Code Enforcement Officer for follow up. The Town has one Code Enforcement Officer who works days Monday through Friday. In some cases since he did not witness the violation there are legal concerns regarding follow up. Over past few weeks all Surfside Police Officers have been trained in code compliance enforcement by the Town Building Official on certain specific code violations that address quality of life issues. The violations are Section 90-79 Abandoned or Inoperable Vehicles, Section 90-79 Parking on Grass or Unpaved or Unapproved Surfaces, Section 74-1 Commercial Vehicle Prohibited in the Residential Area, Section 54-63 Sidewalk or Street Obstruction, Section 10-28 Leash Law, Section 10-32 Fecal Disposal, Section 10-33 Dogs on the Beach, Section 10-36 Barking or Vicious Dogs, Section 54-78 Prohibited Noises, Section 34-28 Illegal Deposit of Debris, and Section 54-2 Handbill Distribution. Code Compliance authority for Police Officers will allow the Town to promptly address quality of life complaints from its residents. The

resolution will sunset in February 2012 when a review will be presented to the Town Commission regarding continuation of the program.

Budget Impact: None

Staff Impact: None

Recommendation: Town Staff recommends that the Town Commission approve a resolution authorizing the Town Manager to appoint Surfside Police Officers with Town Code Enforcement authority for specific code violations. This will alleviate concerns regarding our ability to enforce eleven code enforcement violations when the code Enforcement Officer is not on duty. It also provides a much greater service level to our citizens without any additional expense.



David Allen, Chief of Police



Roger M. Carlton, Town Manager

RESOLUTION NO. 11- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO APPOINT CODE ENFORCEMENT OFFICERS FOR THE TOWN WHO MAY INCLUDE LAW ENFORCEMENT OFFICERS TO ADDRESS CODE VIOLATIONS FOR SECTIONS 90-79; SECTION 90-79 ABANDONED OR INOPERABLE VEHICLES; SECTION 90-79 PARKING ON GRASS OR UNPAVED OR UNAPPROVED SURFACES; SECTION 74-1 COMMERCIAL VEHICLE PROHIBITED IN THE RESIDENTIAL AREA; SECTION 54-63 SIDEWALK OR STREET OBSTRUCTION; SECTION 10-28 LEASH LAW; SECTION 10-32 FECAL DISPOSAL; SECTION 10-33 DOGS ON THE BEACH; SECTION 10-36 BARKING OR VICIOUS DOGS; SECTION 54-78 PROHIBITED NOISES; SECTION 34-28 ILLEGAL DEPOSIT OF DEBRIS; SECTION 54-2 HANDBILL DISTRIBUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute Section 162.21 provides that law enforcement officers may be designated by the municipality as a "Code Enforcement Officer;" and

WHEREAS, Section 15-2 of the Code of the Town of Surfside authorizes the Town Manager to appoint Code Enforcement Officers for the Town who may include law enforcement officers; and

WHEREAS, code violations may occur during the evening hours or weekends and the Town Code Enforcement Officer works daily Monday through Friday; and

WHEREAS, code compliance authority for Police Officers will allow 24 hour, seven day a week coverage for the Town; and

WHEREAS, over the past few weeks, all Surfside Police Officers have been trained in code compliance enforcement by the Town Building Official on the following specific code violations which address quality of life issues:

Section 90-79 Abandoned or Inoperable Vehicles;

Section 90-79 Parking on Grass or Unpaved or Unapproved Surfaces;

Section 74-1 Commercial Vehicle Prohibited in the Residential Area;

Section 54-63 Sidewalk or Street Obstruction;

Section 10-28 Leash Law;

Section 10-32 Fecal Disposal;

Section 10-33 Dogs on the Beach;

Section 10-36 Barking or Vicious Dogs;

Section 54-78 Prohibited Noises;

Section 34-28 Illegal Deposit of Debris;

Section 54-2 Handbill Distribution;

WHEREAS, Town Staff recommends that the Town Commission approve a Resolution authorizing the Town Manager to appoint Surfside Police Officers with Town Code Enforcement authority for the above-stated specific code violations; and

WHEREAS, Code Compliance authority for Police Officers will allow the Town to promptly address quality of life complaints from its residents and provide a greater service level to the residents without any additional expense and alleviate concerns regarding enforcement of the above-stated code enforcement violations when the Code Enforcement Officer is not on duty; and

WHEREAS, this Resolution will sunset in February 2012 when a review will be presented to the Town Commission regarding continuation of the program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. **Recitals.** That the above and foregoing recitals are true and correct and are incorporated herein.

Section 2. **Authorization.** The Town Commission hereby authorizes the Town Manager to appoint all Surfside Police Officers trained in code enforcement as Code Enforcement Officers to address the above-stated code violations sections only.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of _____, 2011

FINAL VOTE ON ADOPTION

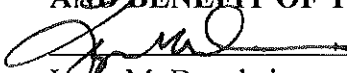
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

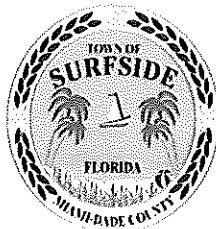
ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney



Town of Surfside Commission Communication

- Agenda Item #:** 5A
- Agenda Date:** January 18, 2011
- Subject:** Code Compliance Authority for Police Officers
- Background:** Florida State Statute 162.21 authorizes law enforcement officers to be designated as code enforcement officers. Surfside Town Code Section 15-2 authorizes the Town Manager to appoint code enforcement officers for the Town who may include law enforcement officers.
- Analysis:** The Surfside Police Department receives calls and responds to quality of life issues daily during the daytime and evening hours. Many of these complaints are not criminal but are code violations. Currently the police officers issue warnings, document the incident, and forward the report to the Code Enforcement Officer for follow up. The Town has one Code Enforcement Officer who works days Monday through Friday. In some cases since he did not witness the violation there are legal concerns regarding follow up. Over past few weeks all Surfside Police Officers have been trained in code compliance enforcement by the Town Building Official on certain specific code violations that address quality of life issues. The violations are Section 90-79 Abandoned or Inoperable Vehicles, Section 90-79 Parking on Grass or Unpaved or Unapproved Surfaces, Section 74-1 Commercial Vehicle Prohibited in the Residential Area, Section 54-63 Sidewalk or Street Obstruction, Section 10-28 Leash Law, Section 10-32 Fecal Disposal, Section 10-33 Dogs on the Beach, Section 10-36 Barking or Vicious Dogs, Section 54-78 Prohibited Noises, Section 34-28 Illegal Deposit of Debris, Section 54-2 Handbill Distribution and Section 14-29 Work Without Permit. Code Compliance authority for Police Officers will allow the Town to promptly address quality of life

complaints from its residents. The resolution will sunset in February 2012 when a review will be presented to the Town Commission regarding continuation of the program.


Budget Impact: None

Staff Impact: None

Recommendation: Town Staff recommends that the Town Commission approve a resolution authorizing the Town Manager to appoint Surfside Police Officers with Town Code Enforcement authority for specific code violations. This will alleviate concerns regarding our ability to enforce twelve code enforcement violations when the code Enforcement Officer is not on duty. It also provides a much greater service level to our citizens without any additional expense.



David Allen, Chief of Police



Roger M. Carlton, Town Manager

RESOLUTION NO. 11- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER TO APPOINT CODE ENFORCEMENT OFFICERS FOR THE TOWN WHO MAY INCLUDE LAW ENFORCEMENT OFFICERS TO ADDRESS CODE VIOLATIONS FOR SECTIONS 90-79; SECTION 90-79 ABANDONED OR INOPERABLE VEHICLES; SECTION 90-79 PARKING ON GRASS OR UNPAVED OR UNAPPROVED SURFACES; SECTION 74-1 COMMERCIAL VEHICLE PROHIBITED IN THE RESIDENTIAL AREA; SECTION 54-63 SIDEWALK OR STREET OBSTRUCTION; SECTION 10-28 LEASH LAW; SECTION 10-32 FECAL DISPOSAL; SECTION 10-33 DOGS ON THE BEACH; SECTION 10-36 BARKING OR VICIOUS DOGS; SECTION 54-78 PROHIBITED NOISES; SECTION 34-28 ILLEGAL DEPOSIT OF DEBRIS; SECTION 54-2 HANDBILL DISTRIBUTION; SECTION 14-29 WORK WITHOUT PERMIT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute Section 162.21 provides that law enforcement officers may be designated by the municipality as a “Code Enforcement Officer;” and

WHEREAS, Section 15-2 of the Code of the Town of Surfside authorizes the Town Manager to appoint Code Enforcement Officers for the Town who may include law enforcement officers; and

WHEREAS, code violations may occur during the evening hours or weekends and the Town Code Enforcement Officer works daily Monday through Friday; and

WHEREAS, code compliance authority for Police Officers will allow 24 hour, seven day a week coverage for the Town; and

WHEREAS, over the past few weeks, all Surfside Police Officers have been trained in code compliance enforcement by the Town Building Official on the following specific code violations which address quality of life issues:

Section 90-79 Abandoned or Inoperable Vehicles;

Section 90-79 Parking on Grass or Unpaved or Unapproved Surfaces;

Section 74-1 Commercial Vehicle Prohibited in the Residential Area;

Section 54-63 Sidewalk or Street Obstruction;

Section 10-28 Leash Law;

Section 10-32 Fecal Disposal;

Section 10-33 Dogs on the Beach;

Section 10-36 Barking or Vicious Dogs;

Section 54-78 Prohibited Noises;

Section 34-28 Illegal Deposit of Debris;

Section 54-2 Handbill Distribution;

Section 14-29 Work Without Permit.

WHEREAS, Town Staff recommends that the Town Commission approve a Resolution authorizing the Town Manager to appoint Surfside Police Officers with Town Code Enforcement authority for the above-stated specific code violations; and

WHEREAS, Code Compliance authority for Police Officers will allow the Town to promptly address quality of life complaints from its residents and provide a greater service level to the residents without any additional expense and alleviate concerns regarding enforcement of the above-stated code enforcement violations when the Code Enforcement Officer is not on duty; and

WHEREAS, this Resolution will sunset in February 2012 when a review will be presented to the Town Commission regarding continuation of the program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. **Recitals.** That the above and foregoing recitals are true and correct and are incorporated herein.

Section 2. **Authorization.** The Town Commission hereby authorizes the Town Manager to appoint all Surfside Police Officers trained in code enforcement as Code Enforcement Officers to address the above-stated code violations sections only.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of _____, 2011

FINAL VOTE ON ADOPTION

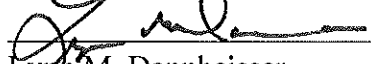
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

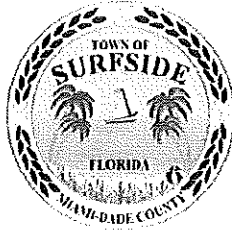
ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney



Town of Surfside Commission Communication

Agenda Item #: 5B

Agenda Date: January 18, 2010

Subject: Construction Administration, Construction Inspection and Engineering During Construction for Water, Sewer and Storm Drainage Project

Objective: Provide experienced personnel for daily field inspections, daily project management and daily engineering consultation and review. This will ensure that all work is completed in accordance with the plans and specifications, all quantities are verified prior to payment, and field changes can be made in the best interest of the Town without project delay. The functions included in this work order include:

Engineering During Construction:

Responsible for all engineering decisions, directives, and adjustments required during construction, subject to approval by the Town Manager and availability of funds. This function will also be responsible for weekly meetings, site visits and permit close outs. This function is known as the Engineer of Record (EOR) and will make all final decisions, subject to the constraints enumerated above, regarding the construction of this project and is required to certify completion to each governmental agency involved.

Professional Construction Services:

Responsible for all on-site activities, which due to the multiple crews and expedited schedule, will require two (2) full time employees to be on-site during construction activities. This function will review each pre and post rehabilitation video for the sewers, document all field quantities, direct any field changes or repairs, and will notify the EOR immediately if a high level decision is required. This instant access from field inspector to EOR is crucial to keep construction activities moving without delay and to avoid costly mistakes.

Professional Governmental Consulting Services:

This person will act as the Project Manager (PM) for all three (3) phases of this Capital Improvement Project. The PM will be responsible for coordination between all parties, including the Town, Consultants, Contractors and Permitting Agencies. The PM will be the main point of contact for the Town and will be involved in weekly on-site meetings, as well as weekly in-house interdepartmental meetings. The PM will be available via cell phone at all times and will respond during any urgent matters.

In summary, to properly manage, account for the work completed, and certify the completion of the work, multiple full time and part time field inspectors, engineers and project managers are required. The installation, acceptance and payment to the Contractor will be based off field measure and inspection, which is the ultimate responsibility of the PM. The full time field inspectors will be responsible for field verifying installation and measurements.

Background: The Town's water system was constructed in 1938. The Town's sanitary sewer system was constructed in 1949. Although this system was well constructed, over time damage has occurred to the system which led to the Environmental Protection Agency (EPA) issuing a Consent Decree to the Town in 1995. The Town has been working closely with Dade County's Department of Environmental Resource Management (DERM) to resolve all issues over the years. The DERM Consent Agreement was issued in 2007. During the time from the Consent Agreement until present, the Town has been applying for various Federal, State and County Grants to help fund the required repairs while simultaneously analyzing the system to determine its estimated water losses or sewer infiltration due to aging pipelines. After analyzing the system and usage data it was determined that the aging pipes were allowing ground and rain water to enter into the sanitary sewer system. Due to the fact that the Town pays for its sewage to be treated by the gallon, this infiltration of ground water was causing the Town to pay an approximate 35% more per month for sewage treatment.

Analysis: This multi-employee, full-time oversight is required to ensure that the Town's Project is completed on-time, per specifications, and under budget. The cost for this portion of work will ensure that schedule and budget slippage does not occur due to inadequate oversight.

Budget Impact: Funds for completion of the CGA services are included in the overall project budget. The total of all CGA costs to date plus the five work authorizations on the January 18, 2011 agenda, is approximately 8.5% of the estimated project cost of \$16 Million. This is comparable or below industry standard for design and administration fees for similar projects. The amount of this work authorization is \$714,791.70.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve this work authorization so that the project remains on schedule.



Department Head



Town Manager

RESOLUTION NO. 11-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 42 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING CONSTRUCTION ADMINISTRATION, CONSTRUCTION INSPECTION AND ENGINEERING DURING CONSTRUCTION OF THE WATER, SEWER, STORM DRAINAGE PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to obtain services for construction administration, construction inspection and engineering during construction of the water, sewer, storm drainage project; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide the professional engineering and professional construction services; and

WHEREAS, Work Authorization No. 42 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 42 attached as "Exhibit A".

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION


Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joe Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:



Lynn M. Dannheisser
Town Attorney



Date: January 4, 2011

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 42
Surfside Infrastructure Improvements
CGA Proposal No. 06-5355.15

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 42 for Surfside Infrastructure Improvements. The scope of the project includes Construction Services for Town of Surfside Infrastructure Improvements.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering, Construction and Government Consulting as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$714,791.70.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

TOWN OF SURFSIDE
Surfside Infrastructure Improvements

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Engineering During Construction

- Attend Weekly Meetings at Town Hall for entire duration of construction project. Duration of construction assumed at 15 months or 69 weeks @ 4 hours per meeting
- Review Shop Drawings as submitted by contractor
- Site visits during construction. Proposal assumes one visit per week by the Project Engineer for all 15 months (69 weeks) @ 4 hours a visit.
- Changes to design during construction
- Preparation of specifications for bidding purposes
- Final project Certification and Close-out through Miami Dade WASD & DERM

II. Professional Construction Services

A. CGA will provide a full time (8 hours a day 5 days per week) Project Manager to perform the following duties:

- 1. Plan, direct, and coordinate all phases of construction.**
- 2. Monitor progress and pace of construction.**
- 3. Oversee the general contractor on their coordination and supervision**

of their subcontractors, equipments and material, and workmanship.

4. Communicate and assist in reporting any resident concerns or complaints.
 5. Attend weekly progress meetings.
- B. CGA will provide a full time (8 hours per day 5 days per week) Field Inspector to perform the following duties:
1. Make daily inspections for compliance with plans and specifications. Make interim inspections for substantial completion, review, approve and process pay requests and perform a final inspection to determine, in general, if the work has been completed in conformance with the intent of the contract documents.
- C. Review as-builts provided by the contractor.
- D. Review and process closeout packages.
- E. Assist in bidding process, including pre-bid, bid opening, recommendation of award and contract execution.

III. Professional Government Consulting Services

- A. Preconstruction Administration
1. Act as CGA's contact person for the Town throughout the project.
 2. Attend all staff and commission meetings required to provide information and updates as needed.
 3. Manage the creation review and revision of the bid documents including construction contract.
 4. Manage the mandatory pre-bid meeting.
 5. Manage the bid opening process.
 6. Manage the contractor selection process.
 7. Manage the permit administration to ensure all required permits are

obtained.

8. Coordinate pre-construction meeting with contractor and all required permitting agencies.

B. Construction Administration

1. Act as CGA's contact person for the Town throughout the project.
2. Conduct ongoing contractor coordination meetings once a week to ensure efficiency and jobsite harmony to maintain the construction schedule.
3. Facilitate all action items coming from the weekly progress meeting to ensure construction activity is expedited.
4. Maintain an updated construction schedule and "news briefs" to the designated Public Relations contact for updating the staff and residents.
5. Maintain and negotiate change orders and the associated records and approvals including the reason or cause of the change order for payment.
6. Manage the review and approval of payment requests per the contract and percentage of work completed.
7. Manage and implement budgetary controls.
8. Maintain and coordinate requests for interpretation.
9. Maintain ongoing contract administration.
10. Manage the creation of the punch list for close out process.
11. Resolve outstanding disputes and claims between the town and the contractor.
12. Manage the determination of "substantial completion" and "final completion" of the project to determine payment and eventual release of retainage.

13. Ensure retainage is held according to the contract to ensure the quality and completeness of the work.
14. Manage the final inspections and approvals of all regulatory agencies.
15. Manage the review and approval of the contractor's as-built drawings.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$680,754.00 plus reimbursables at \$34,037.70 with a total not to exceed amount of \$714,791.70. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: _____
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: _____
Roger Carlton, Town Administrator

**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 42
PROJECT NAME Surfside Infrastructure Improvements
 CGA Proposal No. 06-5355.15
DESCRIPTION Construction Services for Town of Surfside
 Infrastructure Improvements

TITLE	RATE	HOURS/UNITS	COST
Associate Construction	\$154.50	35.15404	\$5,431.30
Associate Engineering VI	\$180.25	25	\$4,506.25
Clerical	\$72.10	23	\$1,658.30
Construction Management Director	\$123.60	445	\$55,002.00
Consultant	\$130.00	773	\$100,490.00
Inspector	\$83.00	5280	\$438,240.00
Permit Administrator	\$77.25	4	\$309.00
Project Engineer III	\$123.60	525	\$64,890.00
Project Manager IV	\$133.90	75	\$10,042.50
Sr Inspector	\$92.70	2	\$185.40
			\$680,754.75

SUB CONSULTANTS	COST
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LABOR SUBTOTAL	\$680,754.75
REIMBURSABLE SUBTOTAL	\$34,037.74
TOTAL	\$714,792.49

Reviewed by: _____
 Roger Carlton, Town Administrator



**TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE**

Principal 212.18
Executive Assistant 74.26

ENGINEERING

Associate, Engineering 185.66
Director, Engineering 159.14
Project Manager 137.92
Resident Inspector 127.31
Project Engineer 127.31
Engineer 106.09
Jr. Engineer 90.18
Senior CADD Technician 106.09
CADD Technician 84.87
Traffic Technician 79.57
Permit Administrator 79.57
Clerical 74.26

DATA TECH DEVELOPMENT

Associate, Data Tech Dev. 159.14
GIS Coordinator 137.92
GIS Specialist 116.70
Multi-Media 3D Developer 95.48
GIS Technician 84.87
Sr. Applications Developer 169.74
Applications Developer 127.31
Network Administration 137.92
System Support Specialist 116.70
IT Support Specialist 84.87

CONSTRUCTION

Associate, Construction 159.14
Construction Management Dir. 127.31
Senior Inspector 95.48

EMERGENCY MANAGEMENT

Director 137.92
Planner 95.48
Jr. Planner 79.57

PLANNING

Associate, Planning 159.14
Director of Planning 137.92
Planning Administrator 127.31
Assistant Director 116.70
Planner 95.48
Jr. Planner 79.57

EXPERT WITNESS

Principal/Associate 318.27
Registered Engineer/Surveyor 265.23
Project Engineer 212.18

LANDSCAPE ARCHITECT

Associate, Landscape 159.14
Senior Landscape Architect 122.00
Environmental Administrator 116.70
Landscape Architect 106.09
Environmental Specialist 95.48
Landscape CADD Technician 84.87
Environmental Assistant 74.26

SURVEYING

Associate, Surveying 169.74
Hydrographic Survey Crew 344.79
G.P.S. Survey Crew 148.53
Survey Crew 132.61
Senior Registered Surveyor 137.92
Survey Coordinator 90.18
CADD Technician 84.87
Submeter G.P.S 68.96

**MICROBIAL/INDOOR AIR
QUALITY SERVICES**

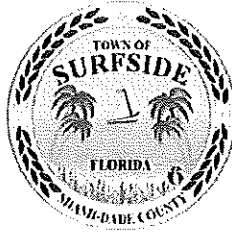
Sr. Environmental Scientist 106.09
Environmental Scientist 90.18

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.



Town of Surfside Commission Communication

Agenda Item #: 5C

Agenda Date: January 18, 2010

Subject: Public Information Program for the Infrastructure Rehabilitation Project

Objective: Provide up to date, accurate, complete information to the residents of Surfside throughout the entire bidding, award and construction of the Infrastructure Rehabilitation Project through various forms of media.

Background: It is critical to ensure project information and updates are broadcast through multiple media forms to all residents within Surfside. CGA will provide information via Town meetings, a new website, social media, hard copy mailers, channel 77 and traffic reader boards. All forms of media will be updated regularly to ensure accuracy. The information will contain project updates, schedules, financial information, and pictures.

Analysis: The Public Information Program Campaign has already begun with the creation of the new website page, presentation given at the January Commission Meeting and the Frequently Asked Questions (FAQ) that went out with the December water/sewer bills which included the rate increase. It will continue throughout the entire construction schedule and close out. This relay of information from the project team to the residents will be critical throughout the project.

Budget Impact: Funds for this the Public Information Program are included in the overall design costs requested by CGA to complete the construction administration of the Capital Improvement Projects. The total of all costs requested by CGA, this proposal included, is approximately 8.5% of the estimated construction costs. This is comparable or below industry standard for design and administration fees for similar projects. The amount of this work authorization is \$13,387.50.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve this work authorization.



Department Head



Roger M. Carlton, Town Manager

RESOLUTION NO. 11-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 43 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR PUBLIC RELATIONS AND SOCIAL NETWORKING MANAGEMENT FOR THE UTILITY REPLACEMENT PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to obtain professional government consulting services for the utility replacement project within the Town of Surfside; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide public relations and social networking management; and

WHEREAS, Work Authorization No. 43 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 43 attached as "Exhibit A".

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____

Commissioner Edward Kopelman _____

Commissioner Marta Olchyk _____

Vice Mayor Joe Graubart _____


Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:



Lynn M. Dannheisser
Town Attorney



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: November 18, 2010

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

FEWER 1/3 = 401-9900-536-6310 = 4,462.50
WATER 1/3 = 401-9900-536-6320 = 4,462.50
STORM 1/3 = 404-5500-538-6310 = 4,462.50



13,387.50

RE: Work Authorization No. 43
Public Relations and Social Networking Management for The Utility
Replacement Project
CGA Proposal No. 10-3815

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 43 for Public Relations and Social Networking Management for The Utility Replacement Project. The scope of the project includes manage all public relations and social networking for the project duration.

The Scope of Services to be furnished under this Work Authorization includes Government Consulting as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$13,387.50.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

- Building Code Services
- Code Enforcement
- Construction Engineering & Inspection
- Construction Services
- Contract Government
- Data Technologies & Development
- Emergency Management Services
- Engineering
- Governmental Services
- Indoor Air Quality
- Landscape Architecture & Environmental Services
- Municipal Engineering
- Planning
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- Redevelopment & Urban Design
- Surveying & Mapping
- Transportation Planning & Traffic Engineering
- Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

TOWN OF SURFSIDE

Public Relations and Social Networking Management for The Utility Replacement Project

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Government Consulting Services

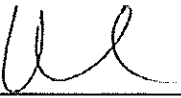
A. Public Relations Management

1. Create an Overall Marketing Scheme For the Utility Replacement Project.
 - This Marketing Scheme will be Carried Throughout all Websites, Mailers, , Social Media, Etc.
2. Create Informational Mailers for All Town Residents.
 - Mailers will Contain Project Information, Scheduling, Pictures, Marketing, and Information Regarding the "Kick-Off" Meeting.
3. Conduct Two (2) "Kick-Off" Meeting with Town Residents.
 - Meeting will Display Construction Schedule, Maps, Plans, Exhibits, and Information.
 - Meeting will Provide Residents a Chance to Ask Questions and Receive Instant Answers.
4. Provide Bi-Weekly Updates to Residents Via:
 - Project Website.
 - Channel 77.
 - Social Media Including: Facebook, Twitter and Emails.
 - Coordinate, through the Police Department, The Placement and Message on the Mobile Police Reader Boards.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$12,750.00 plus reimbursables at \$637.50 with a total not to exceed amount of \$13,387.50. Payments to be made monthly.

3. SUBMITTED

Submitted by: 
Dennis J. Giordano

Date: 11/18/10

4. APPROVAL

Approved by: 
Roger Carlton, Town Administrator

Date: 12/20/10

**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 43
PROJECT NAME Public Relations and Social Networking
Management for The Utility Replacement
Project
DESCRIPTION CGA Proposal No. 10-3815
manage all public relations and social
networking for the project duration

TITLE	RATE	HOURS/UNITS	COST
Unit	\$850.00	15	\$12,750.00
			\$12,750.00

SUB-CONSULTANTS	COST
------------------------	-------------

LABOR SUBTOTAL \$12,750.00
REIMBURSABLE SUBTOTAL \$637.50
TOTAL \$13,387.50

Reviewed by:



Roger Carlton, Town Administrator



**TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE**

Principal 206.00
Executive Assistant 72.10

ENGINEERING

Associate, Engineering 180.25
Director, Engineering 154.50
Project Manager 133.90
Resident Inspector 123.60
Project Engineer 123.60
Engineer 103.00
Jr. Engineer 87.55
Senior CADD Technician 103.00
CADD Technician 82.40
Traffic Technician 77.25
Permit Administrator 77.25
Clerical 72.10

DATA TECH DEVELOPMENT

Associate, Data Tech Dev. 154.50
GIS Coordinator 133.90
GIS Specialist 113.30
Multi-Media 3D Developer 92.70
GIS Technician 82.40
Sr. Applications Developer 164.80
Applications Developer 123.60
Network Administration 133.90
System Support Specialist 113.30
IT Support Specialist 82.40

CONSTRUCTION

Associate, Construction 154.50
Construction Management Director 123.60
Senior Inspector 92.70

EMERGENCY MANAGEMENT

Director 133.90
Planner 92.70
Jr. Planner 77.25

PLANNING

Associate, Planning 154.50
Director of Planning 133.90
Planning Administrator 123.60
Assistant Director 113.30
Planner 92.70
Jr. Planner 77.25

EXPERT WITNESS

Principal/Associate 309.00
Registered Engineer/Surveyor 257.50
Project Engineer 206.00

LANDSCAPE ARCHITECT

Associate, Landscape 154.50
Senior Landscape Architect 118.45
Environmental Administrator 113.30
Landscape Architect 103.00
Environmental Specialist 92.70
Landscape CADD Technician 82.40
Environmental Assistant 72.10

SURVEYING

Associate, Surveying 164.80
Hydrographic Survey Crew 334.75
G.P.S. Survey Crew 144.20
Survey Crew 128.75
Senior Registered Surveyor 133.90
Survey Coordinator 87.55
CADD Technician 82.40
Submeter G.P.S 66.95

**MICROBIAL/INDOOR AIR
QUALITY SERVICES**

Sr. Environmental Scientist 103.00
Environmental Scientist 87.55

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community
Maintenance Services

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Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

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Effective November 14, 2008



Town of Surfside Commission Communication

Agenda Item #: 5D

Agenda Date: January 18, 2010

Subject: Topographic Survey

Objective: Perform topographic surveys of every street within the water/sewer/storm drainage project area to provide cross sectional data for analysis and design necessary to correctly repave the streets when the underground work has been completed.

Background: All existing roadways that will have their pavement fully or partially removed to accommodate construction of new underground utilities will be overlaid with new asphalt in two phases. Some existing roadways have existing cross slopes greater than is recommended, which means that the crown of the road is too high, potentially causing problems for drivers using these roads. This survey will show which areas have these incorrect slopes. CGA will utilize this data to complete their pavement restoration plan.

Analysis: The Survey team will need to take a minimum of three (3) data shots per cross section, for five hundred (500) cross sections, resulting in one thousand five hundred (1,500) data shots. This large amount of data is required to accurately complete the pavement restoration plan. The CGA fee is \$17.74 per cross section for a total of \$8,871.45.

Budget Impact: Funds for this design are included in the overall design costs requested by CGA to complete the construction administration of the Capital Improvement Projects. The total of all costs requested by CGA, this proposal included, is approximately 8.5% of the estimated construction costs. This is comparable or slightly below the industry standard for design and administration fees for similar projects. The amount of this work authorization is \$8,871.45.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve this work authorization.



Department Head



Town Manager

RESOLUTION NO. 11-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 45 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING A TOPOGRAPHIC SURVEY ON ROADS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to obtain topographic information on the roads within the Town of Surfside; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide the topographical information; and

WHEREAS, Work Authorization No. 45 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 45 attached as "Exhibit A".

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____

Commissioner Edward Kopelman _____

Commissioner Marta Olchyk _____

Vice Mayor Joe Graubart _____

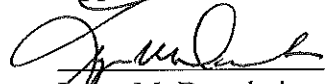
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:



Lynn M. Dannheisser
Town Attorney



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: November 19, 2010

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 45
Topographic Survey
CGA Proposal No. 10-3832



Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 45 for Topographic Survey. The scope of the project includes Topographic Survey.

The Scope of Services to be furnished under this Work Authorization includes Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$8,871.45.

500 cons
sect
\$17.74/cons sect

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Robert W. Jackson Jr., PSM
Director, Surveying & Mapping

- Building Code Services
- Code Enforcement
- Construction Engineering & Inspection
- Construction Services
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1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

TOWN OF SURFSIDE
Topographic Survey

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Surveying Services

A. Provide Topographic information on roads in the Town of Surfside from:

1. Abbott Avenue West to Bay Drive and from the South Corporate limits to 96th Street.

B. Cross-Sections will be taken at 100 foot intervals along the roads. Three shots will be provided at each section, Crown of road and lip of road or gutter.

C. Total length of project is approximately 50,000 linear feet. Cost per linear foot is approximately \$0.17.


2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$8,449.00 plus reimbursables at \$422.45 with a total not to exceed amount of \$8,871.45. Payments to be made monthly.

3. TIME OF PERFORMANCE:


Item I through [ENTER LAST SCOPE ITEM] under the scope of services will be completed within [ENTER ESTIMATED CONSTRUCTION TIME] calendar days after the Notice to Proceed except for delays beyond the control of the Consultant.

4. SUBMITTED

Submitted by: 
Robert W. Jackson Jr., PSM

Date: 11-19-2010

5. APPROVAL

Approved by: 
Roger Carlton, Town Administrator

Date: 12/20/10


**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 45
PROJECT NAME Topographic Survey
CGA Proposal No. 10-3832
DESCRIPTION Topographic Survey

TITLE	RATE	HOURS/UNITS	COST
Sr. Registered Surveyor	\$137.92	6	\$827.52
Survey Crew	\$132.61	52	\$6,895.72
Survey File Compilation	\$90.18	8.0559	\$726.48
			\$8,449.72

SUB-CONSULTANTS **COST**

LABOR SUBTOTAL \$8,449.72
REIMBURSABLE SUBTOTAL \$422.49
TOTAL \$8,872.21

Reviewed by:  12/20/10
Roger Carlton, Town Administrator

Martin Sherwood

From: Martin Sherwood
Sent: Tuesday, December 21, 2010 3:08 PM
To: Chris Giordano; Shaun Bamforth
Cc: Roger Carlton; Mayte Gamiotea; Dawn Hunziker; Fernando Rodriguez; Catherine Colonna; Debra Eastman; berabbot
Subject: RE: Water/Sewer/Storm: Proposal Breakdown (SURFSIDE Charge codes)

Chris/Shawn/Jesus/CGA,

For the CC preparation (pertaining to FY 2011 budget) - and your future invoicing, please code as follows:

Water 70% = 401-9900-536-6320
Sewer 15% = 401-9900-536-6310
Stormwater Drainage 15% = 404-5500-538-6310

Thank you



Martin D. Sherwood, CPA CGFO
Finance Director
Town of Surfside
9293 Harding Ave
Surfside, FL 33154
305-861-4863 ext. 225
305-861-1302 (fax)
msherwood@townofsurfsidefl.gov

Note: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

From: Chris Giordano [mailto:cgjordano@calvin-giordano.com]
Sent: Tuesday, December 21, 2010 1:54 PM
To: Martin Sherwood
Cc: Shaun Bamforth
Subject: Proposal Breakdown

Marty,

I met with Shaun and he stated that the breakdown should be as follows:

Water 70%
Sewer 15%
Drainage 15%

This breakdown is applicable for the pavement restoration, topography, and phasing / MOT plan proposals. The PR/marketing proposal should be an even split between the three phases.

Thank you,

CHRIS GIORDANO
Project Administrator (Broward)



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Broward

phone: 954.921.7781
fax: 954.921.8807

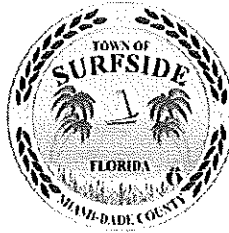
Palm Beach

phone: 561.684.6161
fax: 561.684.6360



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Town of Surfside Commission Communication

Agenda Item #: 5E

Agenda Date: January 18, 2010

Subject: Adding Sewer Lines to the Water/Sewer/Storm Drainage project to interconnect the new sewer force main on Collins Ave

Objective: Design "dry" sewer force mains, which will be constructed for a future connection to the future force main on Collins Avenue, into the capital improvement project. "Dry" means that the pipes will not be utilized to convey sanitary sewer at this time, but will be installed for a future connection.

Background: Surfside currently shares a wastewater force main with Bal Harbor that brings waste from both communities to Miami Beach. The existing shared line on Abbott is old and has shown signs that it is nearing its useful life. In order to avoid future breaks, which are extremely costly to repair, Bal Harbor has begun a design for this force main to be placed in Collins Avenue before it is paved and has invited Surfside to connect to it as well.

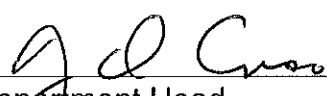
Analysis: This design should be included in the plans for the upcoming sewer project so it can be constructed as part of this project. This will help avoid future construction in the Town right of way (ROW). Also, the Town will save on the cost to design and construct this force main by including it with the other water/sewer/storm drainage work, rather than designing and constructing it on its own.

Budget Impact: Funds for this design are included in the overall design costs requested by CGA to complete the construction administration of the Capital Improvement Projects. The total of all costs requested by CGA, this proposal included, is approximately 8.5% of the estimated construction costs. This is at or below industry standard for design and administration fees for similar projects. The amount of this work authorization is \$15,789.90.


The cost to construct these dry force mains will be included in the bid for the capital improvement projects and will not cause the project to go over budget.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve this work authorization.



Department Head
Page 163



Town Manager

RESOLUTION NO. 11-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 41 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING THE PREPARATION OF CONSTRUCTION PLANS FOR SURFSIDE INFRASTRUCTURE IMPROVEMENTS FOR DRY SEWER LINE AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to go forward with the preparation of construction plans for improved infrastructure; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide civil engineering services to prepare construction plans for dry sewer line for future connection to Collins; and

WHEREAS, Work Authorization No. 41 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 41 attached as "Exhibit A".

Section 3. That the Commission authorizes the Town Manager to do all things necessary to carry out the work contained in Work Authorization No. 41.

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____

Commissioner Edward Kopelman _____

Commissioner Marta Olchyk _____

Vice Mayor Joe Graubart _____

Mayor Daniel Dietch _____

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:

Lynn M. Dannheisser
Town Attorney



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: December 14, 2010

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

401-9900-536-6310 (100%)
SEWER

RE: Work Authorization No. 41
Surfside Infrastructure Improvements - Dry Sewer Line
CGA Proposal No. 09-2365.5

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 41 for Surfside Infrastructure Improvements - Dry Sewer Line. The scope of the project includes prepare construction plans for dry sewer line for future connection to Collins.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$15,789.90.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

- Building Code Services
- Code Enforcement
- Construction Engineering & Inspection
- Construction Services
- Contract Government
- Data Technologies & Development
- Emergency Management Services
- Engineering
- Governmental Services
- Indoor Air Quality
- Landscape Architecture & Environmental Services
- Municipal Engineering Planning
- Public Administration
- Redevelopment & Urban Design
- Surveying & Mapping
- Transportation Planning & Traffic Engineering
- Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

TOWN OF SURFSIDE

Surfside Infrastructure Improvements - Dry Sewer Line

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Revise Sewer Plans to include "dry" force main on 93rd Street and 89th Street from existing pump stations to 5 feet from the Collins Avenue Right Of Way for future connection to a future force main on Collins Ave. Plans shall also be updated with a profile of the force main, per agency requirements. This force main will be sized equal to the existing effluent lines leaving each station. Because we are matching the existing effluent line diameters, it is assumed in this proposal that additional calculations will not be necessary for permitting. Should calculations be necessary additional services may be required.
2. CGA shall receive approval from the following agencies.
 - Miami Dade DERM
 - Miami Dade WASD
 - Florida Department of Environmental Protection
 - FDOT

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$15,038.00 plus reimbursables at \$751.90 with a total not to exceed amount of \$15,789.90. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____

Dennis J. Giordano

Date: _____

12-16-10

4. APPROVAL

Approved by: 
Roger Carlton, Town Administrator

Date: 12/26/10

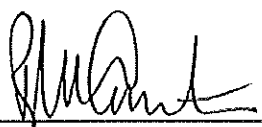
**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 41
PROJECT NAME Surfside Infrastructure Improvements - Dry
Sewer Line
CGA Proposal No. 09-2365.5
DESCRIPTION prepare construction plans for dry sewer line for
future connection to Collins

TITLE	RATE	HOURS/UNITS	COST
Engineer II	\$103.00	92	\$9,476.00
Project Engineer III	\$123.60	45	\$5,562.00
			<hr/>
			\$15,038.00

SUB-CONSULTANTS	COST
------------------------	-------------

LABOR SUBTOTAL	\$15,038.00
REIMBURSABLE SUBTOTAL	\$751.90
TOTAL	\$15,789.90

Reviewed by: 

Roger Carlton, Town Administrator



**TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE**

Principal 212.18
Executive Assistant 74.26

ENGINEERING

Associate, Engineering 185.66
Director, Engineering 159.14
Project Manager 137.92
Resident Inspector 127.31
Project Engineer 127.31
Engineer 106.09
Jr. Engineer 90.18
Senior CADD Technician 106.09
CADD Technician 84.87
Traffic Technician 79.57
Permit Administrator 79.57
Clerical 74.26

DATA TECH DEVELOPMENT

Associate, Data Tech Dev. 159.14
GIS Coordinator 137.92
GIS Specialist 116.70
Multi-Media 3D Developer 95.48
GIS Technician 84.87
Sr. Applications Developer 169.74
Applications Developer 127.31
Network Administration 137.92
System Support Specialist 116.70
IT Support Specialist 84.87

CONSTRUCTION

Associate, Construction 159.14
Construction Management Dir. 127.31
Senior Inspector 95.48

EMERGENCY MANAGEMENT

Director 137.92
Planner 95.48
Jr. Planner 79.57

PLANNING

Associate, Planning 159.14
Director of Planning 137.92
Planning Administrator 127.31
Assistant Director 116.70
Planner 95.48
Jr. Planner 79.57

EXPERT WITNESS

Principal/Associate 318.27
Registered Engineer/Surveyor 265.23
Project Engineer 212.18

LANDSCAPE ARCHITECT

Associate, Landscape 159.14
Senior Landscape Architect 122.00
Environmental Administrator 116.70
Landscape Architect 106.09
Environmental Specialist 95.48
Landscape CADD Technician 84.87
Environmental Assistant 74.26

SURVEYING

Associate, Surveying 169.74
Hydrographic Survey Crew 344.79
G.P.S. Survey Crew 148.53
Survey Crew 132.61
Senior Registered Surveyor 137.92
Survey Coordinator 90.18
CADD Technician 84.87
Submeter G.P.S 68.96

**MICROBIAL/INDOOR AIR
QUALITY SERVICES**

Sr. Environmental Scientist 106.09
Environmental Scientist 90.18

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services

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Fort Lauderdale, FL 33316
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Fax: 954.921.8807

www.calvin-giordano.com

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Town of Surfside Infrastructure Rehabilitation Engineering and Design Fee Analysis

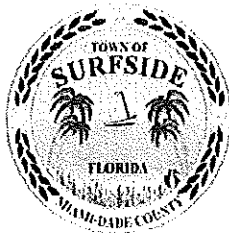
Previously Approved Projects	Project/Proposal Number	Description	Total Contract	Billed to Date	Remaining	Paid To Date	Past Due	Phase Construction Cost	% of Phase Construction Cost	Total Construction Cost	% of Total Construction Cost
	07-1552	Surfside Drainage Improvements									
		Survey Project Sites	\$ 20,000								
		Engineering Design	\$ 261,500								
		Bid Project	\$ 8,000								
		BMP Monitoring	\$ 60,000								
		Post Grant Project Admin	\$ 40,000								
		Implement Education Component	\$ 10,000								
		Not Included in Design/CA Costs	\$ (110,000)								
		Project Number Total	\$ 289,500	\$ 228,223	\$ 61,278	\$ 228,223	\$ -	\$ 3,025,623	9.57%	\$ 16,000,000	1.81%
08-2045		Sanitary Sewer Master Maintenance Plan (Includes Lift Stations)									
		In House	\$ 45,265	\$ 53,352	\$ (8,087)	\$ 53,352	\$ -				
		Sub-Consultant	\$ 96,000	\$ 87,913	\$ 8,087	\$ 87,913	\$ -				
		Not Included in Design/CA Costs	\$ (114,539)	\$ -	\$ -	\$ -	\$ -				
		Project Number Total	\$ 26,676	\$ 141,265	\$ -	\$ 141,265	\$ -	\$ 6,236,518	0.43%	\$ 16,000,000	0.17%
08-2045.1		Surfside Stormwater Implementation Plan									
		In House Engineering	\$ 64,154	\$ 62,960	\$ 1,194	\$ 61,296	\$ 1,664				
		Project Number Total	\$ 64,154	\$ 62,960	\$ 1,194	\$ 61,296	\$ 1,664	\$ 670,487	9.57%	\$ 16,000,000	0.40%
08-2045.2		Sanitary Sewer Pump Station Improvements Pump Station No. 1 & 2									
		In House Engineering	\$ 73,341	\$ 60,658	\$ 12,683	\$ 58,088	\$ 2,571				
		Project Number Total	\$ 73,341	\$ 60,658	\$ 12,683	\$ 58,088	\$ 2,571	\$ 750,000	9.78%	\$ 16,000,000	0.46%
09-2365		Water Main Replacement Design Phase 1 of 3									
		In House Engineering & Survey	\$ 83,525	\$ 83,525	\$ -	\$ 83,525	\$ -				
		Project Number Total	\$ 83,525	\$ 83,525	\$ -	\$ 83,525	\$ -	\$ 1,596,789	5.23%	\$ 16,000,000	0.52%
09-2365.1		Water Main Replacement Design Phase 2 of 3									
		In House Engineering & Survey	\$ 46,736	\$ 46,736	\$ -	\$ 45,436	\$ 1,300				
		Project Number Total	\$ 46,736	\$ 46,736	\$ -	\$ 45,436	\$ 1,300	\$ 893,475	5.23%	\$ 16,000,000	0.29%
09-2365.2		Water Main Replacement Design Phase 3 of 3									
		In House Engineering & Survey	\$ 52,032	\$ 52,032	\$ -	\$ 51,961	\$ 71				
		Project Number Total	\$ 52,032	\$ 52,032	\$ -	\$ 51,961	\$ 71	\$ 994,722	5.23%	\$ 16,000,000	0.33%
		Previously Approved Project Totals	\$ 638,964	\$ 675,399	\$ 75,154	\$ 669,793	\$ 5,606	\$ 14,167,614	4.49%	\$ 16,000,000	3.97%

Projects Pending Approval

Department	Description	Total Contract	Billed to Date	Remaining	Paid To Date	Past Due	Phase Construction Cost	% of Phase Construction Cost	Total Construction Cost	% of Total Construction Cost
Survey	Roadway Improvement Survey	\$ 8,871	\$ -	\$ 8,871	\$ -	\$ -	\$ -	5.07%	\$ 16,000,000	0.06%
	Department Total	\$ 8,871	\$ -	\$ 8,871	\$ -	\$ -	\$ 175,000	5.07%	\$ 16,000,000	0.06%
Engineering	Roadway Improvement Design	\$ 7,463	\$ -	\$ 7,463	\$ -	\$ -	\$ -			
	Engineering During Construction	\$ 83,421	\$ -	\$ 83,421	\$ -	\$ -	\$ -			
	Dry Sewer Line Design & Permitting	\$ 15,790	\$ -	\$ 15,790	\$ -	\$ -	\$ -			
	Department Total	\$ 106,674	\$ -	\$ 106,674	\$ -	\$ -	\$ 1,565,000	6.82%	\$ 16,000,000	0.67%
Public Relations	Complete PR Campaign	\$ 13,387	\$ -	\$ 13,387	\$ -	\$ -	\$ -			
	Department Total	\$ 13,387	\$ -	\$ 13,387	\$ -	\$ -	N/A	#VALUE!	\$ 16,000,000	0.08%
Project Management	Single Point Of Contact	\$ 105,514	\$ -	\$ 105,514	\$ -	\$ -	\$ -			
	Department Total	\$ 105,514	\$ -	\$ 105,514	\$ -	\$ -	N/A	#VALUE!	\$ 16,000,000	0.66%
Construction Admin	Project Bidding	\$ 5,181	\$ -	\$ 5,181	\$ -	\$ -	\$ -			
	Daily Inspection	\$ 520,675	\$ -	\$ 520,675	\$ -	\$ -	\$ -			
	Department Total	\$ 525,856	\$ -	\$ 525,856	\$ -	\$ -	N/A	#VALUE!	\$ 16,000,000	3.29%
Traffic Engineering	Traffic Calming Improvements	Per Meeting of 12/14, all additional work orders will not have a design fee of more than 8.5% of construction costs.								
Landscape Architect	Tree Program Management	Per Meeting of 12/14, all additional work orders will not have a design fee of more than 8.5% of construction costs.								
5% Reimbursable included in all proposed Work Authorizations		\$ (38,015.10)	\$ (38,015.10)	\$ -	\$ -	\$ -	\$ -			
Projects Pending Approval Totals		\$ 722,237	\$ -	\$ 722,237	\$ -	\$ -	\$ 1,740,000	41.51%	\$ 16,000,000	4.51%
Project Grand Total		\$ 1,358,251	\$ 675,399	\$ 797,441	\$ 669,793	\$ 5,606	\$ 15,907,514	8.54%	\$ 16,000,000	8.49%

→ Work Authorization # 42 Revised (12/20/10)

→ Approved by R.C.



Town of Surfside Commission Communication

Agenda Item #: 5F

Agenda Date: January 18, 2010

Subject: Pavement Restoration Plan

Objective: Survey and analyze all existing pavement slopes in town to create a pavement restoration plan for the water/sewer/storm drainage project. This plan will ensure that the selected contractor will not re-construct roadways with greater cross slopes than are recommended for drainage and safety.

Background: All existing roadways that will have their pavement fully or partially removed to accommodate construction of new infrastructure will be overlaid in two separate phases as part of the town-wide capital improvement projects. Some existing roadways have existing cross slopes greater than is recommended. This plan will correct these areas.


This work involves surveying all existing roadways in Town, that would be impacted by this project, to obtain their cross slopes. Then, using the survey information, CGA will analyze each section of roadway and prepare an overall pavement restoration plan that provides details for the pavement milling limits and depth.

Analysis: This survey and plan are being completed to ensure the Town will receive a quality product that meets current standards for roadway cross slopes. This shall also provide the contractor with the required information to properly bid the milling of existing pavement, a process that will eliminate the possibility of costly change orders related to pavement restoration.

Budget Impact: Funds for this design are included in the overall design costs requested by CGA to complete the construction administration of the Capital Improvement Projects. The total of all costs requested by CGA, this proposal included, is approximately 8.5% of the estimated construction costs. This is at or below industry standard for design and administration fees for similar projects. The amount of this work authorization is \$7,463.40.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve this work authorization.



Department Head
Page 173



Town Manager

RESOLUTION NO. 11-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 46 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR THE PAVEMENT RESTORATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to obtain services for civil engineering for the pavement restoration plan within the Town of Surfside; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide the civil engineering services; and

WHEREAS, Work Authorization No. 46 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 46 attached as "Exhibit A".

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____

Commissioner Edward Kopelman _____

Commissioner Marta Olchyk _____

Vice Mayor Joe Graubart _____

Mayor Daniel Dietch _____


.

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:



Lynn M. Dannheisser
Town Attorney



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: December 3, 2010

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 46
Surfside Infrastructure Improvements - Pavement Restoration Plan
CGA Proposal No. 10-3832.1



Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 46 for Surfside Infrastructure Improvements - Pavement Restoration Plan. The scope of the project includes Pavement Restoration Plan.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed \$7,463.40.

*Carl to review all
SOV Survey's*

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

- Building Code Services
- Code Enforcement
- Construction Engineering & Inspection
- Construction Services
- Contract Government
- Data Technologies & Development
- Emergency Management Services
- Engineering
- Governmental Services
- Indoor Air Quality
- Landscape Architecture & Environmental Services
- Municipal Engineering Planning
- Public Administration
- Redevelopment & Urban Design
- Surveying & Mapping
- Transportation Planning & Traffic Engineering
- Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

TOWN OF SURFSIDE

Surfside Infrastructure Improvements - Pavement Restoration Plan

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

I. Professional Engineering Services

A. Civil Engineering

1. Analysis of existing roadway cross slopes in Town ROW from Abbott Avenue West to Bay Drive from the South Corporate limits to 96th Street.
2. Design of proposed roadway cross slopes as part of the Capital Improvement Projects. Design shall provide recommendation to contractor on mill depths and limits to ensure finished roadway cross slopes do not exceed acceptable standards for safety, comfort and aesthetics. The max differential in slope at the crown shall not exceed 8%.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of \$7,108.00 plus reimbursables at \$355.40 with a total not to exceed amount of \$7,463.40. Payments to be made monthly.

3. TIME OF PERFORMANCE:

4. SUBMITTED

Submitted by: 
Dennis J. Giordano

Date: 12-6-10

5. APPROVAL

Approved by: 
Roger Carlton, Town Administrator

Date: 12/10/10


**TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE**

WORK AUTHORIZATION NO. 46
PROJECT NAME Surfside Infrastructure Improvements -
Pavement Restoration Plan
CGA Proposal No. 10-3832.1
DESCRIPTION Pavement Restoration Plan

TITLE	RATE	HOURS/UNITS	COST
Engineer II	\$106.09	43	\$4,561.87
Project Engineer III	\$127.31	20	\$2,546.20
			<hr/>
			\$7,108.07

SUB-CONSULTANTS **COST**

LABOR SUBTOTAL \$7,108.07
REIMBURSABLE SUBTOTAL \$355.40
TOTAL \$7,463.47

Reviewed by:  12/20/10
Roger Carlton, Town Administrator



PROFESSIONAL FEE SCHEDULE

Principal	215.00	PLANNING	
Executive Assistant	75.00	Associate, Planning	165.00
ENGINEERING		Director of Planning	145.00
Associate, Engineering (VI)	190.00	Planning Administrator	135.00
Director, Engineering (V)	165.00	Assistant Director	125.00
Project Manager (IV)	145.00	Planner	105.00
Project Engineer (III)	125.00	Jr. Planner	90.00
Engineer (II)	105.00	EXPERT WITNESS	
Jr. Engineer (I)	100.00	Principal/Associate	330.00
Senior CADD Technician Manager	115.00	Registered Engineer/Surveyor	280.00
CADD Technician	95.00	Project Engineer	230.00
Traffic Technician	90.00	LANDSCAPE ARCHITECT	
Permit Administrator	90.00	Associate, Landscape	165.00
Clerical	75.00	Senior Landscape Architect	130.00
DATA TECH DEVELOPMENT		Environmental Administrator	125.00
Associate, Data Tech Dev.	165.00	Landscape Architect	115.00
GIS Coordinator	145.00	Environmental Specialist	105.00
GIS Specialist	125.00	Landscape CADD Technician	95.00
Multi-Media 3D Developer	115.00	Environmental Assistant	85.00
GIS Technician	100.00	SURVEYING	
Sr. Applications Developer	165.00	Associate, Surveying	165.00
Applications Developer	135.00	Senior Registered Surveyor	145.00
Network Administrator	155.00	Survey Crew	135.00
System Support Specialist	115.00	Registered Surveyor	125.00
IT Support Specialist	85.00	Survey Coordinator	105.00
CONSTRUCTION		CADD Technician	95.00
Associate, Construction	165.00	3D Laser Scanner	355.00
Construction Management Director	135.00	Hydrographic Survey Crew	330.00
Senior Inspector	100.00	G.P.S. Survey Crew	155.00
Inspector	90.00	Sub-meter G.P.S	75.00
EMERGENCY MANAGEMENT		Soft Dig (per hole)	305.00
Director	145.00	Utility Locates	205.00
Planner	105.00	MICROBIAL/INDOOR AIR	
Jr. Planner	90.00	QUALITY SERVICES	
		Sr. Environmental Scientist	115.00
		Environmental Scientist	100.00

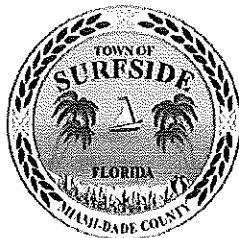
Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community
Maintenance Services

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Effective January 1, 2009



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney *LMD*

CC: Roger M. Carlton, Town Manager
Debra E. Eastman, M.M.C., Town Clerk

DATE: January 18, 2011

SUBJECT: Re-appropriation of Funds re RLUIPA lawsuit

Recommendation: It is recommended that the Commission pass this resolution to reappropriate from reserve funds into the legal budget the amount of \$35,000 for fees and costs associated with the first portion of the Town's defense of the case captioned YOUNG ISRAEL OF BAL HARBOUR, INC. V. TOWN OF SURFSIDE CASE NO: 10-CV-24392 IN THE UNITED DISTRICT COURT FOR THE SOUTHERN DISTRICT, FLORIDA

Reasons: On December 10, 2010, the Town was served with a complaint in the above-captioned litigation. The Town met in executive session on January 6, 2011 and has decided to vigorously defend against the complaint. In conjunction with that mandate, I am requesting funding for the first stage of the defense as discussed.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE REAPPROPRIATION OF FUND BALANCE (RESERVES) TO THE LEGAL DEPARTMENT BUDGET; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2010-2011; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has been served as a defendant in Young Israel of Bal Harbour, Inc. v. Town of Surfside filed in the United States District Court for the Southern District of Florida, Civil Action No. 1:10-cv-24392; and

WHEREAS, on January 6, 2011 the Town Commission held an Executive Session to discuss the litigation strategy in the above-styled case and determined it was in the best interest of the Town to defend the above-styled action; and

WHEREAS, the current legal budget for Fiscal Year 2010-2011 does not have sufficient funds, thereby necessitating a re-appropriation of Fund Balance (reserves) from the General Fund Account Number 001-0000-392-000 in the amount of \$35,000.00 to be distributed into Legal Budget Account Number 001-1500-514-3120 – Lawsuits - Planning & Zoning.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Budget Amendment. In accordance with Section 62 of the Town Charter and the budget adopted for Fiscal Year 2010 – 2011 is amended by re-

appropriating the amount of \$35,000.00 of Fund Balance (reserves) from the General Fund Account Number 001-0000-392-000 be distributed to Legal Budget Account Number 001-1500-514-3120 - Lawsuits- Planning & Zoning.

Section 3. Implementation. The Town Manager and the Town Clerk are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of _____, 2011

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____


Daniel Dietch, Mayor

Resolution No. _____

ATTEST:

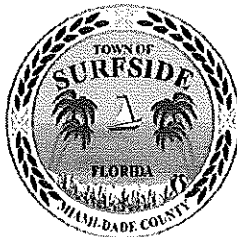
Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

Resolution No. _____



TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Town Commission

FROM: Lynn M. Dannheisser, Town Attorney *LMD*

CC: Roger M. Carlton, Town Manager
Debra E. Eastman, M.M.C., Town Clerk

DATE: January 18, 2011

SUBJECT: Retainer of Houlihan & Partners, P.A. re RLUIPA lawsuit

Recommendation: It is recommended that the Commission pass this resolution retaining Gerald J. Houlihan of Houlihan & Partners, P.A. to co-counsel with Weiss Serota in the representation of the Town in the case captioned YOUNG ISRAEL OF BAL HARBOUR, INC. V. TOWN OF SURFSIDE CASE NO: 10-CV-24392 IN THE UNITED DISTRICT COURT FOR THE SOUTHERN DISTRICT, FLORIDA

Reasons: Last month, the Town retained the law firm of Weiss Serota to defend the above-referenced litigation. Weiss Serota helped draft the RLUIPA ordinance which is the basis of the Town's defense and has a specialty in municipal law and litigation. Because this lawsuit was filed in Federal Court and may eventually go to trial, I am recommending we also retain Mr. Houlihan who is a seasoned and well-respected federal litigator and trial lawyer. His resume is attached to this report. His retainer letter is attached to the resolution.

GERALD J. HOULIHAN

(305) 460-4091

2332 Galiano Street, Second Floor
Miami, Florida 33134

PROFESSIONAL STATEMENT:

I am a trial lawyer. With more than forty years of experience in complex commercial civil litigation, my track record demonstrates success, reliability and cost effectiveness. I diligently work with my clients to develop the most appropriate legal strategy for their case. In my experience, the most effective manner to successfully conclude litigation is to be willing, and able, try the case in court. This attitude promotes early and beneficial settlements. With an active trial schedule in state and federal courts, in my career, I have been lead counsel in more than 95 jury trials and briefed and argued more than 85 appeals. My clients include business individuals, corporations, financial institutions and insurance companies. My experience in business litigation contributes greatly to my ability to provide the most effective legal representation in complex cases. For example, I was retained as trial counsel representing a generic drug company in patent litigation for pharmaceutical products and a CEO of a publicly held company defending sophisticated SEC claims.

Martindale-Hubbell rating - AV

- 1995 - Present **Shareholder, HOULIHAN & PARTNERS, P.A.**
Miami, Florida
- 1991 - 1995 **Shareholder, GREENBERG, TRAUERIG, HOFFMAN, ET AL., P.A.**
Miami, Florida
- 1985 - 1991 **Equity Partner, STEEL HECTOR & DAVIS**
Miami, Florida
- 1982 - 1985 **Chief Assistant United States Attorney**, Southern District of Florida
Appointment by U.S. Attorney General Edwin Meese.
- 1981 - 1982 **Senior Litigation Counsel**
Special appointment by U.S. Attorney General, William French Smith
- 1972 - 1981 **Assistant United States Attorney**, (W.D.N.Y.)
Assistant in Charge, Rochester Office (1977-1981)
Appointment by U.S. Attorney General Richard Kleindienst.
- 1968 - 1972 **Associate, HARRIS, BEACH, KEATING, WILCOX, DALE AND LINOWITZ,**
Rochester, New York

PROFESSIONAL:

The Florida Bar - 1985
New York Bar - 1968

United States District Courts [All Florida and New York]
United States Court of Appeals [2nd, 3rd, 4th, 5th, 6th, 11th, DC and Federal Circuit]
United States Supreme Court

Associations:

The Florida Bar, New York State Bar Association, American Bar Association; Sections on Litigation; Subcommittees of Complex Civil Litigation and White Collar Crime; Federal Bar Association, South Florida Chapter, President, 1992-93; Board Member 1988-; Marquis Who's Who in America; Wong Sun Society, Recipient: Order of St. Aloysius (1996); Diplomate, American Board of Trial Advocates

EDUCATION: **Syracuse University College of Law, J.D. (1968)**
Order of the Coif; Justinian Honor Society; Senior Editor, Syracuse Law Review;
President, Student Bar Association; Belle L. Landry Scholar (1965-68); Staff Editor,
Survey of New York Law (1966-68); Faculty Research Assistant (1965-1968)

University of Notre Dame, B.S. (1965)

RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH HOULIHAN & PARTNERS, P.A. TO APPEAR AS CO-COUNSEL AND REPRESENT THE TOWN IN THE CASE CAPTIONED YOUNG ISRAEL OF BAL HARBOUR, INC. V. TOWN OF SURFSIDE CASE NO: 10-CV-24392 IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission of the Town of Surfside, Florida (“TOWN”) wishes to enter into a retainer agreement with Houlihan & Partners, P.A. to appear as co-counsel with Weiss Serota and represent the Town in the United States District Court for the Southern District of Florida in the litigation captioned Young Israel of Bal Harbour v. Town of Surfside; and

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into this agreement attached as Exhibit “A” inasmuch as Senior Partner, Gerald J. Houlihan is a seasoned trial attorney, former federal prosecutor and Chief Assistant U.S. Attorney for the Southern District of Florida and lead counsel in more than 95 complex jury trials, including extensive experience in discrimination cases, complex commercial matters, and planning and zoning matters.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization. The Town Commission hereby authorizes the execution of the retainer agreement attached hereto as Exhibit “A” on the terms contained therein and authorizes the Town Attorney and Town Manager to do all things necessary to effectuate this Agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and **ADOPTED** on this _____ day of _____

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

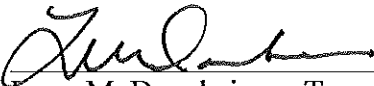
Commissioner Michael Karukin _____
Commissioner Edward Kopelman _____
Commissioner Marta Olchyk _____
Vice Mayor Joseph Graubart _____
Mayor Daniel Dietch _____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser, Town Attorney

HOULIHAN & PARTNERS

A Professional Association of
Trial Attorneys and Counselors At Law

Gerald J. Houlihan
305-460-4091

January 11, 2011

Lynn M. Dannheisser, Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

**RE: Young Israel of Bal Harbor, Inc. v. Town of Surfside
Case No.: 10 – 24392 – JORDAN/McAliley
United States District Court, Southern District of Florida**

Dear Lynn:

You have requested that Houlihan & Partners, P.A. represent the Town of Surfside in the referenced matter. In addition, I know the Town has also retained the services of the Weiss Serota law firm to also assist you in the case. Pursuant to this letter, we will accept the engagement. You have my assurance that I will work with the other lawyers in this case to help provide excellent and cost-effective legal services to the Town of Surfside.

As your attorney, I will supervise this important legal matter. Accordingly, I will always be in a position to address and resolve any concern you may have. While we cannot guarantee a particular result for you, we can assure our best efforts, talent and good judgment will be used in pursuing your goals, and a favorable result, within the confines of the facts and the law. As you might expect, we are confident in our ability to provide exceptional legal services.

You should be aware that, generally, especially at the beginning of our representation, there is a need to expend substantial time and effort on your case. It is at this time that we determine the goals of the representation and we are required to research our strategy and defenses and determine the facts and issues important to your matter.

Our fees are calculated to insure a fair compensation for our legal services. Accordingly, consistent with the Code of Professional Responsibility, our goal is to bill for the reasonable value of the legal services rendered on your behalf. Given the nature of legal problems, the ultimate amount of legal fees and costs are difficult to estimate at this time. Nevertheless, we are careful to expend only those efforts necessary to achieve the goals and strategy you have established for our representation. To the extent that you have a question about this, please talk to me.

Generally, our fees are based on our normal hourly rates that vary from lawyer to lawyer depending upon experience and expertise. As required, other legal professionals, including partners,

2332 Galiano Street - Second Floor - Coral Gables, Florida 33134
Telephone: (305) 460-4091 · Facsimile (305) 397-0955
Email: Houlihan@houlihanlaw.com

associates, law clerks and paralegals may assist the attorney responsible for your case. I will be the attorney responsible for your matter and I will supervise those working on the case. However, because of the importance and sophistication of the case, I will be personally involved in every aspect of this case. My fees are regularly billed at \$500 per hour. However, as a courtesy to the Town of Surfside, we have reduced my rates to \$250 per hour. Our associates will be billed at the rate of \$200 per hour and the regular rate for law clerk and paralegal time will be \$90 per hour. If you need a further explanation, please talk to me.

As is our practice, you will be billed on a monthly basis with the expectation that our fees will be promptly paid. Our invoice will reflect the work performed and the time expended by each billing professional. This is our regular billing format. At our option, if not paid within 30 days, interest at the legal rate will be charged. If you find a problem with our billing, you should immediately discuss it with me so the issue can be amicably resolved. We will always attempt to avoid collection litigation. However, if instituted, the prevailing party will be entitled to reasonable attorney fees, interest and costs for the litigation.

In addition to legal fees, our bill will include costs and charges customarily incurred by the law firm on behalf of the client. These expenses may include filing fees, deposition expenses, travel expenses, courier charges, long distance telephone charges, photocopies, postage, computer assisted research charges, court costs, witness fees and expenses, investigation costs, and other incidental expenses appropriate to your case. These fees are billed at actual cost. In contrast, you will be billed \$.20 per copy for copy costs and outgoing facsimile charges are billed at \$.50 per page.

We trust these arrangements meet with your approval. If so, please sign this letter and fax it back to me immediately. Of course, please keep a copy is for your records. Please call me if you have any questions.

Very truly yours,

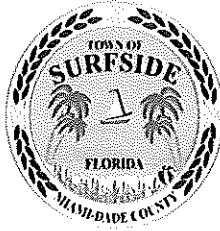


Gerard J. Houlihan

GJH/pk

Date: January __, 2011

Lynn M. Dannheisser
Town Attorney, Town of Surfside



Town of Surfside Commission Communication

Agenda Item #: 5I

Agenda Date: January 18, 2011

Subject: Police Confiscation Fund Resolution

Background: On October 12, 2010 the Town Commission approved a resolution (Attachment A) providing for fiscal year 2010/2011 police confiscation expenditures per Florida Statute Section 932.72. The Town of Surfside also receives forfeitures from joint investigations with federal law enforcement agencies. Our external auditor, Alyce M. Jones suggested the resolution be modified to include federal forfeitures. The new resolution includes Section 881 (e) (3) of Title 21, United States Code allowing the Town to receive forfeitures from Federal Asset Forfeiture Programs.

Budget Impact: N/A

Growth Impact: N/A

Staff Impact: N/A

Recommendation: The Town staff recommends that the Town Commission approve the new resolution including federal forfeitures.

David Allen, Chief of Police

Roger M. Carlton, Town Manager

RESOLUTION NO. 11-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2010/2011 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF FORTY-FIVE THOUSAND (\$45,000.00) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS.

WHEREAS, Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7055, defines the purposes and procedures to be utilized for the appropriation and expenditure of Police Confiscation Fund; and

WHEREAS, the Chief of Police of the Town of Surfside has determined that such needs exist and is in compliance with Section 881(e) (3) of Title 21, United States Code and Florida Statute Section 932.7055; and

WHEREAS, such funds are available in the Police Confiscation Fund- State of Florida and Federal Asset Forfeiture Programs,

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Confiscation Fund Expenditures. Based on the attached certificate of the Police Chief, the Town Commission hereby approves the fiscal year Police Confiscation Fund expenditures for the Town of Surfside, a true and correct listing of which is set forth in "Exhibit A".

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 18th day of January, 2011.

Attest:

Daniel Dietch, Mayor

Debra Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Lynn M. Dannheisser, Town Attorney

Vote:

Mayor Dietch yes_____ no_____

Vice Mayor Graubart yes_____ no_____

Commissioner Karukin yes_____ no_____

Commissioner Kopelman yes_____ no_____

Commissioner Olchyk yes_____ no_____

EXHIBIT A

CRIME PREVENTION EVENTS, TRAINING, AND MATERIALS	\$10,000.00
CRIME PREVENTION OVERTIME COSTS	\$8,000.00
MOBILE LAPTOP PROGRAM	\$27,000.00

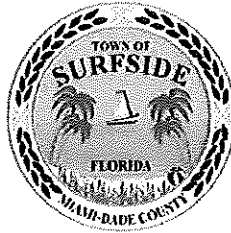
AFFIDAVIT

I, **DAVID E. ALLEN**, Chief of Police of the Town of Surfside, do hereby certify that the aforementioned proposed request for expenditures from the town of Surfside Confiscation Fund, for the 2010/2011 Fiscal Year budget complies with provisions of Section 881(e)(3) of Title 21, United States Code and Florida Statute Section 932.7005.

Dated:

DAVID E. ALLEN, Chief of Police

Lynn M. Dannheisser, Town Attorney



Town of Surfside Commission Communication

Agenda Item # 5J

Agenda Date: January 18, 2011


Subject: Approving Design-Build Contract with Lynx Construction, LLC FOR 95TH Street Parking Lot Expansion

Objective: Approval of contract for design and construction of the surface parking lot.

Recommendation: It is recommended that the Town Commission approve the attached contract for design and construction of the parking lot located at 9450 Collins Avenue.

Background: Resolution 10-1980 approved by the Town Commission on November 9, 2010 approved a design build concept with Lynx Construction, LLC for the expansion of the 95th Street Parking Lot. The resolution required that a negotiated contract be brought back to the Town Commission for approval. A contract has now been negotiated and is coming before the Town Commission for approval. The item is being brought as an amendment to the agenda since it was not fully completed when the agenda was distributed.

Analysis: The lump sum contract price is \$88,226.00. The design review concept lot will conform to all Code standards. The design will be on the January 27, 2011 Design Review Board agenda.



Town Manager

RESOLUTION NO. 10-___

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURESIDE, FLORIDA APPROVING THE DESIGN-BUILD CONTRACT WITH LYNX CONSTRUCTION LLC FOR THE DESIGN AND CONSTRUCTION OF THE SURFACE PARKING LOT LOCATED AT 9450 COLLINS AVENUE IN ACCORDANCE WITH THE BID AWARD MADE BY RESOLUTION 10-1980; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town Administration advertised a Request for Proposal (RFP) to obtain bids for a design-build project at 9450 Collins Avenue with Lynx Construction LLC, the sole bidder being selected as the lowest, most responsible, responsive bidder by Resolution 10-1980; and

WHEREAS, pursuant to the instruction in that Resolution, the Town Manager has now negotiated the contract and is bringing it back for approval by the Town Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval. The Town Commission hereby approves the contract between Lynx Construction LLC, as the General Contractor for the design build for 9450 Collins Avenue surface parking lot and adjoining property, and the Town attached hereto as Exhibit "A."

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are hereby authorized to take all steps necessary to complete the execution of this contract and its construction.

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

Motion by Commissioner _____, Second by Commissioner _____.

PASSED AND ADOPTED this _____ day of January, 2011

FINAL VOTE ON ADOPTION

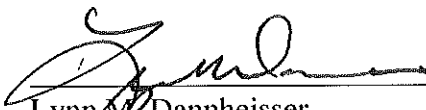
Commissioner Michael Karukin	_____
Commissioner Edward Kopelman	_____
Commissioner Marta Olchyk	_____
Vice Mayor Joseph Graubart	_____
Mayor Daniel Dietch	_____

Daniel Dietch, Mayor

ATTEST:

Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Lynn M. Dannheisser
Town Attorney

RESOLUTION NO. 10-1980

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AWARDED THE DESIGN-BUILD BID TO LYNX CONSTRUCTION LLC FOR THE DESIGN AND CONSTRUCTION OF THE SURFACE PARKING LOT LOCATED AT 9450 COLLINS AVENUE AND TO CREATE A JOINDER BETWEEN THE UNDEVELOPED LOT AND THE EXISTING ADJACENT METERED PARKING LOT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in April 2010, the Town purchased a vacant lot located at 9450 Collins Avenue; and

WHEREAS, the Town Administration advertised a Request For Proposal (RFP) to obtain bids for a design-build project at 9450 Collins Avenue; and

WHEREAS, a number of different firms responded initially to the RFP but ultimately Lynx Construction LLC submitted the sole bid package which Staff found to be complete, thorough and demonstrative of the firm's extensive experience in parking lot and garage construction; and

WHEREAS, the construction work will include joining the undeveloped lot at 9450 Collins Avenue with the existing metered parking lot to its north and provide all required drainage, lighting, landscaping and signage; and

WHEREAS, Lynx's bid provides separate pricing for two "optional tasks" listed in the RFP that will enhance the adjacent metered parking lot to reseal and re-strip the lot and is priced at \$5,850 to add approximately 14 spaces to the 45 spaces in the existing lot; and

WHEREAS, the funds to cover the total projected total cost of \$88,226 (including the two optional tasks) will come from the Parking Fund account number 402-9500-545-6310 (Attachment "A"); and

WHEREAS, the cost of all required construction manager activities will be approximately \$6,300 and will also be funded from the Parking Fund account number 402-9500-545-6310; and

WHEREAS, after reviewing all proposals submitted to the Town and the recommendation of the Selection Committee, the Town Manager recommends the selection of Lynx Construction LLC who was chosen to be the lowest, most responsible, responsive bidder and finds its bid to be in the best interest of the Town; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval. The Town Commission selects Lynx Construction LLC as the General Contractor for the design build for 9450 Collins Avenue surface parking lot and joining the undeveloped lot with the existing metered parking lot.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are hereby authorized to take all steps necessary to complete the negotiation of the Contract by and between Lynx Construction LLC and the Town with the Contract to be subsequently approved by the Town Commission upon its execution by the Contractor.

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

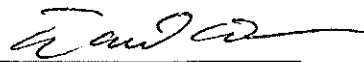
Motion by Commissioner Karuker, Second by Commissioner Heubart

PASSED AND ADOPTED this 9 day of November, 2010


FINAL VOTE ON ADOPTION

Commissioner Michael Karukin
Commissioner Edward Kopelman
Commissioner Marta Olchyk
Vice Mayor Joseph Graubart
Mayor Daniel Dietch

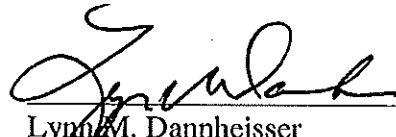
Yes
~~Absent~~
yes
yes
yes


Daniel Dietch, Mayor

ATTEST:


Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:


Lynn M. Dannheisser
Town Attorney



Previous Experience

Government Projects done by President of Lynx or Lynx staff (partial list)

\$ 400,000	80 unit multi-family renovation Hunters Ridge Apt's, Texas
\$ 4,300,000	736 unit multi-family renovation Research Park Apt's, Alabama
\$ 2,500,000	458 unit multi-family renovation, parking and roads Riverchase Apt's, Alabama
\$ 7,800,000	1080 unit multi-family renovation, parking and roads Galleria Apt's, Alabama
\$ 1,500,000	Gulldford House Condominium Association, structural restoration and renovation, Florida
\$ 600,000	Falls at Antoine, 300 unit multi-family renovation, Texas
\$ 450,000,000	Alamo Community College Construction Program Management Consultant , Texas
\$ 40,000,000	Phase one, Emerging Technology Center of the Americas, one million SF, 11 story high-rise, parking/infrastructure , Florida
\$ 17,000,000	Fire Safety and Health Department renovations in 200 schools
\$ 7,000,000	Phase 2, Emerging Technology Center of the Americas, classrooms, offices and labs and surface parking
\$ 19,000,000	New Inter-American Campus , MDC complete high-rise office, parking , lab site development
\$ 5,400,000	Kendall Computer Courtyard Remodeling
\$ 23,000,000	North Criminal Justice and / Environmental Science
\$ 5,300,000	North Child Care Training Center and parking
\$ 6,000,000	Wolfson Bldg 5000 Remodeling and Infrastructure
\$ 460,000	Wolfson Thrust Theater
\$ 320,000	Medical Center Library Renovation
\$ 871,205	Medical Center Nursing Lab Renovations
\$ 400,000	Medical Center Dental Hygiene Renovation
\$ 321,177	Medical Center Midwifery & EC/EMS Labs Renovation
\$ 200,000	Inter-American Bridge between Garage and Bldg 1000
\$ 100,000	Inter-American Sprinkler System for Parking Garage
\$ 400,000	Homestead Pressure Cleaning
\$ 2,000,000	North Swim Complex Renovation/Remodeling
\$ 3,000,000	College-wide Life-Safety, Fire Marshal Corrections
\$ 6,200,000	Medical Center Campus Remodeling/Renovation
\$ 6,000,000	North Campus Remodeling/Renovation
\$ 3,100,000	Kendall Campus Remodeling/Renovation
\$ 5,500,000	Wolfson Campus Remodeling/Renovation
\$ 700,000	Homestead Campus Remodeling/Renovation and parking construction
\$ 6,200,000	Collegewide Renovation/Remodeling
\$ 4,700,000	Science Lab Renovation/Remodeling



Parking Projects (partial list)

Project Name	Address	Working Description
Carol City Senior High School Design-Build	3422 NW 187 th Street Miami, Florida 33056	Paving, grading, drainage resurfacing and signage.
Fire Station No. 10 Design-Build	17775 North Bay Road Sunny Isles, Florida 33160	Paving, grading, drainage and signage
St. Jude Church Design-Build	1501 Brickell Avenue Miami, Florida 33129	Paving, drainage and drainage
VPW Ware house Design-Build	4560 S.W. 71 st Avenue Miami, Florida 33155	Paving, grading, drainage, resurfacing and signage.
Galiano Condominium Design-Build	209 SW 5 th Avenue Miami, Florida 33130	Paving, grading drainage and signage
Deerfield Apartments Design-Build	268 NE 14 St. Delray Beach, FL 33444	Paving, grading, drainage, resurfacing and signage.
Office building and surface parking Design-Build 45 Almeria Building	45 Almeria Coral Gables, Fl	Paving, grading, drainage, resurfacing and signage.

Client/Reference List

Name	Term	Scope	Status	EMAIL	TELEPHONE
Jeff Staley CEO Apogee Companies	2 years	Construction/ design-build	Ongoing	jstaley@theapogee companies.com	561-364-2001
Andrew Faulds Director of Development Africa-Israel Group	6 mont hs	Construction	Ongoing	Andrew@africaisra el.us	212-205-1434
Afif Chanouha Team work Construction	2 years	Design build construction	Ongoing	afif@teamworkcon struction.com	305-569-1691
Stephanie Martino Guildford house of Bay Harbor Island President	2 years	Design-Build Construction	Completed	smrizzi@bellsouth. net	305-861-4364



Project Approach

This project will be done on a fast-track basis. Design will start as soon as possible after notice of award (NOA). Demolition and field work will start immediately upon receipt of the demolition permit. Design decisions will be closely coordinated with the Town's personnel. When 60% design is approved the design team will work quickly to complete the plans and deliver them for permitting review as well as any other reviews required by the Town. All permits will be obtained.

Senior construction experts have already reviewed the site with members of our engineering team. After award specific additional investigation will take place under the direction of the Senior Project Manager and the Engineer to determine the sequence of construction and the logistics of the project. Additional soil investigation will be conducted if necessary. A preliminary design approach will be determined and the LCM representative will meet with the Town to get preliminary approval. Design and construction will advance together on a fast-track to ensure timely delivery of the project. All construction will meet Miami-Dade Public Works Department standards and specifications which are incorporated to this RFP by reference. All construction must also meet all applicable Town of Surfside building and zoning ordinance requirements. Any required work within the right of way limits of Collins Avenue shall meet FDOT standards and specifications. When the project is complete As-built drawings will be prepared and sent to the Town.

Coordination with Town

All coordination with the Town will be handled through the Senior Project Manager. Weekly construction meetings will be held to keep the Town and all involved team members aware of the status of the project.

The Town will be provided with the appropriate contact information and a twenty four hour number to call in the event of emergency. To the extent that coordination with DOT is required it will be done by the appropriate Team member under the direction of the Senior Project manager.

As-built drawings will be submitted to the Town as part of the closeout process.

LEED certification of key personnel:

Lynx Construction management is deeply concerned about the local environment and has proven its commitment through LEED certification of key members of the design and construction team. The team is comprised of several LEED AP personnel including **Christopher M. Moran P.E. LEED** and **Sina Malek P.E. LEED**. The involvement of a certified LEED professional on both the construction and design portion of the project will ensure maximum sensitivity to the Environmental concerns. LCM has also assigned an Environmental Project Manager to this site in the event that specific expertise is required to address any issues which may arise.

Design Build Services for the Expansion and Improvements

RFP FY 2010-PW 402

FORM 5.02

PROPOSAL FORM

DESIGN BUILD SERVICES FOR
222 95th STREET PARKING AREA EXPANSION & IMPROVEMENTS
SHEET 2 OF 3

Base Bid

For Design Build services required to complete an expansion of the existing parking area located at 222 95 Street including but not limited to: development of adjacent lot located at 9540 Collins Avenue as an expanded parking facility meeting ADA requirements, removal of existing curbs and CBS wall as required to provide interconnecting access, installation of landscaping to meet the Town's requirements, installation of storm water drainage as required, installation of lighting, possible resealing and restriping of existing pavement (9450 Collins), and installation of two (2) solar powered multi-space pay stations to be provided by the Town:

Lump Sum Amount: Eighty two thousand three hundred seventy-six Dollars
\$ 82,376.00

Alternate 1 (Optional)

Additional cost to reseal and re-stripe the existing pavement:

Lump Sum Amount: Four thousand ninety-five Dollars
\$ 4,095.00

Alternate 2 (Optional)

Additional cost to pressure wash and paint existing curb areas as directed by the Public Works Department:

Lump Sum Amount: One thousand seven hundred fifty-five Dollars
\$ 1,755.00

GRAND TOTAL (BASE BID AND ALTERNATE ITEMS)

Lump Sum Amount: Eighty eight thousand two hundred twenty-six Dollars
\$ 88,226.00

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

**CONTRACT FOR
DESIGN-BUILD SERVICES FOR THE DESIGN & CONSTRUCTION OF**

PROJECT NO.:

**Mayor Daniel Dietch
Commissioner Joseph Graubart
Commissioner Michael Karukin
Commissioner Edward Kopelman
Commissioner Marta Olchyk**

Roger M. Carlton, Interim Town Manager

Issued By:

**Town of Surfside, FL
Public Works Department
9293 Harding Avenue
Miami, FL 33154**



Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

10.5.4

The Consultant shall furnish the Town, Design Criteria Professional, and the Design-Build Firm with a written report of all observations of the Work made by Consultant and require all Subconsultants to do same during each visit to the Project. The Consultant shall also note the general status and progress of the Work on forms furnished or approved by the Town. The Consultant shall submit the reports in a timely manner. The Consultant and the Subconsultants shall ascertain that the Work is acceptable to the Town. The Design Criteria Professional will determine if the Work is being performed in accordance with the DCP. Consultant shall assist the Town in ensuring that the Design-Build Firm is making timely, accurate, and complete notations on the "as-built" drawings. Copies of the field reports shall be submitted on a monthly basis. The Consultant's failure to provide written reports of all site visits or minutes of meeting shall result in the rejection of payment requests by the Design-Build Firm and may result in a proportional reduction in Construction Administration fees paid to the Design-Build Firm.

10.5.5

1. Based on observations at the site and consultation with the Town, the Consultant shall determine the amount due the Design-Build Firm based on the approved schedule of values and shall recommend approval of such amount as appropriate. This recommendation shall constitute a representation by the Consultant to the Town that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that, the quality of the Work is in accordance with the Contract and the Design-Build Firm is entitled to amount stated on the requisition subject to: a detailed evaluation of the Work for conformance with the contract upon substantial completion;
2. the results of any subsequent tests required by the contract;
3. minor deviations from the contract correctable prior to completion;
4. any specific qualifications stated in the payment certificate and further that the Design-Build Firm is entitled to payment in the amount agreed upon at a requisition site meeting or as stated on the requisition.

Prior to recommending payment to the Design-Build Firm, the Consultant will prepare a written statement to the Town on the status of the Work relative to the Construction Schedule, which shall be attached to the Design-Build Firm's payment application. Such statement shall be prepared immediately following the requisition field meeting. By recommending approval of a Payment Certificate, the Consultant shall not be deemed to represent that the Consultant has made any examination to ascertain how and for what purpose the Design-Build Firm has used money paid on account of the Construction Contract Price.

10.5.6

The Consultant shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant shall render interpretations necessary for the proper execution or progress of the Work upon written request of either the Town or the Design-Build Firm, and shall render written decisions, within maximum of ten (10) calendar

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

days, on all claims, disputes and other matters in question between the Town and the Design-Build Firm relating to the execution or progress of the Work. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from, the Contract Documents and shall be in written or graphic form.

10.5.7

The Consultant shall have the authority to recommend rejection of Work, which does not conform to the Contract Documents. The Design Criteria Professional has the authority to reject Work where such Work does not comply with the DCP. Whenever, in his/her reasonable opinion, the Consultant considers it necessary or advisable to insure compliance with the Contract Documents, the Consultant will have the authority to recommend special inspection or testing of any Work deemed to be not in accordance with the Contract, whether or not such Work has been fabricated and/or delivered to the Project, or installed and completed.

10.5.8

The Consultant shall promptly review and approve, reject or take action on shop drawings, samples, RFIs and other submissions of the Design-Build Firm. Changes or substitutions to the construction documents shall not be authorized without concurrence of the Town's Project Manager and/or Director of Capital Improvements. The Consultant shall upon receipt of shop drawings, samples, RFIs or other submittals by the Design-Build Firm, timely review and return the shop drawings or submittals to the Design-Build Firm with comments indicating either approval or disapproval, with a copy to the Project Manager.

Consultant shall provide the Design-Build Firm and the Project Manager with a detailed written explanation as to the basis for rejection.

10.5.9

The Consultant shall initiate and prepare required documentation for changes as required by the Consultant's own observations or as requested by the Town, and shall review and recommend action on proposed changes. Where the Design-Build Firm submits a request for Change Order or Change Proposal request, the Consultant shall, within ten (10) calendar days, review and submit to the Town, his/her recommendation or proposed action along with an analysis and/or study supporting such recommendation.

10.5.10

The Consultant in conjunction with the Design Criteria Professional shall examine the Work upon receipt of the Design-Build Firm's request for substantial completion inspection of the Project and shall, prior to occupancy by the Town, recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project is substantially complete in accordance with the contract requirements. The Consultant shall in conjunction with representatives of the Town, Design Criteria Professional, and the Design-Build Firm prepare a punch list of any defects and discrepancies in the Work required to be corrected by the Design-Build Firm in accordance with Florida Statute 218.735. Upon satisfactory completion of the punch list the Consultant in conjunction with the Design Criteria Professional shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Design-Build Firm. Upon satisfactory completion of all items on the punch list all necessary closeout documentation shall be submitted by the Design-Build Firm, including but not limited to all guarantees,



Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

operating and maintenance manuals for equipment, releases of liens/claims and such other documents and certificates as may be required by applicable codes, law, and the Contract before final acceptance shall be issued to the Design-Build Firm.

10.5.11

The Consultant shall review the Design-Build Firm's "as built" drawings and submit them to the Town upon approval by the Consultant. The Design-Build Firm is responsible for preparing the "as built" drawings.

10.5.12

The Design-Build Firm shall furnish to the Town the original documents, including drawings, revised to "as-built" conditions. In preparing the "Record Set" documents any certification required under this Contract including the contents of "as-built" documents is conditioned upon the accuracy of the information and documents provided by the Design-Build Firm. The original documents as well as the "Record Set" shall become the property of the Town. A reproducible set of all other final documents will be furnished to the Town free of charge by the Design-Build Firm. The Design-Build Firm shall furnish to the Town one complete set of "Record Set Drawings", in Auto CADD Version 2000 or such other format acceptable to the Town.

10.5.13

The Design-Build Firm shall furnish to the Town a simplified site plan and floor plan(s) reflecting "as-built" conditions with graphic scale and north arrow. Plans must show room names, room numbers, overall dimensions, square footage of each floor and all fonts used in the drawings. Two sets of drawings shall be furnished on 24" x 36" sheets and one electronic copy.

11. Basis of Design

It is imperative that the Town understands the implications of design decisions made during the design process. Especially in the early stages of design, it is important that the Design-Build Firm provide insights into the implications of a given choice, e.g. materials, building skin, mechanical systems, etc. To achieve this Design-Build Firm shall develop basis of design reports for key building systems. These reports are first due during the initial stages of design and provide the basis for the Town's acceptance of design submittals.

A Basis of Design Report shall be prepared for each of the following systems:

1. Landscaping
2. Irrigation
3. Lighting

Each report shall contain a narrative discussion covering the following points. Some systems may require additional information.

1. Applicable codes and standards
2. Performance characteristics
3. Life cycle cost analysis spreadsheet (available online), must include, but may not be limited to:

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

- a. Energy costs
- b. Life expectancy (may require life expectancy of subsystems)
- c. Replacement costs (if applicable)

Basis of Design Reports are required at the following design milestones:

- 1. Initial proposal submittal
- 2. 50% Preliminary Design
- 3. 100% Preliminary Design
- 4. 50% Construction Documents

12. Code Analysis Reports and Plans

Provide a narrative discussion and summary of building code issues, impacts and restrictions particular to this Project. The outline shall include a written report and diagrammatic plan drawings delineating design criteria (e.g. exits, landscaped areas, ADA compliance, lighting, irrigation, LEED design features, etc). The analysis shall be updated for each design phase.

12. Timeframes for Completion (to be added based on negotiations)

13. Additional Design Services

Additional design services shall be handled as a Change Order to the Contract. Additional Design Services shall be for the provision of Professional Services requested by the Town that were not included in the approved design documents or within the Basic Services contained in the Contract. Upon request of the Town the Design-Build Firm will prepare and submit a Change Order Proposal, which shall include the deliverables and costs. The breakdown of the costs shall be provided on the Town Work Order Form spreadsheet



Section 4 - PRICE FORM

Submitted: _____
Date: _____

Town of Surfside
Town Clerk
9293 Harding Avenue
Surfside, Florida 33154

The undersigned, as Design-Build Firm, hereby declares that the only persons interested in this Contract as principal are named herein and that no person other than herein mentioned has any interest in this Contract to be entered into; that this Contract is made without connection with any other person, firm, or parties making a Proposal; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Proposer further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the Proposals, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Proposal Guaranty (if any); and all other required information with the Proposal; and that the Proposal is submitted voluntarily and willingly.

The Proposer agrees, if this Proposal is accepted, to contract with the Town, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project(s) entitled:

Title: Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

The Proposer also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security, if permitted by the Town, each for not less than the total Contract price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Proposal guaranty, if any, accompanying the Response shall be forfeited if Proposer fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Proposer agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price in figures and the price in words, the price in words shall govern. Proposer agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the total.



PRICE FORM: (Page 2 of 9)

Note Proposers are submitting on a lump sum Contract Price basis.

Design Fees

Phase	Fee %	Fee
Pre-Design Phase	%	\$
Concept Schematic Design	%	\$
Advanced Schematic Design	%	\$
Design Development	%	\$
50% Construction Documents	%	\$
90% Construction Documents	%	\$
100% Construction Documents	%	\$
Permitting	%	\$
Construction Administration	%	\$
Substantial Completion Deliverables	%	\$
Final Completion Deliverables	%	\$
Post Occupancy Inspection & Report	%	\$
Not to Exceed Allowance for Reimbursable Expenses	%	\$
Total Design Fees	100%	\$

Note: Fee % indicates proportion of lump sum of Total Design Fees

PRICE FORM: (Page 3 of 9)

Construction Costs

Phase	Item Amount	Sub-Total/Total Fee
Guaranteed Maximum Cost of the Work	\$	NM
SUB TOTAL	\$	
Guaranteed Maximum Staffing Costs	\$	PM
Guaranteed Maximum General Conditions	\$	
SUB TOTAL	M I	\$
Overhead & Profit	\$	
SUB TOTAL	\$	\$
Bond & Insurance this is part of the General Conditions		
Guaranteed Maximum Construction Price	\$	\$

Lump Sum Contract Price (Note: This is the combined Prices for design & construction)		\$
---	--	----

Our **LUMP SUM CONTRACT PRICE** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Bid Specifications.

Lump Sum: \$ _____

Written Amount



PRICE FORM: (Page 4 of 9)

DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND PARTS III AND IV.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Part II: _____ No addendum was received in connection with this Bid.

Part III: Certifications

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the following, and shall comply with all the stated requirements.

1. Non-Collusion

Proposer certifies that the only persons interested in this Bid are named herein; that no other person has any interest in this Proposal or in the Contract to which this Proposal pertains; that this Proposal is made without connection or arrangement with any other person; and

2. Drug Free Workplace

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:

(i) The dangers of drug abuse in the workplace;

PRICE FORM: (Page 5 of 9)

- (ii) The Proposer's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying the Town in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6); and

5. Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



PRICE FORM: (Page 6 of 9)

(3) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

6 Debarment, Suspension and Other Responsibility Matters

The Proposer certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective Proposer is unable to certify to any of the statements in this certification, such Proposer shall submit an explanation to the Town of Surfside.

Part IV: Certification — Trench Safety Act

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Proposer and Subcontractor, and Subconsultant.

The Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Proposer acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

PRICE FORM: (Page 7 of 9)

The Proposer further identifies the costs and methods summarized below:

Description	Unit	Quantity Price	Unit Price	Extended	Method
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total \$ _____					

Attached is a Proposal Bond [], Cash [], Money Order [], Unconditional/Irrevocable Letter of Credit [], Treasurer's Check [], Bank Draft [], Cashier's Check [], Bid Bond Voucher [] or Certified Check [] No. Bank of for the sum of Dollars (\$ _____).

The Proposer shall acknowledge this Bid and certifies to the above stated in Part III and IV by signing and completing the spaces provided below.

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

Town/State/Zip: _____

Telephone No.: _____

Facsimile No.: _____ Email Address: _____

Social Security No. or Federal I.D.No.: _____ Dun and Bradstreet No.: _____
(if applicable)

If a partnership, names and addresses of partners:



CERTIFICATE OF AUTHORITY

(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of Florida, held on the _____ day of _____, a resolution was duly passed and adopted authorizing (Name) as (Title) of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

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

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of Florida, held on the _____ day of _____, a resolution was duly passed and adopted authorizing (Name) as (Title) of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

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

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit a joint venture agreement indicating that the person signing this Bid is authorized to sign bid documents on behalf of the joint venture. If there is no joint venture agreement each member of the joint venture must sign the Bid and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

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

Signed: _____

Print: _____



FORM A. - SUBCONSULTANTS

FIRM NAME	CONSULTING FIELD



SECTION 6 - CONTRACT EXECUTION FORM

FY2010-PW-402

THIS Contract *FY2010PW402* (Contract number) made this 27 day of December in the year 2010 by and between **THE TOWN OF SURFSIDE, FLORIDA**, hereinafter called the "CITY" and **LYNX CONSTRUCTION LLC**.

MANAGEMENT

IN WITNESS HEREOF, the parties have executed this Contract as of the day and year first above written.

WITNESS/ATTEST

[Signature]

Signature

F. RODRIGUEZ

Print Name, Title

MANAGEMENT
LYNX CONSTRUCTION LLC

[Signature]

Signature

CHRISTOPHER M. MORAN, President

Print Name, Title *CCC1518484*

ATTEST:

[Signature]

Design-Build Firm

ATTEST:

Town of Surfside, a municipal corporation of the State of Florida

Debra Eastman, Town Clerk

Roger M. Carlton, Town Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

Martin Sherwood, Finance Director


APPROVED AS TO LEGAL FORM AND CORRECTNESS:

[Signature]

Lynn Dannheisser, Town Attorney

[Handwritten mark]

Section 4 - PRICE FORM

Submitted: 
Date: 12/27/2010

Town of Surfside
Town Clerk
9293 Harding Avenue
Surfside, Florida 33154

The undersigned, as Design-Build Firm, hereby declares that the only persons interested in this Contract as principal are named herein and that no person other than herein mentioned has any interest in this Contract to be entered into; that this Contract is made without connection with any other person, firm, or parties making a Proposal; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Proposer further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the Proposals, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Proposal Guaranty (if any); and all other required information with the Proposal; and that the Proposal is submitted voluntarily and willingly.

The Proposer agrees, if this Proposal is accepted, to contract with the Town, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project(s) entitled:

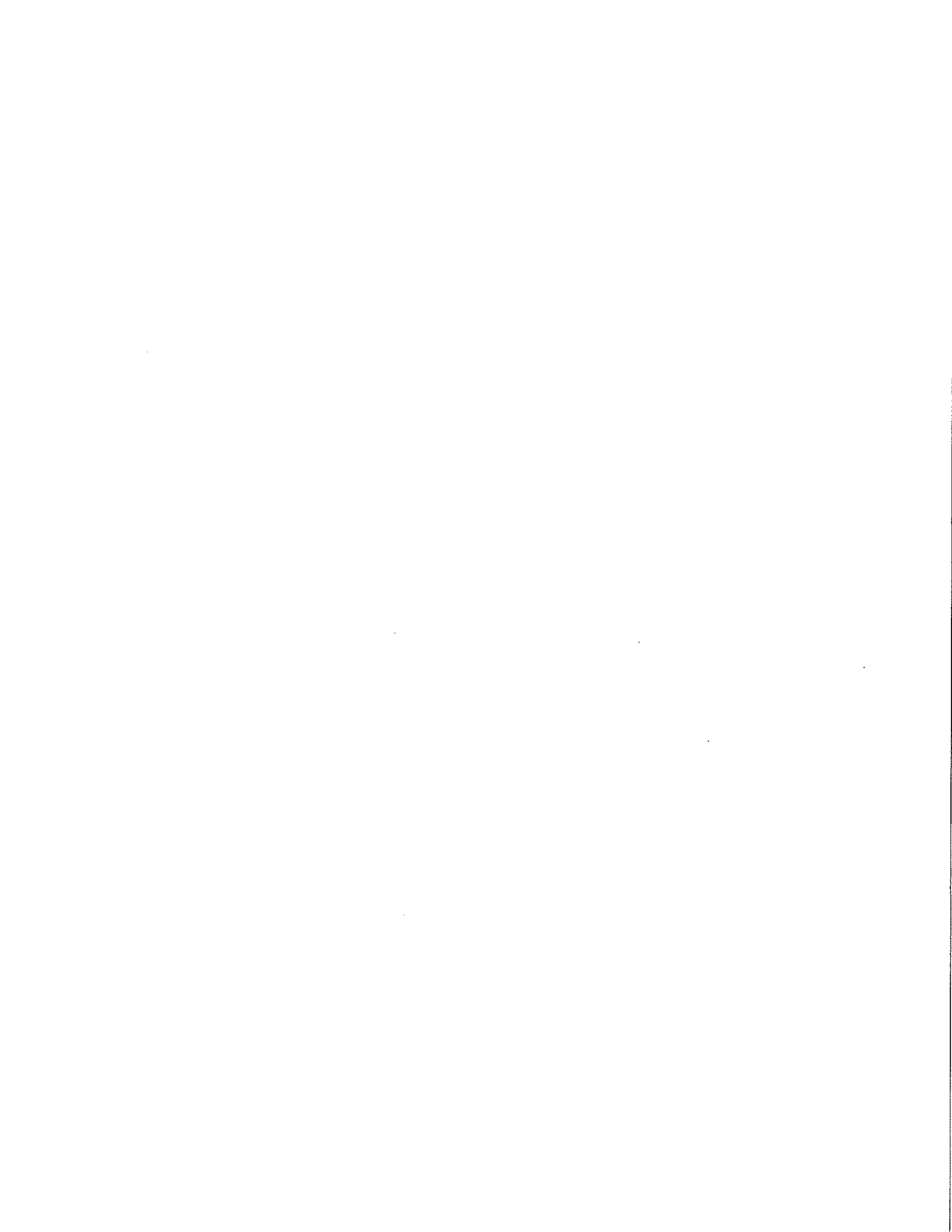
Title: Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

The Proposer also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security, if permitted by the Town, each for not less than the total Contract price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Proposal guaranty, if any, accompanying the Response shall be forfeited if Proposer fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Proposer agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price in figures and the price in words, the price in words shall govern. Proposer agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the total.





PRICE FORM: (Page 2 of 9)

Note Proposers are submitting on a lump sum Contract Price basis.

Design Fees

Phase	Fee %	Fee
Pre-Design Phase	11.42%	\$1,200
Concept Schematic Design	11.42%	\$1,200
Advanced Schematic Design	14.3%	\$1,500
Design Development	14.3%	\$1,500
50% Construction Documents	14.3%	\$1,500
90% Construction Documents	11.42%	\$1,200
100% Construction Documents	11.42%	\$1,200
Permitting	0%	\$0
Construction Administration	3.41%	\$360
Substantial Completion Deliverables	3.41%	\$360
Final Completion Deliverables	2.3%	\$240
Post Occupancy Inspection & Report	0%	\$0
Not to Exceed Allowance for Reimbursable Expenses	2.3%	\$240
Total Design Fees	100%	\$10,500

Note: Fee % indicates proportion of lump sum of Total Design Fees



PRICE FORM: (Page 3 of 9)

Construction Costs

Phase	Item	Sub-Total/Total
Guaranteed Maximum Cost of the Work	\$82,376.00	\$82,376.00
Alternate 1 - Reseal and re-stripe the existing pavement	\$4,095.00	\$4,095.00
Alternate 2 - Pressure wash and paint existing curb areas	\$1,755.00	\$1,755.00
SUB TOTAL	\$88,226.00	\$88,226.00
Guaranteed Maximum Staffing Costs	\$Included	\$Included
Guaranteed Maximum General Conditions	\$Included	\$Included
SUB TOTAL	\$88,226.00	\$88,226.00
Overhead & Profit	\$Included	\$Included
SUB TOTAL	\$Included	\$ Included
Bond & Insurance this is part of the General Conditions	\$Included	\$Included
Guaranteed Maximum Construction Price	\$88,226.00	\$88,226.00
Lump Sum Contract Price (Note: This is the combined Prices for design & construction)	\$88,226.00	\$88,226.00

Our **LUMP SUM CONTRACT PRICE** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Bid Specifications.

Lump Sum: \$88,226.00

Eighty eight thousand two hundred twenty-six Dollars

Written Amount

PRICE FORM: (Page 4 of 9)

DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND PARTS III AND IV.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. 1, Dated 09/16/2010 _____

Addendum No. 2, Dated 09/17/2010 _____

Addendum No. 3, Dated 09/17/2010 _____

Addendum No. 4, Dated _____

Part II: _____ No addendum was received in connection with this Bid.

Part III: Certifications

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the following, and shall comply with all the stated requirements.

1. Non-Collusion

Proposer certifies that the only persons interested in this Bid are named herein; that no other person has any interest in this Proposal or in the Contract to which this Proposal pertains; that this Proposal is made without connection or arrangement with any other person; and

2. Drug Free Workplace

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:

(i) The dangers of drug abuse in the workplace;



PRICE FORM: (Page 5 of 9)

- (ii) The Proposer's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying the Town in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6); and

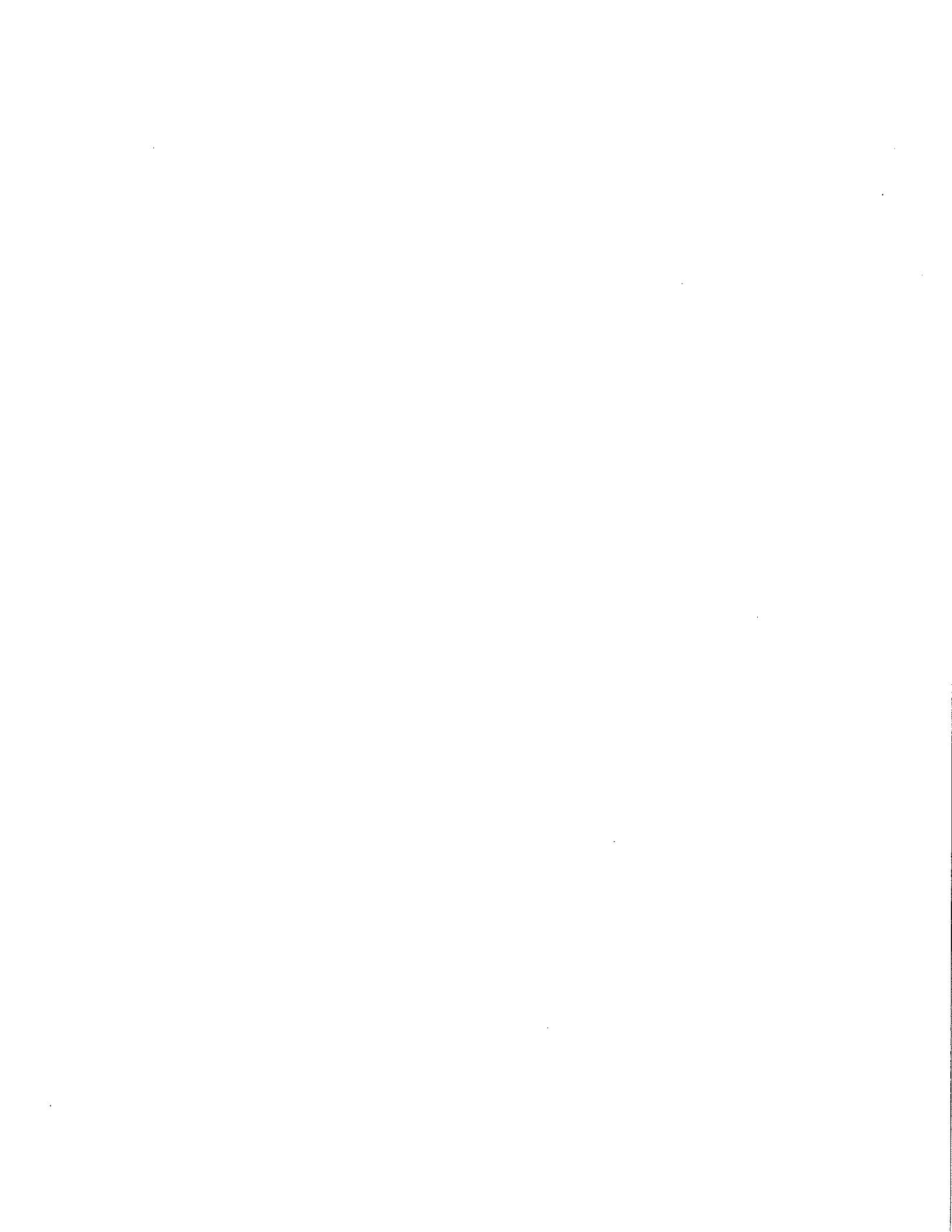
5. Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.





PRICE FORM: (Page 6 of 9)

(3) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

6 Debarment, Suspension and Other Responsibility Matters

The Proposer certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective Proposer is unable to certify to any of the statements in this certification, such Proposer shall submit an explanation to the Town of Surfside.

Part IV: Certification — Trench Safety Act

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Proposer and Subcontractor, and Subconsultant.

The Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Proposer acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.



PRICE FORM: (Page 7 of 9)

The Proposer further identifies the costs and methods summarized below:

Description	Unit	Quantity Price	Unit Price	Extended	Method
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total \$ _____					

Attached is a Proposal Bond [], Cash [], Money Order [], Unconditional/Irrevocable Letter of Credit [], Treasurer's Check [], Bank Draft [], Cashier's Check [], Bid Bond Voucher [] or Certified Check [] No. Bank of for the sum of Dollars (\$ _____).

The Proposer shall acknowledge this Bid and certifies to the above stated in Part III and IV by signing and completing the spaces provided below.

Firm's Name: Lynx Construction Management, LLC

Signature: 

Printed Name/Title: Christopher Moran / President

Town/State/Zip: Coral Gables, FL 33146

Telephone No.: 305-523-3656

Facsimile No.: 888-499-1748 Email Address: cmoran@Lynxcs.com

Social Security No. or Federal I.D.No.: 263104033 Dun and Bradstreet No.: 83-257-6172
(if applicable)

If a partnership, names and addresses of partners:





ADDENDUM No. 1

ACKNOWLEDGMENT

September 13, 2010

TOWN OF SURFSIDE

**DESIGN BUILD SERVICES FOR 222 95TH STREET
PARKING AREA EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402**

I, Monty McLean have received the referenced
(Print Name)

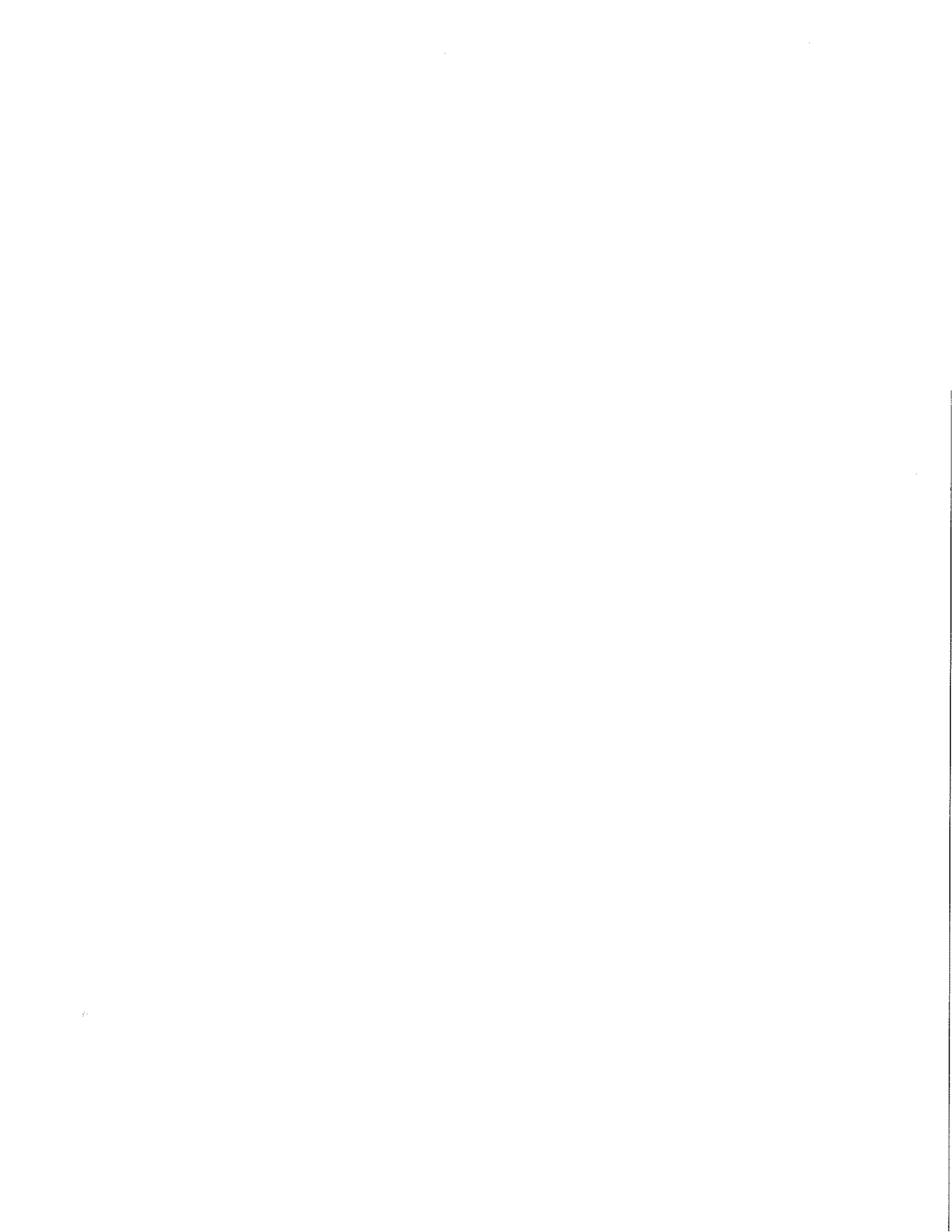
ADDENDUM # 1 for Line Construction Management
Contract Document Holder of Record

Signature: [Handwritten Signature]

Date: 10/28/10

Please return to Sabrina Baglieri, Calvin Giordano & Associates, by facsimile (FAX).
Fax Number (954)-921-8807. TELEPHONE (954) 821-7781.
Email- sbaglieri@calvin-giordano.com

[Handwritten Mark]



ACKNOWLEDGMENT
ADDENDUM NO. 1
DESIGN BUILD SERVICES FOR 222 95TH STREET PARKING AREA
EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402
TO RFP DOCUMENTS

September 13, 2010

This addendum forms a part of the RFP Documents and modifies the original Contract Documents as noted. Acknowledge receipt of this Addendum in the space provided on the RFP Form. Failure to do so may subject the bidder to disqualification.

IN THE CONTRACT DOCUMENTS:

1. Attached Pre-bid minutes to be **added** to contract documents.
2. Attached insurance requirements revision to be replace on the RFP

END OF ADDENDUM NO. 1







MEETING MINUTES

DATE: September 8, 2010

PROJECT: MANDATORY PRE-BID MEETING
Design Build Services for 222 95th Street Parking Area
Expansion & Improvement
CGA Project No. 06-5355.13

CLIENT: Town of Surfside

ATTENDEES: See Attached Listing

DISTRIBUTION: Attendees
File

A mandatory pre-bid meeting for the above-referenced project was held on September 8, 2010 at 10:00 AM at the Town Hall. The items discussed were as follows:

1. The meeting started at 10:15 AM and contractors were notified to document their attendance by completing the Sign-in sheet. Only those who attended the Mandatory Pre Bid meeting will be allowed to bid.
2. The work shall generally consist of: Design build services for a new parking lot and modifications to an existing parking lot located on 222 95th Street Parking Area Expansion & Improvements.
3. Contractors were advised that the RFP Submittal is on September 17th 2010 at 3:00 pm.
4. Contractors need to familiarize and review the insurance requirements to ensure compliance.
5. Contractors were advised that it is their responsibility and cost to get all the require Building Department permits.
6. The contract time is of 90 Calendar Days substantial and 12 calendar days for final completion.
7. The RFP calls for removal of existing parking meters and installation of new parking station, this scope is to be deleted from the RFP and it will not be part of this contract.
8. Staging of work, contractor to be advised that the existing parking should be functional as much spaces as possible during construction.
9. If the design proposed changes driveway connection, permits from FDOT will be required.

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com



10. The Construction Administrator Consultant for this project is Calvin, Giordano & Associates, Inc. Please forward all engineering related correspondence (in writing) by the end of the day to the attention of:

Sabrina M. Baglieri
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
sbaglieri@calvin-giorando.com

The meeting was adjourned at 10:35 a.m.





Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROGRESS MEETING

Time: 10:00 AM
Date: September 8, 2010

CGA Project No. 06-5355.13

NAME: Design Build Services for 222 95th Street Parking Area Expansion & Improvement

Meeting Location: Town of Surfside - Town Hall; 9293 Harding Avenue, Surfside, FL 33154

NO.	NAME/TITLE	COMPANY NAME	PHONE/FAX NO.
1	JOSE LUCIANO	HORIZON CONTRACTORS INC	305-828-2050 / 305-820-8905
2	JORGE HAMMAL	LYNX CONSTRUCTION MANAGEMENT, LLC	305-523-6732 / 305-372-1887
3	JORGE HAMMAL	LYNX ENGINEERING CONSULTING LLC	305-523-6732 / 305-772-1887
4	MHAISAR	MHAISAR & ASSOCIATES, INC	305-445-2799
5	ADREN GUERRA	Maintenance/Security Structures	305-577-5705 / 305-578-5766
6	Robert Baer	Central Florida Equipment	305-886-3344 / 305-888-9305 Robert@centralfloridaequip.com
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			



insurance shall be considered primary to and not contributing with any insurance maintained by the Town of Surfside and shall name the Town of Surfside as an additional insured. The policy of insurance shall be written on an "occurrence" form.

- B. Automobile: Successful Proposer shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. Professional Liability Insurance: Professional liability insurance with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.
- D. Umbrella/ Excess Liability: Successful Proposer shall provide umbrella/excess coverage with limits of no less than \$5,000,000.00 excess of Commercial General Liability, Automobile Liability, and Employers Liability.
- E. Workers' Compensation: The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Said policy must include Employers' Liability insurance with limits of no less than:
- | | |
|---------------------------|---------------|
| • Each Accident | \$ 100,000.00 |
| • Disease – Policy Limit | \$ 500,000.00 |
| • Disease – Each Employee | \$ 100,000.00 |

Successful Proposer shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- F. Other Insurance Provisions: The Town of Surfside is to be specifically included on all certificates of insurance (with exception to Workers Compensation) a named additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to insure that all subcontractors comply with the same insurance requirements spelled out above. The Town may request a copy of the insurance policy according to the nature of the project. Town reserves the right to accept or reject the insurance carrier.

1.06 PROPOSAL BOND

A Proposal bond in the amount of 20% of the Bid amount shall be submitted with the Price Proposal portion of the Response and a Payment and Performance bond are a requirement of the Agreement. The



awarded Design-Build Firm shall submit a Payment Bond and Performance Bond (showing the Design-Builder as Principal) in the full amount of the Contract, inclusive of

A small, handwritten mark or signature in the bottom right corner of the page, consisting of a few loops and a tail.

ADDENDUM No. 2

ACKNOWLEDGMENT

September 17, 2010

TOWN OF SURFSIDE

**DESIGN BUILD SERVICES FOR 222 95TH STREET
PARKING AREA EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402**

I *Christina M. ...* have received the referenced
(Print Name)

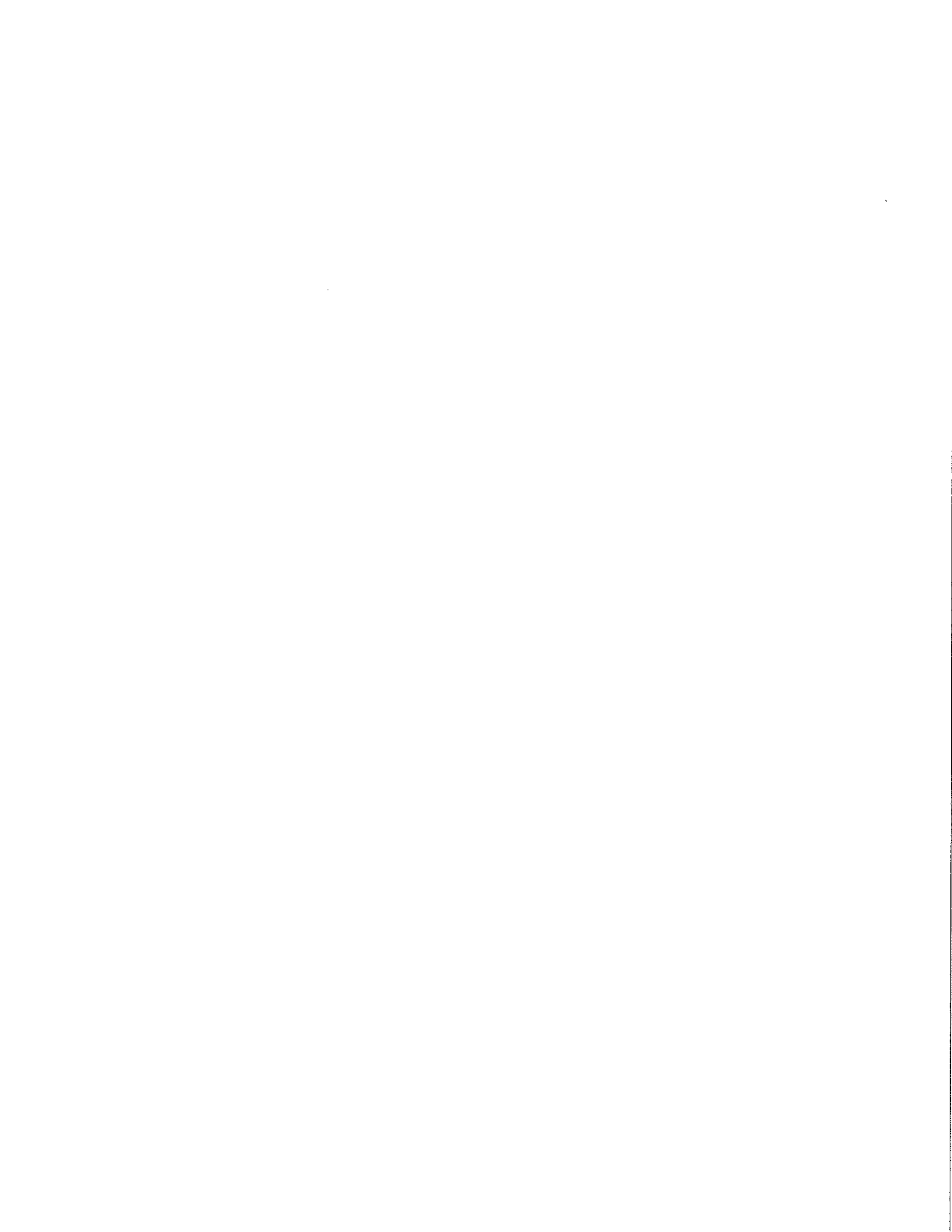
ADDENDUM # 2 for *Lynn Congiata M... ..*
Contract Document Holder of Record

Signature: *[Handwritten Signature]*

Date: *10/19/2010*

Please return to Sabrina Baglieri, Calvin Giordano & Associates, by facsimile (FAX).
Fax Number (954)-921-8807. TELEPHONE (954) 921-7781.
Email- sbaglieri@calvin-giordano.com

[Handwritten mark]



ACKNOWLEDGMENT

ADDENDUM NO. 2
DESIGN BUILD SERVICES FOR 222 95TH STREET PARKING AREA
EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402

TO RFP DOCUMENTS

September 17, 2010

This addendum forms a part of the RFP Documents and modifies the original Contract Documents as noted. Acknowledge receipt of this Addendum in the space provided on the RFP Form. Failure to do so may subject the bidder to disqualification.

IN THE CONTRACT DOCUMENTS:

1. The RFP Opening date has been postponed to **Tuesday, September 21st 2010.**
2. There was a typo on the Pre-bid minutes in item 6 should read" 120 calendar days for final completion.
3. Additional information is forthcoming.

END OF ADDENDUM NO. 2





ADDENDUM No. 3

ACKNOWLEDGMENT

September 17, 2010

TOWN OF SURFSIDE

**DESIGN BUILD SERVICES FOR 222 95TH STREET
PARKING AREA EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402**

I *Christina Moore* have received the referenced
(Print Name)

ADDENDUM # 3 for *Lynt Construction Management*
Contract Document Holder of Record

Signature: *[Signature]*

Date: *9/17/2010*

Please return to Sabrina Baglieri, Calvin Giordano & Associates, by facsimile (FAX).
Fax Number (954)-921-8807. TELEPHONE (954) 921-7781.
Email- sbaglieri@calvin-giordano.com

[Handwritten mark]

ACKNOWLEDGMENT

ADDENDUM NO. 3
DESIGN BUILD SERVICES FOR 222 95TH STREET PARKING AREA
EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402

TO RFP DOCUMENTS

September 17, 2010

This addendum forms a part of the RFP Documents and modifies the original Contract Documents as noted. Acknowledge receipt of this Addendum in the space provided on the RFP Form. Failure to do so may subject the bidder to disqualification.

IN THE CONTRACT DOCUMENTS:

1. Page 3 – noticing of addendums on Town website is **ELIMINATED**.
2. Page 1.1 – Insurance Requirement: supersedes earlier addendum. For Commercial General Liability it is now \$1M per occurrence; \$2M aggregate. NO “umbrella” for \$5M.
3. Page 14 – requirement to remove individual package meters and install a “multi-pay station” is **ELIMINATED**.

END OF ADDENDUM NO. 3



CERTIFICATE OF AUTHORITY

(IF CORPORATION) *1/1/00*

I HEREBY CERTIFY that at a meeting of the Board of Directors of *City of...*, a corporation organized and existing under the laws of the State of Florida, held on the *20* day of *Dec*, a resolution was duly passed and adopted authorizing (Name) as (Title) of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20 *00*

Print: *[Signature]*

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of Florida, held on the _____ day of _____, a resolution was duly passed and adopted authorizing (Name) as (Title) of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.

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

Partner: _____
Print: _____

CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Bid is authorized to sign bid documents on behalf of the joint venture. If there is no joint venture agreement each member of the joint venture must sign the Bid and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that, I (Name) _____ and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

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

Signed: _____
Print: _____

[Signature]

NOTARIZATION

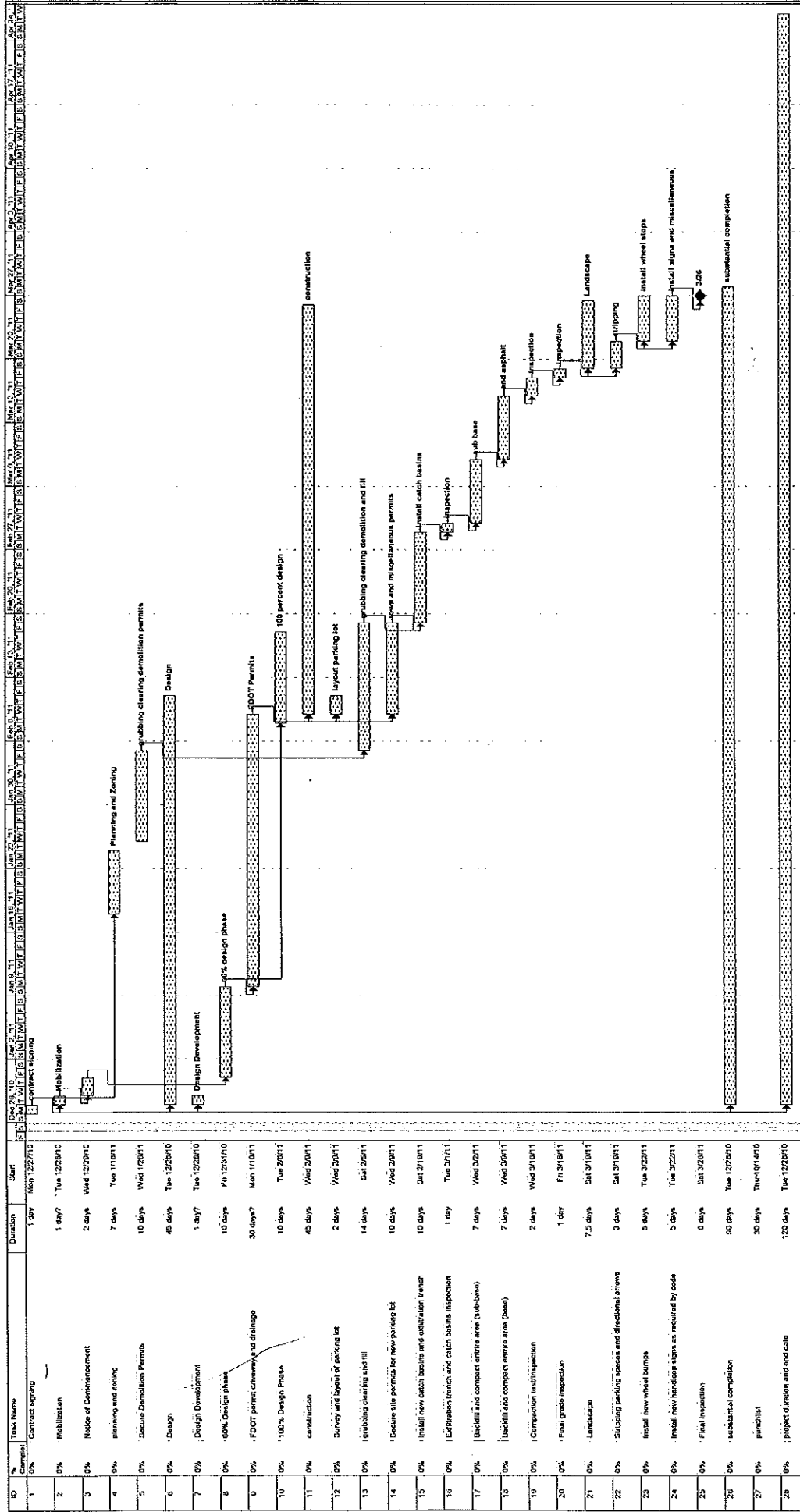
STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
20 _____, by _____, who is personally known to me or who has produced
_____ as identification and who (did / did not) take an oath.

Print or Stamp Name: _____
Notary Public, State of Florida at Large
Commission No. : _____
My Commission Expires: _____

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, located in the bottom right corner of the page.





Summary Project Summary External Tasks External Milestone Deadline

Project Name: **Indigo Project2**
 Date: **Fri 12/28/10**

Task: **Task**
 Dept: **Dept**

Progress: Milestone:

(insert surface, Project2, Lym)

Page 1

TO (OWNER): Town of Surfside
 Public Works Department
 9293 Harding Avenue
 Miami, FL 33154

PROJECT: 222 95th St Parking Area Improv. and Exp. APPLICATION NO: 01 Distribution to: X OWNER
 X CONTRACTOR
 X OWNER'S REPRESENTATIVE

PERIOD TO: 12/20/10

OWNER'S REPRESENTATIVE: Town of Surfside
 Fernando Rodriguez
 9293 Harding Avenue
 Miami, FL 33154

PROJECT NO 105626

CONTRACTOR: Lynx Construction Management
 1430 S. Dixie Hwy, Suite 314
 Coral Gables, FL 33146

CONTRACT FOR: Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in Previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$	\$
Net change by Change Orders		\$	\$

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 88,226

2. Net change by Change Orders..... \$ -

3. CONTRACT SUM TO DATE (Line 1±2)..... \$ 88,226

4. TOTAL COMPLETED & STORED TO DATE..... \$ 10,421
 (Column G on G703)

5. RETAINAGE:
 a. 10% of Completed Work \$ 1,042
 (Column D + E on G703)
 b. % of Stored Material \$ -
 (Column F on G703)

Total retainage (Line 5a + 5b or Total in Column I of G703) \$ 1,042

6. TOTAL EARNED LESS RETAINAGE..... \$ 9,379
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ -

8. CURRENT PAYMENT DUE..... \$ 9,379

9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 78,847
 (Line 3 less Line 6)

State of: Florida County of: Miami-Dade
 Notary Public: Anel Diaz My Commission EE668770 Expires 05/04/2011

by: Christopher M. Moran, PE Date: 12/20/10

OWNER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner's Representative certifies to the Owner that to the best of the Owner's Representative's knowledge, information and belief, the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 9,379
 (Attach explanation if amount certified differs from the amount applied for.)
 by: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any right of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 01
 APPLICATION DATE: December 20, 2010
 PERIOD TO: December 20, 2010

A ITEM NO.	B DESCRIPTION OF WORK	C Contract Status		D Work Completed FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G : C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 10%
		Initial Contract Amount	Change Order Adjustments							
GENERAL CONDITIONS										
	General Conditions	8,237.60		8,237.60	889.66		889.66	11%	7,347.94	88.97
	Bond	2,471.28		2,471.28	2,471.28		2,471.28	100%	0.00	247.13
	Insurance	1,235.64		1,235.64	1,235.64		1,235.64	100%	0.00	123.56
DESIGN										
	Pre-Design Phase	1,200.00		1,200.00	1,200.00		1,200.00	100%	0.00	120.00
	Concept Schematic Design	1,200.00		1,200.00	1,200.00		1,200.00	100%	0.00	120.00
	Advanced Schematic Design	1,500.00		1,500.00	1,500.00		1,500.00	100%	0.00	150.00
	Design Development	1,500.00		1,500.00	1,500.00		1,500.00	100%	0.00	150.00
	50% Construction Documents	1,500.00		1,500.00	1,500.00		1,500.00	0%	1,500.00	0.00
	90% Construction Documents	1,200.00		1,200.00	1,200.00		1,200.00	0%	1,200.00	0.00
	Permitting	0.00		0.00	0.00		0.00	0%	0.00	0.00
	100% Construction Documents	1,200.00		1,200.00	1,200.00		1,200.00	0%	1,200.00	0.00
	Construction Administration	360.00		360.00	360.00		360.00	0%	360.00	0.00
	Substantial Completion Deliverables	360.00		360.00	360.00		360.00	0%	360.00	0.00
	Final Completion Deliverables	240.00		240.00	240.00		240.00	0%	240.00	0.00
	Post Occupancy Inspection & Report	0.00		0.00	0.00		0.00	0%	0.00	0.00
	Not to Exceed Allowance for Reimbursable Expenses	240.00		240.00	24.00		24.00	10%	216.00	2.40
EXISTING CONDITIONS										
	Existing Conditions	8,000.00		8,000.00	400.00		400.00	5%	7,600.00	40.00
SITEWORK										
	Site fill and compact	15,000.00		15,000.00	0.00		0.00	0%	15,000.00	0.00
	Drainage	8,000.00		8,000.00	0.00		0.00	0%	8,000.00	0.00
	Asphalt	12,030.68		12,030.68	0.00		0.00	0%	12,030.68	0.00
	Concrete	4,000.00		4,000.00	0.00		0.00	0%	4,000.00	0.00
	Seal / Strip (new lot)	4,000.00		4,000.00	0.00		0.00	0%	4,000.00	0.00
	Landscape	2,900.80		2,900.80	0.00		0.00	0%	2,900.80	0.00
ELECTRICAL										
	Electrical	6,000.00		6,000.00	0.00		0.00	0%	6,000.00	0.00
APPROVED ALTERNATES										
	Alternate 1 - Reseal and re-stripe the existing pavement	4,095.00		4,095.00	0.00		0.00	0%	4,095.00	0.00
	Alternate 2 - Pressure wash and paint existing curb areas	1,755.00		1,755.00	0.00		0.00	0%	1,755.00	0.00
	TOTALS FOR IN CONTRACT ITEMS	88,226.00	0.00	88,226.00	10,420.58	0.00	10,420.58	11.81%	77,805.42	1,042.06
TOTALS FOR ALL ITEMS										
		88,226.00	0.00	88,226.00	10,420.58	0.00	10,420.58	11.81%	77,805.42	1,042.06



ACORD™ INSURANCE BINDER

DATE
12/23/2010

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER Collinsworth, Alter, Fowler & French LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	PHONE (A/C, No, Ext): (305)822-7800 FAX (305)558-4294	COMPANY Crum & Forster	BINDER # B10122311908
CODE:	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID: INSURED 00012389 Lynx Construction Managment, LLC 1430 South Dixie Highway Suite 314 Coral Gables, FL 33146	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)		

COVERAGES		LIMITS			
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT	
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC					
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500. BI & PD DED	Blanket Additional Insured Included Primary/Non-Contributory Endorsement Waiver of Subrogation Included Per Occurrence Incl ALAE RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 1,000,000 \$ 50,000 \$ Excluded \$ 1,000,000 \$ 2,000,000 \$ 2,000,000	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT OTHER	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
SPECIAL CONDITIONS/ OTHER COVERAGES Subject terms and conditions subject to actual policy wording. 100% Minimum & Deposit (No RP @ Audit)				FEES TAXES ESTIMATED TOTAL PREMIUM	

NAME & ADDRESS

	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE Michael Nielson/TERESA	



CERTIFICATE OF INSURANCE Lynx - Auto Insurance

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW. BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: STATE FAIR MUTUAL, A FLORIDA INSURANCE COMPANY of Springfield, Fla. or STATE FAIR MUTUAL AUTO LIABILITY FLORIDA of Springfield, Fla. has coverage in force with the following description of insured to show below:

Name of Named Insured LYNX CONSTRUCTION MANAGEMENT LLC

Address of Named Insured 999 BRICKELL AVE STE 700
MIAMI FL 33131-3143

UNIT NUMBER	411078-AL-100				
EFFECTIVE DATE OF POLICY	07/26/10-01/31/11				
DESCRIPTION OF VEHICLE	01165888 T000 1920000000000000				
PROPERTY DAMAGE LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
UNEMPLOYMENT BENEFIT COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROPERTY DAMAGE COVERAGE	\$1,000,000.00				
UNEMPLOYMENT BENEFIT COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROPERTY DAMAGE COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
EMPLOYERS NON-EMPLOYEE COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROPERTY DAMAGE COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

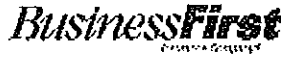
[Signature]
 Signature of Authorized Representative D. Angeles AGENT 2803 08/16/10
 Name and Address of Certificate Holder: Town of Surfside
5231 Harding Ave
Surfside, FL 33154

Name and Address of Agent:
Ileana Cabrera-Rodriguez Insurance Agency, Inc
State Fair Insurance
1926 Ponce de Leon Blvd
Oceal Gallex, FL 33134

Check if a permanent Certificate of Insurance for liability coverage is needed
 Check if the Certificate Holder should be added as an Additional Insured:
 Remarks RE 222 2512000 policy was expiring on 8/1/10



Lynx Worker's Comp Insurance



CERTIFICATE OF INSURANCE

RE : 0521-04038
ISSUED TO : Town of Surfside

8293 Harding Ave
Surfside, FL 33164

Producer : Joseph P. Dufour
Company : Automatic Data Processing
Insurance Agency
Address : 1 ADP Blvd.
Roseland, NJ 7088
Phone : (800) 524-7024

This is to certify that Lynx Construction Management, LLC, 899 Brickell Avenue, Suite 700 Miami, FL 33131-3024, being
subject to the provisions of the Florida Workers' Compensation Law, has secured the payment of any workers' compensation
benefits due by insuring their risk with the BusinessFirst Insurance Company.

POLICY NUMBER: 0521-04038 Statutory Limits -- State of Florida
Employers Liability
EFFECTIVE DATE: November 02, 2010 100,000 (Each Accident)
100,000 (Disease--Each Employee)
EXPIRATION DATE: November 02, 2011 600,000 (Disease--Policy Limit)

Job: 222 96th street parking area expansion & improvements

This certificate is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be
construed as amending, extending, or altering coverage not afforded by the policy shown above or affording insurance to any
insured not named above.

The policy of insurance listed above has been issued to the named insured for the policy period indicated. Notwithstanding
any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance made
available by the described policy in this certificate is subject to only the terms, exclusions and conditions of such policy. Paid
claims may have reduced the shown limits.

If the policy described above is cancelled before the expiration date indicated, the issuing company will endeavor to mail 30
days' written notice to the certificate holder named above, although if cancellation is for nonpayment of premium, then the issuing
company will endeavor to mail 30 days' written notice to the certificate holder. In any event, the issuing company, its agents, and
representatives accept no obligation or liability of any kind for failure to mail such notice.

Date: September 14, 2010

Handwritten signature of Carol Spivey

Authorized Signature

P.O. Box 900 • Lutzland, FL 33002-0900 • 1-800-201-7640 • (863) 665-6160 • Fax (863) 666-1950

Automatic Data Processing Insurance Agency, Inc. People Who Know Workers' Comp

Submit all correspondence to the above address.

www.adp.com

Handwritten signature

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Lynx Construction Management, LLC
999 Brickell Ave., Ste. 700, Miami, FL 33131

as Principal, hereinafter called the Principal, and Old Republic Surety Company
P. O. Box 1635, Milwaukee, WI 53201

a corporation duly organized under the laws of the State of WI

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Surfside
9293 Harding Ave., Surfside, FL 33154

as Obligee, hereinafter called the Obligee, in the sum of Twenty Percent of Amount Bid
Dollars (\$ 20%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Design Build Services for 222 95th Street Parking Area Expansion & Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of September, 2010

Mary Travis
(Witness)

Lynx Construction Management, LLC

(Principal) (Seal)
By: [Signature]
(Title)

Elizabeth Go
(Witness)

Old Republic Surety Company

(Surety) (Seal)
By: [Signature]
Attorney-in-Fact Brett Rosenhaus (Title)

[Signature]

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRETT M. ROSENHAUS, JASON B. KATZ, OF LAKE WORTH, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE MILLION DOLLARS (\$5,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

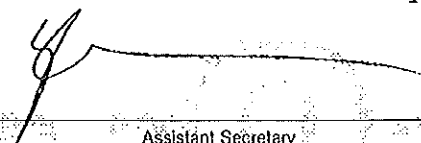
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

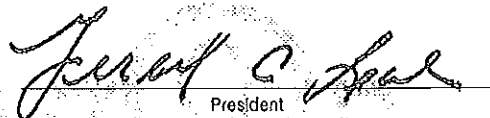
IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of MAY, 2010.



Assistant Secretary



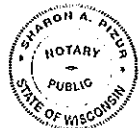
OLD REPUBLIC SURETY COMPANY

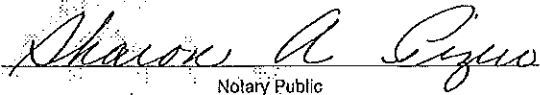


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12TH day of MAY, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.





Notary Public

My commission expires: 12/02/2012

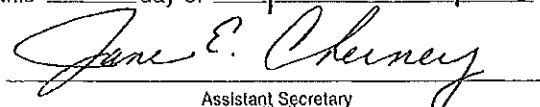
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2398



Signed and sealed at the City of Brookfield, WI this 17th day of September, 2010



Assistant Secretary

NIELSON, ROSENHAUS & ASSOCIATES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

7

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

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Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

Section 1 – GENERAL TERMS AND CONDITIONS

1. Definitions

Additional Services means any Work defined as such in a Work Order, secured in compliance with Florida Statutes and Town Code.

Attachments mean any Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

Base Fee means the amount of compensation mutually agreed upon for the completion of Basic Services.

Basic Services means those services designated as such in this Agreement.

Change Order means a written document ordering a change in the Contract Price or Contract Time or a material change in the Work. A change order must comply with the Contract Documents.

Town means the Town of Surfside, Florida, a Florida municipal corporation. In all respects hereunder, Town's performance is pursuant to the Town's capacity as Owner. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to Town's authority as a governmental body and shall not be attributable in any manner to the Town as a party to this Contract. For the purposes of this Contract, "Town" without modification shall mean the Town Manager or Public Works Director, as applicable. **Town Commission** means the legislative body of the Town of Surfside.

Town Manager means the duly appointed chief administrative officer of the Town of Miami.

Commissioning means the employing total building commissioning practices tailored to the size and complexity of the building site, building and its system components in order to verify performance of all components and systems and help ensure that design requirements are met. This includes a designated commissioning authority a commissioning plan, verification of the installation and performance of systems to be commissioned, and a commissioning report.

Consultant means the Florida licensed design firm who has entered into an agreement with the Design-Build Firm to be the Architect of Record and lead design firm under this Agreement.

Construction Change Directive means a written directive to effect changes to the Work, issued by the Consultant or the Director that may affect the Contract Price or time.

Construction Schedule means a critical path schedule or other construction schedule, as defined and required by the Contract Documents.

Contract or Contract Documents means this Agreement, the RFP the Addenda, the Response to the RFP, and the Design Criteria Package, plans & specifications developed by the Design-Build Firm, and any change orders, modifications, directives, clarifications to this Contract.

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

Cure means the action taken by the Design-Build Firm promptly after receipt of written notice from the Town of a breach of the Contract Documents which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach, including, without limitation, repairing, replacing or correcting any portion of the Work or the Project(s) site(s) disturbed in performing such cure.

Cure Period means the period of time in which the Design-Build Firm is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Design Build Firm means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to any Work issued under this Contract.

Design Criteria Professional means the professional design firm contracted by the Town to prepare Design Criteria Package for the Project.

Design Criteria Package ("DCP") means a concise, performance-oriented drawings and specifications that form the basis for the design and construction of the Project.

Design Documents means the documents prepared by the Consultant or the Design-Build Firm, as applicable, for the Work including, but not limited to, the Design Concept and Schematics Report, Design Development Documents and Construction Documents.

Director means the Director of Public Works or designee, who has the authority and shares the responsibility for managing the Project under this Contract.

Drawings means the graphic and pictorial portions of the Work, which serve to show the design, location and dimensions of the Work to be performed, including, without limitation, all notes, schedules and legends on such Drawings.

Field Directive means a written approval for the Design-Build Firm to proceed with Work requested by the Town or the Consultant, which is minor in nature and should not involve additional cost.

Final Completion means the date subsequent to the date of Substantial Completion at which time the Design-Build Firm has completed all the Work in accordance with the Contract as certified by the Consultant and submitted all documentation required by the Contract Documents and the Town has accepted the Work in accordance with this Contract. Final Completion shall not be deemed to have been achieved, unless a final certificate of occupancy or use, as applicable, has been issued

Inspector means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by Design-Build Firm.

Integrated Design or IDP means the use of a collaborative, integrated planning and design process consistent with ASTM E 2348, Standard Guide for Framework for a Consensus-based Environmental Decision making Process that Initiates and maintains an integrated project team in all stages of a project's planning and delivery; Establishes performance goals for siting,

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

energy, water, materials, and indoor environmental quality along with other comprehensive design goals; and, ensures incorporation of these goals throughout the design and lifecycle of the building; and considers all stages of the building's lifecycle, including deconstruction.

Notice of Award means the written letter to the Design-Build Firm notify the Design-Build Firm that they have been awarded the Contract.

Notice To Proceed means a written letter or directive issued by the Director or designee acknowledging that all conditions precedent have been met and directing that the Design-Build Firm may begin Work on the Project(s).

Plans and/or Drawings means the official graphic representations of a Project(s).

Professional Services means those services within the scope of the practice of architecture, professional engineering, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, or registered surveyor or mapper in connection with his or her professional employment or practice. These services may be abbreviated herein as "architectural/ engineering services" or "professional services", as applicable, which are within this definition.

Project Or Work as used herein refers to all reasonably necessary and inferable and necessary construction and services required by the Contract Documents whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Design-Build Firm to fulfill its obligations, including completion of the construction in accordance with the Drawings and Specifications. The Work may constitute the whole or a part of the Project(s).

Project Manager means the individual assigned by the Town to manage the Project(s).

Request for Information (RFI) means a request from the Design-Build Firm seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, shall clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is needed. The RFI must set forth the Design-Build Firm's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Risk Administrator means the Town's Risk Management Administrator, or designee, or the individual named by the Town Manager to administer matters relating to insurance and risk of loss for the Town.

Scope of Services or Services means a comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones required for the completion of Project or an assignment with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.

Subconsultant means a person, firm or corporation having a direct contract with the Design-Build Firm or the Consultant for the purposes of the design of this Project.

Subcontractor means a person, firm or corporation having a direct contract with Design-Build Firm including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

Submittal means documents prepared and submitted by the Proposer under this solicitation.

Substantial Completion means that point at which the Work is at a level of completion in substantial compliance with the Contract such that the Town can use, occupy and/or operate the facility in all respects to its intended purpose. Substantial Compliance shall not be deemed to have occurred until any and all governmental entities, which regulate or have jurisdiction over the Work, have inspected, and approved the Work. Beneficial use or occupancy shall not be the sole determining factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of occupancy or use, as applicable, has been issued.

Wage Rates means the effective direct expense to Consultant and/or Subconsultant, on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Contract that justify and form the basis for professional fees regardless of actual manner of compensation.

2. Time is of the Essence

Design-Build Firm will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract.

All dates and periods of time set forth in the Contract, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work and for the delivery and installation of materials and equipment, were included because of their importance to the Town.

Design-Build Firm acknowledges and recognizes that the Town is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time. In agreeing to bear the risk of delays for completion of the Work except for extensions approved in accordance with Article 70, Excusable Delays, the Design-Build Firm understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Design-Build Firm's control, the Work shall not excuse the Design-Build Firm from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Design-Build Firm to an adjustment. All parties under the control or contract with the Design-Build Firm shall include but are not limited to the Consultant, materialmen, Subconsultants, Subcontractors, suppliers and laborers.

The Design-Build Firm acknowledges that the Town is purchasing the right to have the Design-Build Firm continuously working at the Project site for the full duration of the Project to ensure the timely completion of the Work.

3. Contract Term

The Contract shall commence upon issuance of the Notice of Award, which shall be issued subsequent to the execution of the Contract by the Town. The Contract shall terminate upon notice by the Town that the Contract has been closed-out after Final Completion or otherwise terminated by the Town pursuant to the terms and conditions herein set forth.

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

4. Notices

Whenever either party desires to give Written Notice unto the other relating to the Contract, such must be addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Surfside:

Fernando J. Rodriguez
Public Works Director
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

For Design-build Firm:
To Be Determined

During the Work the Design-Build Firm shall maintain continuing communications with Design-Build Professional and the Project Manager. The Design-Build Firm shall keep the Town fully informed as to the progress of the Project(s) at all times through ongoing communications with the Project Manager.

5. Priority of Provisions

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications and plans prepared by the Consultant, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract the order of precedence stated below shall govern:

- Revisions and Change Orders to the Contract
- Contract
- Design Criteria Package
- Plans & Specifications
- RFP Responses

Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

6. Indemnification

Design-Build Firm shall indemnify and hold harmless Town, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Design-Build Firm and persons employed or utilized by Design-Build Firm in the



Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

performance of this Contract. These indemnifications shall survive the term of this Contract. In the event that any action or proceeding is brought against Town by reason of any such claim or demand, Design-Build Firm shall, upon written notice from Town, resist and defend such action or proceeding by counsel satisfactory to Town. The Design-Build Firm expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Design-Build Firm shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided. The foregoing indemnity is limited to \$2,000,000.00, which monetary limitation on the extent of the indemnification both parties acknowledge and agree bears a reasonable commercial relationship to the Agreement.

The indemnification provided above shall obligate Design-Build Firm to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at Town's option, any and all claims of liability and all suits and actions of every name and description which may be brought against Town whether performed by Design-Build Firm, or persons employed or utilized by Design-Build Firm.

This indemnity will survive the cancellation or expiration of the Contract. This indemnity will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of §725.06 and/or §725.08, Fla. Statute. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

Design-Build Firm shall require all Subconsultant and Subcontractor agreements to include a provision that they will indemnify the Town.

The Design-Build Firm agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Design-Build Firm in which the Town participated either through review or concurrence of the Design-Build Firm's actions. In reviewing, approving or rejecting any submissions by the Design-Build Firm or other acts of the Design-Build Firm, the Town in no way assumes or shares any responsibility or liability of the Design-Build Firm or Sub-Design-Build Firm, under this Contract.

7. Insurance

Without limiting any of the other obligations or liabilities of Design-Build Firm, Design-Build Firm shall provide, pay for, and maintain in force until all of its Work to be performed under this Contract has been completed and accepted by Town (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.

7.1. Workers' Compensation insurance to apply for all employees in compliance with the Statutory "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

- Waiver of subrogation
- Statutory State of Florida
- Limits of Liability

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

7.2. Employers' Liability with a limit of **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by an accident, each accident. **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by disease, each employee. **One Million Dollars (\$1,000,000.00)** Dollars each bodily injury caused by disease, policy limit.

7.3. Commercial General Liability (CGL) with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. General Aggregate Limit of **Two Million Dollars (\$2,000,000.00)**. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000.00)** per project. Design-Build Firm shall maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

CGL Required Endorsements

- o Employees included as insured
- o Independent Design-Build Firms Coverage
- o Contractual Liability
- o Waiver of Subrogation
- o Premises and/or Operations
- o Explosion, Collapse and Underground Hazards

- o Loading and Unloading

- o Mobile Equipment (Design-Build Firm's Equipment) whether owned, leased, borrowed or rented by Design-Build Firm or employees of the Design-Build Firm. Town is to be expressly included as an **Additional Insured** with respect to liability arising out of operations performed for Town by or on behalf of Design-Build Firm or acts or omissions of Design-Build Firm in connection with general supervision of such operation. .

7.4 Business Automobile Liability

Minimum limits of **One Million Dollars (\$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 endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles.
- Hired and Non-Owned Vehicles.
- Employers' Non-Ownership.
- Employees included as insured



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- Town of Miami as Additional Insured

7.5 Umbrella Policy

- Bodily injury and property damage liability with limits of **Five Million Dollars (\$5,000,000)** each occurrence and an aggregate limit of **Five Million Dollars (\$5,000,000)**.

Excess coverage over the policies as follows:

- Commercial General Liability
- Business Automobile Liability

Town shall be listed as an additional insured.

7.6. Installation Floater

Required for the installation of machinery and/or equipment into an existing structure is required. The coverage shall be "All Risk" coverage including installation and transit for 100 percent of the "installed replacement cost value," covering Town as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) each claim.

7.7 Cessation of Insurance

Coverage is not to cease and is to remain in force (subject to cancellation notice) until final acceptance by Town.

7.8 Protection & Indemnity Coverage - \$1,000,000

7.9 Owners & Design-Build Firm's Protective

Each Occurrence \$1,000,000

General Aggregate \$1,000,000

7.10 Flood Insurance

When the machinery or equipment is located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structure, or, the maximum amount of flood insurance coverage available under the National Flood Program.

7.11 Builder's Risk (required prior to commencement of construction)

Causes of loss: All Risk-Specific Coverage Project Location

Valuation: Replacement Cost Deductible: \$2,500, All other Perils 5% maximum on Wind, Town of Miami included as an Additional Insured.

A. Limit/Value at Location or Site \$4,400,000

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B. Coverage Extensions:

- Materials, supplies and similar property owned by others for which you are responsible.
- Full coverage up to policy limits for equipment breakdown.
- Temporary storage/transit coverage.
- Full coverage up to policy limits for site preparation, re-excavation, re-preparation and re-grade in the event of a loss.
- Fences, scaffolding, construction forms coverage and signs
- Valuable papers coverage for blueprints, site plans and similar documents.
- Trees, shrubs, sod, plants while at premises.
- Flood, including inundation, rain, seepage and water damage.
- Earthquake
- Business Interruption
- Subsidence
- New ordinance or law; reimbursement for any resulting loss of value to the undamaged portion, and required demolition expenses, including construction necessary to repair, rebuild or re-construct damaged parts.
- Escalation clause in the event of a total loss up to 5% of policy limit.
- Temporary structures, cribbing and false work built or erected at construction site.
- Unintentional errors and omissions in reporting clause
- Full coverage up to policy limits for testing including physical loss caused by pneumatic and hydrostatic testing.
- Debris Removal.

7.12 Professional Liability Insurance

The Consultant shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000 per claim, combined single limits, providing for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out the services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance shall be maintained for at least one year after completion of the construction and acceptance of any project covered by this Agreement.

The above policies shall provide the Town with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change. If the initial insurance expires prior to the completion of the Work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide Town with at least thirty (30) days notice of cancellation and/or restriction.

Design-Build Firm shall furnish to the Town the Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

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The official title of the Owner is the Town of Surfside, Florida. This official title shall be used in all insurance documentation.

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

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

8. Performance and Payment Bond

Where required by the Contract Documents the Design-Build Firm shall within fifteen (15) calendar days of being notified of award, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms.

Each Bond shall be in the amount of one hundred percent (100%) of the Contract value guaranteeing to Town the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or Subcontractor, and Subconsultant employed pursuant to this Project(s). Each Bond shall be with a Surety, which is qualified pursuant to Article 9, Qualification of Surety.

Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond shall be conditioned that Design-Build Firm will, upon notification by Town, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project(s).

The Town must be listed as an Obligee

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Design-Build Firm shall ensure that the bond(s) referenced above shall be recorded in the public records and provide Town with evidence of such recording.

Alternate Form of Security:

In lieu of a Performance/Payment Bond, Design-Build Firm may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached. Such alternate forms of security shall be subject to the prior approval of Town and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by Town for one year after completion and acceptance of the Work.

9. General Requirements

The employee(s) of the Design-Build Firm shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Town or any of its departments. The Design-Build Firm agrees that the Design-Build Firm will at all times employ, maintain and assign to the performance of a Project a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

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The Design-Build Firm agrees to adjust staffing levels or to replace any staff personnel if so requested by the Project Manager, should the Project Manager make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Design-Build Firm represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The Design-Build Firm shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, clean-up, replacements, and restoration required as a result of damages caused during this construction.

The Design-Build Firm shall provide temporary facilities and controls necessary to perform the Work and to ensure safe and proper access and use of the site by the Project Manager and the Consultant.

The Design-Build Firm shall at all times cooperate with the Town, or the Consultant and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant and other agencies authorized by the Town, shall have full access to the Project(s) site(s) at all times.

The Design-Build Firm shall be responsible for the good condition of the Work or materials until formal release from his obligations under the terms of the Contract Documents.

Design-Build Firm shall bear all losses resulting to it on account of the amount or character of the Work, or the character of the ground, being different from what he anticipated.

All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and the Design-Build Firm at its own expense shall reconstruct all portions damaged.

The Design-Build Firm shall at all times conduct the Work in such manner and in such sequence as will ensure the least practicable local interference. Design-Build Firm shall not open up Work to the prejudice of Work already started, and the Project Manager may require the Design-Build Firm to finish a section on which Work is in progress before Work is started on any additional section.

10. Method of Performing the Work

When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Design-Build Firm's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.



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If the Project Manager or Consultant reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager the Design-Build Firm is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project, the Project Manager shall have the right to order the Design-Build Firm to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project(s) within the specified time. The Design-Build Firm shall immediately comply with such orders at no additional cost to the Town. (3) The Town at its sole option may also have Work performed by a third party Design-Build Firm and deduct such cost from any monies due the Design-Build Firm.

When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Design-Build Firm and any damaged curbing, grass areas, sidewalks or other areas shall be repaired at the expense of the Design-Build Firm to the satisfaction of the Project Manager and Consultant.

The Design-Build Firm shall furnish to the Project Manager a complete listing of 24-hour telephone numbers at which responsible representatives of the Design-Build Firm and all of the Design-Build Firm's Subcontractors and Subconsultants can be reached should the need arise at any time.

11. Work Staging and Phasing

The Work to be performed shall be done in such a manner so as not to interfere with the normal Town operations of the Project site or facility. The manner in which the Work is performed shall be subject to the approval of the Project Manager and Consultant, whom if necessary, shall have the authority to require changes in the manner in which the Work is performed. There shall be no obstruction of Town services without the prior written approval of the Project Manager or Consultant. All requests for such interruption or obstruction must be given in writing to the Project Manager or Consultant 24 hours in advance of the interruption of Town operations.

The Design-Build Firm shall familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager and Consultant.

A staging plan must be submitted to and approved by the Project Manager or the Consultant prior to the start of construction and issuance of the Notice to Proceed. Such staging plan shall be revised and resubmitted as necessary during construction.

12. Site Investigation and Representation

The Design-Build Firm acknowledges that it has satisfied itself as to the nature and location(s) of the Work under the Contract Documents, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on Town provided reports, the type of equipment and facilities needed preliminary to and during the performance of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

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The Design-Build Firm further acknowledges that it has satisfied itself based on any geotechnical reports the Town may provide and inspection of the Project(s) site(s) as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site and from evaluating information derived from exploratory work that may have been done by the Town or included in this Contract Documents.

Any failure by the Design-Build Firm to acquaint itself with all the provided information and information obtained by visiting the Project(s) site(s) will not relieve Design-Build Firm from responsibility for properly estimating the difficulty or cost thereof under the Contract Documents. In the event that the actual subsurface conditions vary from the actual Town provided reports the Design-Build Firm shall notify the Town and this Contract Documents amount may be adjusted up or down depending on the conditions.

13. Design-Build Firm to Check Plans, Specifications and Data

Design-Build Firm shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Project Manager, Design Criteria Professional, or Consultant as part of the Contract Documents, and shall notify the Project Manager, the Design Criteria Professional, and the Consultant of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Design-Build Firm will not be allowed to take advantage of any error, omission or discrepancy in the plans or specifications as the Design-Build Firm has sole responsibility for design and construction. Design-Build Firm is also liable for damages and/or re-works resulting from errors, omissions or discrepancies in the plans and/or specifications.

14. Design-Build Firm's Responsibility for Damages and Accidents

Design-Build Firm shall accept full responsibility for Work against all losses or damages of whatever nature sustained until Final Acceptance by Town, and shall promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

15. Accidents

The Design-Build Firm shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration. The Design-Build Firm shall also comply with the OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50. In addition, the Biscayne Design-Build Firm must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

16. Safety Precautions

Design-Build Firm shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design-Build Firm shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Project(s) site(s) and other persons who may be affected thereby;

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- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project(s) site(s); and
- Other property at the Project(s) Site(s) or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Design-Build Firm shall designate a responsible member of its organization at the Project(s) site(s) whose duty shall be the prevention of accidents. This person shall be Design-Build Firm's superintendent unless otherwise designated in writing by Design-Build Firm to Project Manager.

Design-Build Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Build Firm shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by Design-Build Firm, any Subcontractor, Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Design-Build Firm.

Design-Build Firm's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Project Manager has issued the Design-Build Firm a notice of Final Acceptance.

Design-Build Firm must adhere to the applicable environmental protection guidelines for the duration of a Project. If hazardous waste materials are used, detected or generated at any time, the Project Manager must be immediately notified of each and every occurrence. The Design-Build Firm shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida, and Florida Building Code), which bear on the performance of the Work.

The Design-Build Firm shall take the responsibility to ensure that all Work is performed using adequate safeguards, including but not limited to: proper safe rigging, safety nets, fencing, scaffolding, barricades, chain link fencing, railings, barricades, steel plates, safety lights, and ladders that are necessary for the protection of its employees, as well as the public and Town employees. All riggings and scaffolding shall be constructed with good sound materials, of adequate dimensions for their intended use, and substantially braced, tied or secured to ensure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding, platforms, equipment guards, trenching, shoring, ladders and similar actions or equipment shall be OSHA approved, as applicable, and in accordance with all federal, state and local regulations.

If an emergency condition should develop during a Project, the Design-Build Firm must immediately notify the Project Manager of each and every occurrence. The Design-Build Firm should also recommend any appropriate course(s) of action to the Project Manager.

17. Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of a Project must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

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- The chemical name and the common name of the substance.
- The hazards or other risks in the use of the substance, including:
 - o The potential for fire, explosion, corrosion, and reaction;
 - o The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
 - o The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid.
- A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

18. Labor and Materials

Unless otherwise provided herein, Design-Build Firm shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Design-Build Firm shall at all times enforce strict discipline and good order among its employees, Subcontractor, and Subconsultant at the Project(s) site(s) and shall not employ on the Project(s) any unfit person or anyone not skilled in the Work to which they are assigned. The Design-Build Firm agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

19. Rules, Regulations, and Licenses

The successful Design-Build Firm shall comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Design-Build Firm shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

20. Project Management

Where a Design-Build Firm is awarded Work, the Design-Build Firm shall be responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is

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performed in accordance with the Contract Documents. Project Management shall include, but is not limited to: obtaining bids from Subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that Subcontractors, and Subconsultants comply with all Town requirements; performing the Work in accordance with the Contract Documents to the satisfaction of the Project Manager; paying all Subcontractors and Subconsultants; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion.

21. Superintendence and Supervision

The Design-Build Firm shall keep the Contract under his own control and it shall be its responsibility to see that the Work is properly supervised and carried on faithfully and efficiently. The Design-Build Firm shall supervise the Work personally and shall have a competent, English-speaking superintendent, or representative who shall be on the site of the Project at all working hours, and who shall have full authority by the Design-Build Firm to direct the performance of the Work and make arrangements for all necessary materials, equipment, and labor without delay.

The orders of the Town are given through the Project Manager, which instructions are to be strictly and promptly followed in every case. Design-Build Firm shall keep on the Project during its progress, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to Project Manager. The superintendent shall not be changed except with the written consent of Project Manager, unless the superintendent proves to be unsatisfactory to Design-Build Firm and ceases to be in its employ. The superintendent shall represent Design-Build Firm and all directions given to the superintendent shall be as binding as if given to Design-Build Firm and will be confirmed in writing by Project Manager upon the written request of Design-Build Firm. Design-Build Firm shall give efficient supervision to the Work, using its best skill and attention. The Project Manager shall be provided telephone number(s) for the superintendent where the superintendent can be contacted during normal working hours as well as after hours for emergencies.

The Design-Build Firm's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of Work for the day; the Work being performed; materials, labor, personnel, equipment and Subcontractors and Subconsultants at the Project(s) site(s); visitors to the Project site, including representatives of the Town, Design Criteria Professional, regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of Work for the day. All information shall be recorded in the daily log in indelible ink. The daily log shall be kept on the Project(s) site(s) and shall be available at all times for inspection and copying by Project Manager.

The Project Manager, Design-Build Firm and Consultant shall meet at least every two (2) weeks or as otherwise determined by the Project Manager, during the course of the Work to review and agree upon the Work performed and outstanding issues. The Design-Build Firm shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

If Design-Build Firm, in the course of performing the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Plans, it shall be Design-Build Firm's duty to immediately inform Project Manager and Consultant, in writing, and Project Manager or Consultant, will promptly review the same. All Work performed as a result of such discovery, will be done at Design-Build Firm's sole risk.

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Design-Build Firm shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Design-Build Firm shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

22. Authority of the Project Manager

The Director hereby authorizes the Project Manager or the Consultant, within the scope of its agreement with the Town, designated in the Contract Documents to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under this Contract Documents.

The Design-Build Firm shall be bound by all determinations or orders of the Project Manager and/or Consultant and shall promptly respond to requests of the Project Manager and/or Consultant, including the withdrawal or modification of any previous order, and regardless of whether the Design-Build Firm agrees with the Project Manager's and/or Consultant's determination or requests. Where requests are made orally, the Project Manager and/or Consultant will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or Consultant shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Design-Build Firm shall be issued in writing. All instructions to the Design-Build Firm shall be issued through the Director or Project Manager or the Consultant.

The Project Manager and Consultant shall have access to the Project(s) Site(s) at all times. The Design-Build Firm shall provide safe facilities for such access so the Project Manager and Consultant may perform their functions under the Contract. The Project Manager and Consultant will make periodic visits to the Work Site to become generally familiar with the progress and quality of the Work, and to determine if the Work is proceeding in accordance with the Contract Documents.

The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Design-Build Firm's failure to carry out the Work in accordance with the Contract Documents.

The Project Manager and Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever, in his or her opinion, it is considered necessary or advisable to ensure the proper completion of the Contract Documents the Project Manager and Consultant will have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither the Project Manager's nor Consultant's authority to act under this paragraph, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager or Consultant to the Design-Build Firm, any Subcontractor, Subconsultant, supplier or any of their agents, employees, or any other person performing any of the Work.

All interpretations and recommendations of the Project Manager and Consultant shall be consistent with the intent of the Contract Documents.

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The Design Criteria Professional shall inspect the Work to determine its compliance with the DCP. The Project Manager shall notify the Design-Build Firm in writing where the Work does not comply with the DCP.

The Project Manager will not be responsible for the acts or omissions of the Design-Build Firm, any Subcontractor, Subconsultant, or any of their agents or employees, or any other persons performing any of the Work.

23. Inspection of Work

Design Criteria Professional, Inspectors, and Town shall at all times have access to the Work during normal work hours, and Design-Build Firm shall provide proper facilities for such access and for inspecting, measuring and testing.

Should the Contract Documents, Consultant/Inspector Project Manager's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Design-Build Firm shall give Project Manager and Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than Town, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of Project Manager or Consultant, it must, if required by the Project Manager or Consultant, be uncovered for examination and properly restored at Design-Build Firm's expense.

Unless otherwise provided, the Design-Build Firm shall make arrangements for such tests, inspections and approvals with the Town's testing laboratory or entity. The Design-Build Firm shall give the Town and the Consultant timely notice of when and where tests and inspections are to be made so that the Town or Consultant may be present for such procedures.

Re-examination of any of the Work may be ordered by the Project Manager or Consultant, and if so ordered, the Work must be uncovered by Design-Build Firm. If such Work is found to be in accordance with the Contract Documents, Town shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Design-Build Firm shall pay such cost.

The Design-Build Firm shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Town or separate Design-Build Firms caused by the Design-Build Firm's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager or Consultant.

The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the Design-Build Firm to any Inspector, directly or indirectly, is strictly prohibited, and any such act on the part of the Design-Build Firm will constitute a breach of this Contract.

24. Taxes



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Design-Build Firm shall pay all applicable sales, consumer, use and other taxes required by law. Design-Build Firm is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements. The parties acknowledge and agree that the Design-Build Firm may implement a "Direct Owner's Purchase Program" in order to utilize the Town's sales tax exemption for the purchase of Materials and supplies for the Project. If the Design-Build Firm implements a Direct Owner's Purchase Program, the parties agree that the monies saved shall decrease the Contract Sum but shall not (a) result in any changes to the Substantial Completion Date; and/or (b) result in any liability to the Town. Without limiting the foregoing, Design-Build Firm hereby agrees to indemnify and hold the Town harmless from any liability, claims, costs, damages, fines, fees, and expenses of any kind whatsoever including, but not limited to, attorneys' fees and costs (at both the trial and appellate levels) caused, resulting or arising from, or related to the Design-Build Firm Direct Owner's Purchase Program. If Design-Build Firm Implements a Direct Owner's Purchase Program and the State of Florida nevertheless denies such sales tax exemption, any resulting sales taxes, fines, costs, and expenses shall not be included in the Cost of the Work, and are the sole and absolute responsibility of Design-Build Firm.

25. Separate Contracts

Prior to the commencement of the Work the Project Manager will notify the Design-Build Firm of all ongoing projects or projects scheduled to commence during the Work that may require coordination. The Design-Build Firm shall be responsible for coordinating the Work with any other project to minimize any potential adverse impact. Design-Build Firm shall not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager will assist the Design-Build Firm in coordinating the Work. However, the sole responsibility for coordination rests with the Design-Build Firm.

If any part of Design-Build Firm's Work depends for proper execution or results upon the work of any other persons, Design-Build Firm shall inspect and promptly report to Project Manager and Consultant any defects in such work that render it unsuitable for such proper execution and results. Design-Build Firm's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of Design-Build Firm's Work, except as to defects which may develop in other Design-Build Firm's work after the execution of Design-Build Firm's Work.

Design-Build Firm shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other Design-Build Firm on the site. Should such interference or impact occur, Design-Build Firm shall be liable to the affected Design-Build Firm for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Design-Build Firm shall inspect the Work already in place and shall at once report to Project Manager and Consultant any discrepancy between the executed Work and the requirements of the Contract Documents.

26. Coordination of Work

The Project Site(s) may be occupied and may operate during its regular hours and days of operation. Design-Build Firm shall ensure that the performance of the Work does not impact any ongoing operations at Project(s) site(s), which also includes the delivery of any materials and

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equipment. Access to and egress from the Project Site(s) shall be coordinated with the Project Manager to minimize interference to regular and emergency operations of the facility.

During progress of Work under this Contract, it may be necessary for other contractors and persons employed by the Town to Work in or about the Project. The Town reserves the right to put such other contractors to work and to afford such access to the Project site of the Work to be performed hereunder at such times as the Town deems proper.

If this Contract requires a portion of the Work to be tied into work done under other Contract(s), it will be necessary for Design-build Firm to plan its Work and cooperate with other contractors insofar as possible to prevent any interference and delay.

The Design-build Firm shall not impede or interfere with the work of other contractors engaged in or about the Work and shall so arrange and conduct its Work that such other contractors may complete their work at the earliest date possible.

27. Differing Site Conditions

No adjustments to the Contract Time or Contract Price shall be approved due to differing site conditions as the Design-Build Firm is solely responsible for all aspects of design and construction.

28. Existing Utilities

Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Design-Build Firm only, and no responsibility is assumed by either the Town for their accuracy or completeness. No request for additional compensation or contract time resulting from encountering utilities not shown will be considered. The Design-Build Firm is responsible for locating all underground utilities. The Design-Build Firm shall explore sufficiently ahead of the Work to allow time for any necessary adjustments. The Design-Build Firm must coordinate all underground utility locations through "Sunshine State One Call of Florida, Inc", who shall be contacted a minimum of 48 hours before the Design-Build Firm commences any digging.

29. Design-Build Firm's Responsibility for Utility Properties and Service

Where the Design-Build Firm's operations could cause damage or inconvenience to railway, telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Design-Build Firm shall make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least 48 hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

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The Design-Build Firm and its Subcontractors shall be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the Town nor its officers or agents shall be responsible to the Design-Build Firm for damages as a result of the Design-Build Firm's failure to protect utilities encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Design-Build Firm may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Design-Build Firm's expense and as approved by the Project Manager or Consultant.

Replace, with material approved by the Project Manager or Consultant, at Design-Build Firm's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Design-Build Firm's expense, any existing utilities damaged during the Work

30. Interfering Structures

An attempt has been made to show major structures on the furnished Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and is presented as a guide. The Design-Build Firm shall field verify all locations. Design-Build Firm shall coordinate with any affected companies, including utility companies and take necessary precautions to prevent damage to existing structures whether on the surface, above ground, or underground, including have the owner of the interfering structures place temporary supports.

31. Field Relocation

During the process of the Work, it is expected that minor relocations of the Work may be necessary. Such relocations shall be made only by the direction of the Project Manager or Consultant at the Design-Build Firm's expense. If existing structures are encountered that will prevent construction as shown, the Design-Build Firm shall notify the Project Manager or Consultant before continuing with the Work in order that the Project Manager or Consultant may make such field revisions as necessary to avoid conflict with the existing structures. Where the Design-Build Firm fails to notify the Project Manager or Consultant when an existing structure is encountered, and proceeds with the Work despite this interference, the Design-Build Firm does so at his own risk.

32. Design-Build Firm's Use of Project Site(s)



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Limitations may be placed on the Design-Build Firm's use of the Project(s) site(s) and such limitations will be identified by the Project Manager. In addition to such limitations, the Project Manager may make storage available to the Design-Build Firm at his sole discretion based on availability of space. The Design-Build Firm shall also coordinate and schedule deliveries so as to minimize disruptions to Town day-to-day operations.

The Design-Build Firm shall limit its use of the Project site(s), so as to allow for the Town's continuous operation. This is necessary, as the Project Site(s) may remain in operation during the Work.

The Design-Build Firm shall:

- o Confine operations at the Project(s) site(s) to the areas permitted by the Project Manager; not disturb portions of the Project(s) site(s) beyond the specified areas; conform to Project(s) site(s) rules and regulations affecting the Work.
- o Keep existing driveways and entrances serving surrounding facilities clear and available to the Town, its employees and the public at all times; not use areas for parking and/or storage of materials except as authorized by the Project Manager.
- o Assume all responsibility for its tools, equipment and materials, including any materials purchased for the Work and not accepted by the Town, and its vehicles while performing Work for the Town and/or while parked or stored at a Town facility. The Town assumes no liability for damage or loss to the items specified in this paragraph.

Access to parking and egress from the Project(s) site(s) shall be subject to the approval of the Project Manager.

33. Materials and Equipment

Design-Build Firm warrants to Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of the highest quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager or Consultant, Design-Build Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

34. Manufacturer's Warranty

Design-Build Firm shall provide all manufacturers' warranties. All warranties, expressed and/or implied, shall be made available to the Town for material and equipment covered by this Contract Documents. All material and equipment furnished shall be fully guaranteed by the Design-Build Firm against factory defects and workmanship. At no expense to the Town, the Design-Build Firm shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Acceptance of the Project(s).



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35. Submittals

Design-Build Firm shall check and approve all shop drawing, samples, product data, schedule of values, and any and all other submittals to make sure they comply with the Contract Documents prior to submission to the Project Manager or Consultant.

Design-Build Firm by approving and submitting any submittals, represents that they have verified the accuracy of the submittals, and they have verified all of the submittal information and documentation with the requirements of the Contract Documents. At time of submission the

Design-Build Firm shall advise the Project Manager and Consultant in writing of any deviations from the Contract Documents. Failure of the Design-Build Firm to advise the Project Manager or Consultant of any deviations shall make the Design-Build Firm solely responsible for any costs incurred to correct, add or modify any portion of the Work to comply with the Contract Documents.

Each shop drawing submittal shall contain a title block containing the following information:

- Number and title of drawing, including Contract title and Number
- Date of drawing and revisions
- Name of Design-Build Firm and Subcontractors, (if any) submitting drawings
- Name of Project, Building or Facility
- Specification Section title and number
- Design-Build Firm's Stamp of approval, signed by the Design-Build Firm or his checker
- Space above the title block for Project Manager or Consultant's action stamp
- Submittal or re-submittal number (whether first, second, third, etc.)
- Date of submittal

Design-Build Firm shall sign, in the proper block, each sheet of shop drawing and data and each sample label to certify compliance with the requirements of the Contract Documents. Shop drawing submitted without the stamp and signature shall be rejected and it will be considered that the Design-Build Firm has not complied with the requirements of the Contract Documents. Design-Build Firm shall bear the risk of any delays that may occur as a result of such rejection.

Town shall not be liable for any materials, fabrication of products or Work commenced that requires submittals until the Project Manager or Consultant has returned approved submittals to the Design-Build Firm.

Project Manager shall make every effort to review submittals within seven (7) calendar days from the date of receipt by the Project Manager. Project Manager's review shall only be for conformance with design concepts and the information provided in the Contract Documents. The approval of a separate item shall not constitute approval of an assembly in which the item

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functions. The Project Manager or Consultant shall return the shop drawings to the Design-Build Firm for their use and distribution.

Acceptance of any submittal shall not relieve the Design-Build Firm of any responsibility for any deviations from the requirements of the Contract Documents unless the Design-Build Firm has given written notice to the Project Manager of the specific deviations and the Project Manager has issued written approval of such deviations.

By approving and submitting Shop Drawings, Product Data and Samples, the Design-Build Firm represents that all materials, field measurements and field construction criteria related thereto have been verified, checked and coordinated with the requirements of the Work and have been verified, checked and coordinated with this Contract Documents.

Design-Build Firm shall be responsible for the distribution of all shop drawings, copies of product data and samples, which bear the Project Manager's or Consultant's stamp of approval. Distribution shall include, but not be limited to: job site file, record documents file, Sub-Design-Build Firm, suppliers, and other affected parties or entities that require the information.

The Design-Build Firm shall also provide copies of all plans approved and permitted by the required governing authorities.

The Design-Build Firm shall not be relieved of responsibility for errors or omissions in any and all submittals by the Project Manager's or Consultant's acceptance thereof. The Design-Build Firm warrants the adequacy for the purpose intended of any shop drawings or portion of a shop drawing that alters, modifies or adds to the requirements of the Contract Documents. Nothing in the Project Manager's or Consultant's review of Shop Drawings, Submittals and Samples shall be construed as authorizing additional work or increased cost to the Town.

36. Shop Drawings, Working Drawings and Samples

The Design-Build Firm shall submit to the Project Manager for acceptance, if any, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples as are included in the Design Documents prepared by the Design-Build Firm, or in the DCP.

SHOP DRAWINGS: The term "Shop Drawings" shall be construed to mean Design-Build Firm's plans for material and equipment, which becomes an integral part of the Project. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, wiring and control diagrams, material and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material.

Shop drawings shall be prepared in a manner and sufficient detail to enable the Town and the Design Criteria Professional to determine compliance with all stated Design Criteria requirements or Design Documents.

Drawings and schedules shall be checked and coordinated with the work of all trades involved before they are submitted for review by the Town and the Design Criteria Professional and shall bear the Design-Build Firm's stamp of review and acceptance as evidence of such checking and coordination.



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If drawings show variation from Contract requirements because of standard shop practice or for other reasons, the Design-Build Firm shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Design-Build Firm fails to describe such variations, he shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such drawings have been reviewed.

DESIGN-BUILD FIRM 'S RESPONSIBILITY - The Design-Build Firm shall:

1. Check all drawings, data and samples prepared by or for the firm before submitting them to the Project Manager for review;
2. Stamp each data Submittal with "Design-Build Firm's Stamp" indicating that they have been checked. Shop drawings submitted to the Project Manager without the "Design-Build Firm's Stamp" will be returned for nonconformance with this requirement;
3. Determine and verify field measurements and construction criteria;
4. Determine and verify specific catalog numbers and similar data (other catalog or manufacturer's data not pertinent to the Submittal shall be crossed or marked out).
5. Determine and verify general conformance with Design Criteria.
6. Not begin any work covered by a shop drawing returned for correction until a revision or correction thereof has been reviewed, accepted and returned to the Design-Build Firm by the Project Manager or Design Criteria Professional. The Design-Build Firm shall be responsible for and bear all costs for damages which may result from the ordering of any material or from proceeding with any part of the work prior to the review and acceptance by the Town of the necessary shop drawings;
7. Carry out the construction in accordance with shop drawings as returned by the Town or Design Criteria Professional with no exceptions or as noted and shall make no further changes therein except upon written instruction from the Engineer;
8. Submit to the Project Manager all shop drawings, samples and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking, and appropriate action;
9. List exceptions to the Design Criteria taken by the Design-Build Firm in the letter of Shop Drawing Transmittal to the Project Manager.

TOWN'S RESPONSIBILITY - The Town shall:

1. Review shop drawings, data, and samples submitted by the Design-Build Firm to interpret the work depicted on such Submittal to be in general conformance with the design concept and in general compliance with the Contract requirements.

Town's and Design Criteria Professional's review and comments, if any, constitutes a limited, conditional or qualified permission to use such materials, equipment or methods and does not constitute an acceptance of dimensions, quantities, details of the material, equipment, device or item submitted.

2. Review and return shop drawing submittals within 30 calendar days of receipt.

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3. Reject and return shop drawings to the Design-Build Firm without action (Stamped "REJECTED") or review with the following applicable notation:
- a. "Design-Build Firm's Stamp required - Incomplete Review by Design-Build Firm ", or
 - b. "Submittal Not Required by Design Criteria", or
 - c. "Submittal Incomplete - See Section _____", or
 - d. "Contract Variation Not Noted in Transmittal".

SUBMITTAL PROCEDURES:

Preliminary Shop Drawing Data: Within 14 days after the Award of the Contract the Design-Build Firm shall submit to the Project Manager a complete listing of manufacturers for all items for which shop drawings are to be submitted.

Shop Drawing Submittal Schedule: Within 20 days after the Notice to Proceed, the Design-Build Firm shall submit to the Project Manager a complete schedule of shop drawing submittals fixing the respective dates for submission, the beginning of manufacture, testing, and installation of materials, supplies and equipment, noting those submittals critical to the progress schedule.

Submittal Log: An accurate updated log of submittals maintained by the Design-Build Firm and subject to review by the Town and Design Criteria Professional at each scheduled progress meeting.

When reviewed by the Town and Design Criteria Professional, each of the shop drawings will be identified as having received such review, being so stamped and dated. Shop drawings stamped "REJECTED" will be returned to the Design-Build Firm for correction and re-submittal with the required correction indicated on the shop drawing or listed on a "Shop Drawing Review sheet".

If submitted drawings or schedules show a departure or variation from the Contract Requirements which are in the interest of the Town and to be so minor as not to involve a change in Contract Price or time for performance, the Town and Design Criteria Professional may return the reviewed drawings without noting an exception.

If the Design-Build Firm considers any correction indicated on the drawings to constitute a change to the Design Criteria, the Design-Build Firm shall give written notice thereof to the Project Manager. This does not constitute a change order until accepted by the Town.

Re-submittals will be handled in the same manner as first submittals. On re-submittals, the Design-Build Firm shall direct specific attention on the transmittal and on re-submitted shop drawings to revisions other than the corrections requested by the Project Manager and/or Design Criteria Professional on previous submissions. The Design-Build Firm shall make any corrections required by the Project Manager and/or Design Criteria Professional.

The Project Manager and Design Criteria Professional will review a Submittal/re-submittal a maximum of two (2) times after which the cost of review will be borne by the Design-Build Firm at the Project Manager and Design Criteria Professional's standard hourly rate. No partial

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submittals will be reviewed. Submittals not complete will be returned to the Design-Build Firm, and will be considered "Rejected" until properly resubmitted.

Design-Build Firm shall submit a minimum of six (5) sets, plus additional sets as required by his Subcontractors, of each shop drawing Submittal for review.

If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

The minimum size for shop drawings shall be 11" X 17". Each shop drawing shall be clear, thoroughly detailed and shall have listed on it all Contract Documents references, drawing number(s), specification section number(s) and the shop drawing numbers of related work. Shop drawings must be complete in every detail, including location of the Work. Materials, gauges, methods of fastening and spacing of fastenings, connections with other work, cutting, fitting, drilling and any and all other necessary information per standard trade practices or as required for any specific purpose shall be shown.

Where professional calculations and/or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager is entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Design-Build Firm. Calculations, when required, shall be submitted in a neat clear and easy format to follow.

Design-Build Firm shall keep one set of Shop Drawings marked with Project Manager's and/or Consultant's approval at the job site at all times.

37. Product Data

Design-Build Firm shall submit four (4) copies of product data, warranty information and operating and maintenance manuals in the same manner as shop drawing submittals. Each copy must be marked to identify applicable products, models, options and other data. Design-Build Firm shall supplement manufacturer's standard data to provide information unique to the Work.

Design-Build Firm shall only submit pages that are pertinent. Submittals shall be marked to identify pertinent products, with references to the specifications and the Contract Documents. Identify reference standards, performance characteristics and capacities, wiring and piping diagrams and controls, component parts, finishes, dimensions and required clearances.

Design-Build Firm shall submit a draft of all product data, warranty information and operating and maintenance manuals at 50% completion of construction.

38. Record Set

Design-Build Firm shall maintain in a safe place at the Project(s) site(s) a copy of the Contract, one record copy and one permit set of the Contract documents, including, but not limited to, all Drawings, Specifications, accepted shop drawings, amendments, Change Orders, RFIs, and Field Directives, field and performance test records, construction progress schedules, as well as all written interpretations and clarifications issued by the Project Manager or Consultant, in good order and annotated to show all changes made during construction. The record documents shall

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be continuously updated by Design-Build Firm throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Design-Build Firm shall certify the accuracy of the updated record documents.

As a condition precedent to Town's obligation to pay Design-Build Firm, the Design-Build Firm shall provide evidence, satisfactory to the Project Manager that Design-Build Firm is fulfilling its obligation to continuously update the record documents. All buried items, outside the Project(s) site(s), shall be accurately located on the record documents as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The record documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record documents shall be available to the Town for reference. Upon completion of the Work and as a condition precedent to Design-Build Firm's entitlement to final payment, the record documents shall be delivered to the Project Manager by the Design-Build Firm. The Record Set of Drawing shall be submitted in both hard copy and as electronic plot and .dwg files.

39. Supplemental Drawings and Instructions

The Project Manager or Consultant shall have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Documents Price or the Contract Documents Time.

Project Manager or Consultant shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Contract Documents. In case of disagreement between the written and graphic portions of the Contract Documents, the written portion shall govern.

40. Design-Build Firm Furnished Drawings

A Contract Documents may require the Design-Build Firm to furnish design, shop and/or as-built drawings depending on the nature and scope of the Work to be performed. The following applies to the different types of drawings.

The Project Manager and/or Consultant shall, after review of the drawings, initial and mark the drawings in one of the following manners:

1. ACCEPTED - No correction required.
2. PROCEED AS CORRECTED - Minor changes or corrections identified. Work can proceed subject to re-submittal and acceptance of the drawings.
3. REVISE AND RESUBMIT- Significant changes or corrections are recommended. Submittal must be revised and resubmitted for acceptance prior to Work proceeding.
4. REJECTED - Not in accordance with the Contract and/or Contract Documents due to excessive changes or corrections or other justifiable reason. Drawings must be corrected and resubmitted prior to any Work being performed. Revisions required by the permitting



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jurisdiction must also be reviewed and accepted by the Project Manager or Consultant prior to resubmission to the permitting agency.

Acceptance by the Town shall not relieve the Design-Build Firm from responsibility for errors and omissions in the drawings.

41. Interpretation of Drawings and Documents

Drawings and specifications are intended to be consistent, be mutually explanatory, and should be used together and not separately. During the performance of the Project(s), should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and/or specifications and the Design-Build Firm agrees to abide by the Project Manager's or Consultant's interpretation and perform the Work in accordance with the decision of the Project Manager or the Consultant. In such event, the Design-Build Firm will be held to have included in its Contract Price the best materials suitable for the purpose and/or methods of construction.

42. Product and Material Testing

All tests will be performed by the Town, except where otherwise specifically stated in the specifications or drawings. All costs for testing performed by the Town shall be at Biscayne the Town's expense, except where the product or material does not pass the testing. In such instances the Design-Build Firm shall reimburse the Town for each re-test conducted by the Town. Where the specifications or drawings require testing by the Design-Build Firm such testing shall be performed at the expense of the Design-Build Firm and in accordance with any stated requirements.

43. Intentionally Omitted

44. Field Directives

The Project Manager or Consultant may at times issue field directives based on visits to the Project(s) Site(s). Such Field Directives shall be issued in writing and the Design-Build Firm shall be required to comply with the directive. Where the Design-Build Firm believes that the directive is outside the scope of the Work, the Design-Build Firm shall, within 48 hours, notify the Project Manager that the work is outside the scope of the Work. At that time the Field Directive may be rescinded or the Design-Build Firm may be required to submit a request for a change to the Contract. Where the Design-Build Firm is notified of the Town's position that the Work is within the scope and the Design-Build Firm disagrees, the Design-Build Firm shall notify the Project Manager that the Design-Build Firm reserves the right to make a claim for the time and monies based on the Field Directive. At no time shall the Design-Build Firm refuse to comply with the directive. Failure to comply with the directive may result in a determination that the Design-Build Firm is in default of the Contract.

45. Changes in the Work or Contract Documents

Without invalidating the Contract Documents and without notice to any Surety, Town reserves and shall have the right, from time to time to make such increases, decreases or other changes

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in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete fully and acceptably the proposed construction of a Project in a satisfactory manner. Any extra or additional Work within the scope of the Project(s) must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto. This section shall not prohibit the issuance of Change Orders executed only by Town.

46. Continuing the Work

Design-Build Firm shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract time for completion. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

47. Change Orders

Changes in the quantity or character of the Work within the scope of the Project(s) which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Town. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Town reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to the Director as set forth in Article 78, Resolution of Disputes. During the pendency of the dispute, and upon receipt of a Change Order approved by Town, Design-Build Firm shall promptly proceed with the change in the Work involved and advise the Project Manager, and Director in writing within seven (7) calendar days of Design-Build Firm's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

On approval of any Contract change increasing the Contract Price, Design-Build Firm shall ensure that the performance bond and payment bond (if applicable) are increased so that each reflects the total Contract Price as increased.

Under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents. Any such changes will be known as Extra Work.

No Extra Work shall be performed except pursuant to written orders of the Project Manager expressly and unmistakably indicating his/her intention to treat the Work described therein as Extra Work. In the absence of such an order, the Project Manager may direct, order or require

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the Design-Build Firm to perform any Work including that which the Design-Build Firm deems to be Extra Work. The Design-Build Firm shall nevertheless comply and shall promptly and in no event after, begin the performance thereof or incur cost attributable thereto and give written notice to the Project Manager stating why he deems such Work (hereinafter "Disputed Work") to be Extra Work. Said notice is for the purposes of (1) affording an opportunity to the Project Manager to cancel such order, direction or requirements promptly; (2) affording an opportunity to the Project Manager to keep an accurate record of materials, labor and other items involved; and (3) affording an opportunity to the Town to take such action as it may deem advisable in light of such disputed Work.

48. Change Order Procedure

Extra Work shall result in an equitable adjustment (increase or decrease) to the Contract representing the reasonable cost or the reasonable financial savings related to the change in Work. Extra Work may also result in an equitable adjustment in the Contract schedule for performance for both the Extra Work and any other Work affected by the Extra Work.

Only the Town is permitted to initiate Extra Work. The Town shall initiate the Extra Work procedure by a notice to Design-Build Firm outlining the proposed Extra Work. Upon receipt of the notice to proceed with the Extra Work, the Design-Build Firm is required to immediately start the Extra Work. The Design-Build Firm is required to obtain permission for an extension to start the Extra Work if it is beyond the Design-Build Firm's ability to start within the allotted timeframe.

The Design-Build Firm is required to provide the Project Manager with a detailed Change Proposal Request which shall include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Design-Build Firm is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Design-Build Firm submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Design-Build Firm's Change Proposal Request. The Design-Build Firm's Change Proposal Request must include any schedule revisions and an explanation of the cost and schedule impact of the Extra Work on the Project(s). If the Design-Build Firm fails to notify the Project Manager of the schedule changes associated with the Extra Work, it will be deemed to be an acknowledgment by Design-Build Firm that the proposed Extra Work will not have any scheduling consequences. The Design-Build Firm agrees the Change Proposal Request will in no event include a combined profit and overhead rate in excess of fifteen (15%) percent of the direct labor and material costs, unless the Project Manager determines that the complexity and risk of the Extra Work is such that an additional factor is appropriate. The Change Proposal Request may be accepted or modified by negotiations between the Design-Build Firm and the Town. If an agreement on the Extra Work is reached, both parties shall execute the Extra Work order in writing via a Change Order. The execution by the Design-Build Firm of the Change Order shall serve as a release of the Town from all claims and liability to the Design-Build Firm relating to, or in connection with, the Extra Work, including any impact, and any prior acts, neglect or default of the Town relating to the Extra Work.

Upon execution of a change order that affects the Contract Time the Design-Build Firm shall, within five (5) business days submit a revised Project schedule reflecting the changes against the baseline schedule.

49. No Oral Changes

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Except to the extent expressly set forth in the Contract, no change in or modification, termination or discharge of the Contract or, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the parties charged, therewith or their duly authorized representative.

50. Value of Change Order Work

The value of any Work covered by a Change Proposal Request or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- Where the Work involved is covered by unit prices contained in the Contract, by application of unit prices to the quantities of items involved.
- By mutual acceptance of a lump sum which Design-Build Firm and Project Manager acknowledge contains a component for overhead and profit.
- On the basis of the "cost of Work," determined as provided in this, plus a Design-Build Firm's fee for overhead and profit which is determined as provided in this Article.
- The term "cost of Work" means the sum of all direct costs necessarily incurred and paid by Design-Build Firm in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by the Project Manager, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in herein.

Payroll costs for employees in the direct employ of Design-Build Firm in the performance of the Work described in the Change Proposal Request under schedules of job classifications agreed upon by Project Manager and Design-Build Firm. Payroll costs for employees not employed full time on the Work covered by the Change Proposal Request shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Town.

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Design-Build Firm unless Town deposits funds with Design-Build Firm with which to make payments, in which case the cash discounts shall accrue to Town. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Town and Design-Build Firm shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Design-Build Firm or others in accordance with rental agreements approved by Town with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

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If required by the Town, Design-Build Firm shall obtain competitive bids for the Change Order Work. Design-Build Firm shall deliver such competitive bids to the Town who will determine which bids will be accepted. If the Subcontractor is to be paid on the basis of cost of the Work plus a fee, the Subcontractor's cost of the Work shall be determined in the same manner as Design-Build Firm's cost of the Work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

The Town shall pay the Design-Build Firm for Design-Build Firm performance of its obligations hereunder a Contract Sum for the Work. "Contract Sum" or "Contract Price" means the Cost of the Work plus the Design-Build Firm's Fee for the Work. It is the intent and agreement of the parties that the Contract Sum for the Work shall be lump sum. The term "Cost of the Work" shall mean those actual costs necessarily incurred and paid or payable by the Design-Build Firm in connection with the proper performance of all the Work including the Work excluding those items set forth below and shall include the following items

The term "cost of the Work" shall include any of the following:

- Cost of special consultants, including, but not limited to, consultants, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the Work described in the Change Order.
- Supplemental costs including the following:
- The proportion of necessary transportation, travel and subsistence expenses of Design-Build Firm's employees incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.
- Cost, including reasonable transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and less market value of such items used but not consumed which remains the property of Design-Build Firm.
- Sales, use, or similar taxes related to the Work, and for which Design-Build Firm is liable, imposed by any governmental authority.
- Deposits lost for causes other than Design-Build Firm's negligence; royalty payments and fees for permits and licenses.
- The cost of utilities, fuel and sanitary facilities at the site.
- Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- Cost of premiums for additional bonds and insurance required because of Extra Work.

Any cost not specified above shall be submitted to the Town for review and approval, which shall not be unreasonably withheld provided such is reasonably necessary for the performance of the Work.

The term "Cost of the Work" shall **not** include any of the following:

- Payroll costs and other compensation of Design-Build Firm's officers, executives, principals (of partnership and sole proprietorships), general managers, consultants, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, data processors, insurance and tax personnel, clerks and other personnel employed by Design-Build Firm whether at the site or in its principal or a branch office for general administration of

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the Work and not specifically included in the agreed-upon schedule of job classifications., all of which are to be considered administrative costs covered by Design-Build Firm's fee.

- Expenses of Design-Build Firm's principal and branch offices other than Design-Build Firm's office at the site.
- Any part of Design-Build Firm's capital expenses, including interest on Design-Build Firm's capital employed for the Work and charges against Design-Build Firm for delinquent payments.
- Cost of premiums for all Bonds and for all insurance whether or not Design-Build Firm is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of Extra Work.
- Costs due to the negligence or neglect of Design-Build Firm, any Subcontractor, Subconsultant, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in this Article
- Amounts required to be paid by the Design-Build Firm for federal, state or local income or franchise taxes.
- Costs in excess of the lump sum, except as otherwise set forth herein.
- Entertainment and meal expenses and charges of a personal nature.
- Travel charges unless approved in advance of trip in writing by Town. If travel is authorized the charges are to be billed as a separate line item listing employee name, purpose of trip, dates traveled and the daily cost of individual items for which reimbursement is sought.
- Bonuses, profit-sharing or other special labor charges unless approved in writing by Owner prior to being incurred.
- any legal fees and accounting fees.
- All losses resulting from lost, damaged, or stolen tools and/or equipment.

Design-Build Firm's fee allowed to Design-Build Firm for overhead and profit shall be determined as follows:

- A mutually acceptable fixed fee or if none can be agreed upon,
- A fee based on the following percentages of the various portions of the cost of the Work:
- Where the Design-Build Firm self-performs the Work, Design-Build Firm's fee shall not exceed ten percent (10%).
- Where a Subcontractor performs the Work, Design-Build Firm's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the Work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and



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- No fee shall be payable for special consultants or supplemental costs.

The amount of credit to be allowed by Design-Build Firm to Town for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, Design-Build Firm shall not be entitled to claim lost profits for any Work not performed.

Whenever the cost of any Work is to be determined pursuant to this Article, Design-Build Firm will submit in a form acceptable to Project Manager an itemized cost breakdown together with the supporting data.

Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Design-Build Firm shall submit an initial cost estimate acceptable to the Project Manager.

- Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
- Whenever a change involves Design-Build Firm and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Design-Build Firm and each Subcontractor shall be itemized separately.
- Each Change Order must state within the body of the Change Proposal Request whether it is based upon unit price, negotiated lump sum, or "cost of the Work."

51. Extra Work Directive

If the parties fail to reach agreement with respect to the proposed Extra Work, or in case or extenuating circumstances, the Town may nevertheless issue a directive to the Design-Build Firm to do the proposed Extra Work. Immediately upon receipt of the Extra Work Directive, the Design-Build Firm shall be obligated to proceed with the Work set forth in that directive.

Except as provided below, the Design-Build Firm shall be entitled to initiate a dispute pursuant to the Article 88, Resolution of Disputes, by furnishing a written statement to the Project Manager within five (5) days of the Extra Work Directive, based upon any aspect, of Biscayne such Extra Work which the Design-Build Firm disputes. Such dispute must relate to specific matters raised or specific matters reserved by the Design-Build Firm in its proposal and have not been resolved prior to the issuance of the Extra Work Directive. The written statement must set forth all details of the Design-Build Firm's claim including the manner that the disputed item was specified in the Design-Build Firm's proposal. During the pendency of any dispute hereunder, the Design-Build Firm must proceed with Work as set forth in the Extra Work Directive unless otherwise advised by the Project Manager's written instructions. In the event there is a dispute as to price, the Design-Build Firm will be paid in accordance with the following paragraph. This payment(s) will be in full satisfaction of the Design-Build Firm's claim for an adjustment to the value of the Contract.

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Compensation for Extra Work in the event of the parties inability to agree upon a mutually satisfactory price shall be as follows:

No payment will be made to the Design-Build Firm for Extra Work in excess of "Actual and Necessary Cost" which is to say time and materials plus a mark-up not to exceed 10%. This will not vary, whether the Extra Work is performed by the Design-Build Firm or his Subcontractor. Any exceptions must be approved by the Project Manager.

"Actual and Necessary Net Cost" shall be deemed to include the actual and necessary cost of the Extra Work for (i) labor, which includes wages, payroll deductions, if any, made by the Design-Build Firm as employer pursuant to bona fide collective bargaining labor agreements applicable to the Work; (ii) contributions to the State Unemployment Insurance Law, (iii) excise taxes pursuant to Federal Social Security Act; (iv) any increases in public liability and property damage insurance or performance and payment bonds occasioned solely by the Extra Work, (v) the actual and necessary operating expenses (except the expense of supplies and small tools not operated by mechanical or electrical power), power for such plant and a reasonable rental for the same (including small power tools), as determined by the Project Manager; and (vi) any additional materials necessary for the performance of the Extra Work.

In case any Work or materials shall be required to be done or furnished under the provisions of this Article, the Design-Build Firm shall at the end of each day furnish to the Town such documentation as the Town may require supporting all the costs of the Extra Work. If payments on account are desired as the Extra Work progresses, the Design-Build Firm shall render an itemized statement showing the total amount expended for each class of labor and for each kind of material on account of each item of Work as a condition precedent to the inclusion of such payment in a partial estimate. Upon the request of the Town, the Design-Build Firm shall produce for audit by the Town, books, vouchers, collective bargaining labor agreements, records or other documents showing the actual cost for labor and materials. Such documents shall not be binding on the Town. The Project Manager shall determine any questions or dispute as to the correct cost of such labor or materials or plant.

In case the Design-Build Firm is ordered to perform Work under this Article, which in the opinion of the Project Manager, it is impracticable to have performed by the Design-Build Firm's own employees, the Design-Build Firm will, subject to the approval of the Project Manager, be paid the actual cost to Design-Build Firm of such Work, and in addition thereto five (5%) percent to cover the Design-Build Firm's superintendence, administration and other overhead expenses. Payment of any amount under this Article shall be subject to subsequent audit and approval, disapproval, modification or revision by representatives of the Town.

52. As-Built Drawings

During the Work, Design-Build Firm shall maintain records of all deviations from the Drawings and Specifications as approved by the Project Manager and prepare As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Design-Build Firm to check the As-Built Drawings for errors and omissions prior to submittal to the Town and certify in writing that the As-Built Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.



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Legibly mark to record actual construction: On-site structures and site Work as follows:

- Depths of various elements of foundation in relation to finish first floor datum.
- All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc.
- Changes in location: Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
- Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
- Field changes in dimensions and details.
- Changes made by Project Manager's or Consultant's written instructions or by Change Order.
- Details not on original Contract Drawings.
- Equipment, conduit, electrical panel locations.
- Project Manager's or Consultant's schedule changes according to Design-Build Firm's records and shop drawings.

Specifications and Addenda: Legibly mark each section to record:

- Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
- Changes made by Project Manager's or Consultant's written instructions or by Change Order.

Approved Shop Drawings: Provide record copies for each process equipment, piping, electrical system and instrumentation system.

As-built documents shall be updated monthly as a condition precedent to payment.

For construction of new building or building additions as-built drawings signed and sealed by a Florida licensed Registered Land Surveyor.

53. Worker's Identification

The Design-Build Firm's employees, who include any Subcontractor, and/or Subconsultant, shall wear an identification card provided by the Design-Build Firm. The identification card shall bear the employee's picture, name, title and name of the employer. Failure by a Design-Build Firm's employee to wear such identification may result in his removal from the Work until such time as the identification card is obtained and worn. Such removal shall not act as a basis for the Design-Build Firm to submit a claim for an extension of time.

54. Removal of Unsatisfactory Personnel

The Town may make written request to the Design-Build Firm for the prompt removal and replacement of any personnel employed or retained by the Design-Build Firm, or any or Sub-Design-Build Firm engaged by the Design-Build Firm to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Design-Build Firm shall respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The

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Town shall make the final determination as to the removal of unsatisfactory personnel from Work assigned by Town. The Design-Build Firm agrees that the removal of any of its employees does not require the termination or demotion of employee(s).

55. Substantial Completion and Punch List

The Work shall be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material and/or substantial variations from the Contract Documents and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Design-Build Firm shall sign the Substantial Completion Inspection Form. The signing of this form shall not relieve the Design-Build Firm from its obligation to complete the Project.

When the Design-Build Firm believes that the Work is substantially complete, the Design-Build Firm shall request in writing that the Project Manager inspect the Work to determine if Substantial Completion has been achieved. No request for Substantial Completion inspection is to be submitted until the Design-Build Firm has obtained a Certificate(s) of Occupancy, Certificate of Completion or Completion or a Temporary Certificate of Occupancy or any other approvals from agencies having jurisdiction over the Work.

The request for Substantial Completion Inspection shall include a written certification that:

- DCP has been reviewed.
- Work has been inspected by the Design-Build Firm for compliance with the Design Criteria.
- Work has been completed in accordance with the Design Criteria
- Equipment and systems have been tested in the presence of the Project Manager and/or other Town representatives and are operational.
- Work is completed and ready for Substantial Completion inspection.

The Project Manager shall schedule the date and time for any inspection and notify the Design-Build Firm and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work shall be identified on this form and shall be known as Punch List Work. The inadvertent omission of any item from the Punch List shall not relieve the Design-Build Firm from its obligations as detailed in the DCP and the Contract. The Punch List shall be signed by the Project Manager, and the Design-Build Firm confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Design-Build Firm to sign the Project Substantial Completion Inspection Form or Punch List shall not relieve the Design-Build Firm from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town

Where the Punch List is limited to minor omissions and defects, the Project Manager shall indicate that the Work is substantially complete subject to completion of the Punch List. Where the Project Manager determines, on the appropriate form that the Work is not substantially complete, the Project Manager shall provide a list of all open items necessary to achieve Substantial Completion. Upon completion of such Work, the Design-Build Firm shall request another Substantial Completion inspection.

The Project Manager and the Design-Build Firm shall agree on the time reasonably required to complete all remaining Work included in the Punch List.



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The Town will prepare a Certificate of Substantial Completion in the form which shall establish the Date of Substantial Completion. Once substantial completion is achieved the Town shall be responsible for security, maintenance, heat, utilities, damage to the Project site, and insurance; and shall list all Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion. The failure to include any items of corrective Work on such list does not alter the responsibility of Design-Build Firm to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Final Acceptance completion of the Work or designated portion thereof unless otherwise provided in the Contract Documents.

56. Acceptance and Final Payment

Upon receipt of written notice from Design-Build Firm that the Work is ready for final inspection and acceptance, Project Manager and/or Consultant shall, within ten (10) calendar days, make an inspection thereof. If Project Manager and/or Consultant find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment shall be issued by Project Manager, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Design-Build Firm shall deliver to the Project Manager a final release of all liens arising out of the Contract Documents, receipts in full in lieu thereof; an affidavit certifying that all suppliers, Subconsultants, and Subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Design-Build Firm shall deliver the written Design-Build Firm's and all Manufacturer's warranties prior to issuance of the Final Certificate for Payment.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Design-Build Firm, and Project Manager so certifies, Town shall, upon such certification, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

The acceptance of final payment shall constitute a waiver of all claims by Design-Build Firm, except those previously made in strict accordance with the provisions of the Contract and identified by Design-Build Firm as unsettled at the time of the application for final payment.

Upon the receipt of all documentation, resolution of any outstanding issues and issuance of final payment, the Project Manager shall notify the Design-Build Firm in writing of the closeout of the Project.

57. NDPES Requirements

Design-Build Firm shall comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP shall be included in the Bid prices. For further information on compliance requirements for NPDES and SWPPP r visit the State of Florida website at

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<http://www.dep.state.fl.us/water/stormwater/npdes/>. Design-Build Firm is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

58. Force Majeure

Should any failure to perform on the part of Design-Build Firm be due to a condition of force majeure as that term is interpreted under Florida law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Design-Build Firm is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Design-Build Firm shall request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Design-Build Firm for extra compensation unless additional services are required. **Does Not Include** inclement weather except as permitted by Florida law and may not include the acts or omissions of Subcontractors.

59. Extension of Time

Any reference in this section to the Design-Build Firm shall be deemed to include materialmen, suppliers, laborers and permitted Subconsultants and Subcontractors, whether or not in privity of contract with the Design-Build Firm for the purpose of this article.

If the Design-Build Firm is delayed at any time during the progress of the Work beyond the Contract Time and/or Notice to Proceed (NTP) by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract shall be extended by the Town subject to the following conditions:

- The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Design-Build Firm by reasonable investigation before proceeding with the Work;
- The Design-Build Firm demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

Note: A delay meeting all the conditions of the above, shall be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Design-Build Firm in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Design-Build Firm acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Design-Build Firm.

The request for an Excusable Delay shall be made within five (5) calendar days after the time when the Design-Build Firm knows or should have known of any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and



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expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Design-Build Firm to furnish such additional information or documentation, as the Project Manager shall reasonably deem necessary or helpful in considering the requested extension.

The Design-Build Firm shall not be entitled to an extension of time unless the Design-Build Firm affirmatively demonstrates that it is entitled to such extension.

The Project Manager shall endeavor to review and respond to the Design-Build Firm's request for Excusable Delays in a reasonable period of time; however, the Design-Build Firm shall be obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Design-Build Firm agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Design-Build Firm shall promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same shall have been granted. The Town shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction shall be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

The permitting of the Design-Build Firm to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Design-Build Firm, the issuance of any Change Order, shall not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Design-Build Firm in default.

60. Notification of Claim

Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Design-Build Firm to the Project Manager within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Project Manager allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by Design-Build Firm's written notarized statement that the adjustment claimed is the entire adjustment to which the Design-Build Firm has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Time or Contract Price shall be determined by the Project Manager in accordance with Article 63, Design-Build Firm's Damages for Delay hereof, if Town and Design-Build Firm cannot otherwise agree. It is expressly and specifically agreed that any and all claims for changes to the Contract time or Contract price shall be waived if not submitted in strict accordance with the requirements of this Article.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Design-Build Firm if a claim is made therefore as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate Design-Build Firm employed by Town, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

61. Extension of Time not Cumulative

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In case the Design-Build Firm shall be delayed for any period of time by two or more of the causes mentioned in Article 63, Excusable, Delays, the Design-Build Firm shall not be entitled to a separate extension for each one of the causes; only one period of extension shall be granted for the delay.

62. Design-Build Firm's Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against Town by reason of any delays except as provided herein. Design-Build Firm shall not be entitled to an increase in the Contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Design-Build Firm for actual delays due solely to fraud, bad faith or active interference on the part of Town or its Design Criteria Professional. Otherwise, Design-Build Firm shall be entitled only to extensions of the Contract Time for completion of the Work as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

Except as may be otherwise specifically provided for in the Contract Documents, the Design-Build Firm agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives (whether it is an Excusable Delay or otherwise) and the Design-Build Firm agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work. In this regard, the Design-Build Firm alone hereby specifically assumes the risk of such delays, including without limitation: delays in processing or approving shop drawings, samples or other submittals or the failure to render determinations, approvals, replies, inspections or tests of the Work, in a timely manner. Design-Build Firm shall not receive monetary compensation for Town delay. Time extensions may be authorized by the Town in certain situations.

63. Excusable Delay, Non-Compensable

Excusable Delay is (i) caused by circumstances beyond the control of Design-Build Firm, its Subcontractors, Subconsultants, suppliers and vendors, and is also caused by circumstances beyond the control of the Town or Consultant, or (ii) is caused jointly or concurrently by Design-Build Firm or its Subcontractors, Subconsultants, suppliers or vendors and by the Town or Design Criteria Professional. Then Design-Build Firm shall be entitled only to a time extension and no compensation for the delay.

Design-Build Firm is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Design-Build Firm shall document its claim for any time extension as provided in Article 67, Notification of Claim, hereof.

Failure of Design-Build Firm to comply with Article 60, Notification of Claim hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

64. Acceptance of Defective or Non-Conforming Work



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The Town, in its sole discretion, may elect in writing to accept defective or non-conforming Work instead of requiring its removal and correction. In such instances, a Change Order will be issued to reflect an appropriate reduction in the Contract sum, or, if the amount is determined after final payment, any difference in the amount shall be paid to the Town by the Design-Build Firm.

65. Correction of Work

Project Manager or Consultant shall have the authority to reject or disapprove Work which Project Manager or Consultant finds to be defective. If required the Design-Build Firm shall promptly correct all Work rejected by the Project Manager or Consultant as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Design-Build Firm shall bear all direct, indirect and consequential cost of removing and/or correcting such rejected Work, including the cost of the Town's additional services thereby made necessary.

The Design-Build Firm further agrees that after being notified in writing by the Project Manager of any Work not in accordance with the requirements of the Contract Documents or any defects in the Work, the Design-Build Firm will commence and prosecute with due diligence all Work necessary to fulfill the terms of the Contract and to complete the Work within a reasonable period of time, as determined by the Project Manager, and in the event of failure to so comply, the Design-Build Firm does hereby authorize the Town to proceed to have such Work done at the Design-Build Firm's expense and that the Design-Build Firm will pay the cost thereof upon demand. The Town shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Design-Build Firm's refusal to pay the above costs. Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of personnel, property, or licensees, the Town may undertake, at the Design-Build Firm's expense, without prior notice, all Work necessary to correct such hazardous condition when it was caused by Work of the Design-Build Firm not being in accordance with the requirements of the Contract.

If, within one (1) year after the date of final completion of the Project or within such longer period of time as may be prescribed by law, by the Contract Documents, or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Design-Build Firm shall correct it promptly after receipt of a written notice from the Town to do so. The Town shall give such notice promptly after discovery of the condition.

Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate Town to final acceptance.

66. Maintenance of Traffic and Public Streets

Scope of Work

The Design-Build Firm shall be responsible for the maintenance of public streets and traffic control necessary to perform the Work under the Contract Documents. The cost of traffic control shall be included in the Design-Build Firm's Bid.

Regulations

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As used herein, any reference to Miami-Dade County, its departments, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over particular areas or streets, or their departments, published regulations (i.e., Manual of Uniform Traffic Control Devices (MUTCD), FDOT Roadway and Bridge Standard Index Drawing Book), permits or data. The Design-Build Firm shall abide by all applicable laws, regulations, and codes thereof pertaining to Maintenance of Traffic (MOT) on public streets, detour of traffic, traffic control and other provisions as may be required for this Project.

Maintenance of Traffic (MOT)

- The Design-Build Firm shall be fully responsible for the MOT on public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, throughout the Project, as required by the Manual of Uniform Traffic Control Devices (MUTCD), and FDOT Roadway and Bridge Standard Index drawing Book. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the previous noted standards. No street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval. If required by the Project Manager, Traffic Division or FDOT or as otherwise authorized by the Project Manager or Consultant, the Design-Build Firm shall make arrangements for the employment of uniformed off-duty policemen to maintain and regulate the flow of traffic through the work area. The number of men required and the number of hours on duty necessary for the maintenance and regulation of traffic flow shall be provided by the Town of Miami Police Department.
- The Design-Build Firm shall provide all barricades with warning lights, necessary arrow boards and signs, to warn motorists of the Work throughout the Project. Adequate approved devices shall be erected and maintained by the Design-Build Firm to detour traffic.
- Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Design-Build Firm shall provide necessary access to all adjacent property during construction.
- The Design-Build Firm shall be responsible for the provision, installation and maintenance of all MOT and safety devices, in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and FDOT Roadway and Bridge Standards index drawing book. In addition, the Design-Build Firm shall be responsible for providing the Project Manager with MOT plans for lane closures and/or detours for approval. These plans (sketches) shall be produced, signed and sealed by a professional Engineer registered in the State of Florida, employed by the Design-Build Firm and certified under FDOT Procedure NPIL No. 625-010-010.
- Where excavations are to be made in the vicinity of signalized intersections, attention is directed to the fact that vehicle loop detectors may have been embedded in the pavement. Verify these locations by inspecting the site of the Work and by contacting the Sunshine State One-Call Center (1-800-432-4770), 48 hours prior to any excavation. Any loop detector which is damaged, whether shown on the Plans or not, shall be repaired or replaced to the satisfaction of the Miami Dade County Signs and Signal Division (305-592-3470).



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- Where applicable, the Design-Build Firm shall notify the Traffic Division 24 hours in advance of the construction date or 48 hours in advance of construction within any signalized intersection.
- Temporary pavement will be required over all cuts in pavement areas, and also where traffic is to be routed over swale or median areas. When the temporary pavement for routing traffic is no longer necessary, it shall be removed and the swale or median areas restored to their previous condition.
- Pavement markings damaged during construction shall be remarked, as required by the Traffic Division.

Maintenance of Traffic for Bypass Pumping

- The Design-Build Firm shall take appropriate steps to ensure that all temporary pumps, piping and hoses are protected from vehicular traffic and pedestrian traffic.

Lane Closures

- Where construction of the Project shall involve lane closures public streets, the following shall apply:
 - Lane closures require a Lane Closure Permit, obtained two weeks prior to planned construction, with a minimum 24-hour prior notice to local police and emergency departments. Lane closures of a one day or less duration will generally not be approved for major collector streets or for arterial streets during the hours of 7am to 9am and 4pm to 6pm weekdays.

66. Location and Damage to Existing Facilities, Equipment or Utilities

As far as possible, all existing utility lines in the Project(s) area(s) will be shown on the plans. However, Town does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Design-Build Firm's responsibility to field verify all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the Design-Build Firm because of discrepancies in actual and plan location of utilities, and damages suffered as a result thereof.

The Design-Build Firm shall notify each utility company involved at least fourteen (14) calendar days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Design-Build Firm shall be paid by the Design-Build Firm. All charges by utility companies for temporary support of its utilities shall be paid for by the Design-Build Firm. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Design-Build Firm for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

The Design-Build Firm shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The Design-Build Firm shall

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coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Design-Build Firm for any loss of time or delay.

All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The Town reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Design-Build Firm. All such repairs made by the Design-Build Firm are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

67. Stop Work Order

The Town may, at any time, by written order to the Design-Build Firm, require the Design-Build Firm to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Design-Build Firm, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Design-Build Firm, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 88, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Design-Build Firm shall resume the Work without compensation to the Design-Build Firm for such suspension other than extending the time for Substantial Completion to the extent that, in the opinion of the Project Manager, the Design-Build Firm may have been delayed by such suspension. In the event the Project Manager or Consultant determines that the suspension of Work was necessary due to Design-Build Firm's defective or incorrect Work, unsafe Work conditions caused by the Design-Build Firm or any other reason caused by Design-Build Firm's fault or omission, the Design-Build Firm shall not be entitled to an extension of time as a result of the issuance of a Stop Work Order.

68. Hurricane Preparedness

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Design-Build Firm, at no cost to the Town, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the Project Manager has given notice of same.

Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Design-Build Firm to additional Contract time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

69. Use of Completed Portions

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Town shall have the right, at its sole option, to take possession of and use any completed or partially completed portions of the Project(s). Such possession and use shall not be deemed an acceptance or beneficial use or occupancy of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, Design-Build Firm shall be entitled to reasonable extra compensation, or reasonable extension of time or both, as determined by Project Manager.

In the event Town takes possession of any completed or partially completed portions of the Project, the following shall occur:

- Town shall give notice to Design-Build Firm in writing at least thirty (30) calendar days prior to Town's intended occupancy of a designated area.
- Design-Build Firm shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion from Project Manager.
- Upon Project Manager's issuance of a Certificate of Substantial Completion, Town will assume full responsibility for maintenance, utilities, subsequent damages of Town and public, adjustment of insurance coverages and start of warranty for the occupied area.
- Design-Build Firm shall complete all items noted on the Certificate of Substantial Completion within the time specified by Project Manager on the Certificate of Substantial Completion, as specified in the Punch List and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Project Manager shall issue a Certificate of Final Payment relative to the occupied area.
- If Town finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by Town and Design-Build Firm and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Design-Build Firm and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

70. Cleaning Up; Town's Right to Clean Up

Design-Build Firm shall at all time keep the premises free from accumulation of waste materials or rubbish caused by its operations. During construction, the Design-Build Firm shall sprinkle with water, sweep and use other means to eliminate dust annoyance to adjacent properties. At the completion of a Project(s), Design-Build Firm shall remove all its waste materials and rubbish from and about the Project(s) as well as its tools, construction equipment, machinery and surplus materials. If Design-Build Firm fails to clean up during the prosecution of the Work or at the completion of the Work, Town may do so and the cost thereof shall be charged to Design-Build Firm. If a dispute arises between Design-Build Firm and separate Design-Build Firms as to their responsibility for cleaning up, Town may clean up and charge the cost thereof to the Design-Build Firms responsible therefore as the Project Manager and/or Consultant shall determine to be just. All combustible waste materials shall be removed from the Project(s) at the

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end of each day. Cleaning operations should be controlled to limit dust and other particles adhering to existing surfaces.

71. Removal of Equipment

In case of termination of this Contract before completion for any cause whatsoever, Design-Build Firm, if notified to do so by Town, shall promptly remove any part or all of Design-Build Firm's equipment and supplies from the property of Town. If the Design-Build Firm does not comply with Town's order, the Town shall have the right to remove such equipment and supplies at the expense of Design-Build Firm.

72. Set-offs, Withholdings, and Deductions

The Town may set-off, deduct or withhold from any payment due the Design-Build Firm, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Design-Build Firm to the Town.

The Town shall notify the Design-Build Firm in writing of any such withholdings. Any withholding which is ultimately held to have been wrongful, shall be paid to the Design-Build Firm in accordance with the Local Government Prompt Payment Act.

73. Event of Default

An event of default shall mean a breach of the Contract or by the Design-Build Firm. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not limited to, the following:

- The Design-Build Firm has not performed the Work in a timely manner;
- The Design-Build Firm has refused or failed, except in case for which an extension of time is provided, to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Design-Build Firm has failed to make prompt payment to Consultant, Subcontractor, Subconsultant or suppliers for any services or materials they have provided;
- The Design-Build Firm has become insolvent or has assigned the proceeds received for the benefit of the Design-Build Firm's creditors, or the Design-Build Firm has taken advantage of any insolvency statute or debtor/creditor law or if the Design-Build Firm's affairs have been put in the hands of a receiver;
- The Design-Build Firm has failed to obtain the approval of the Town where required by the Contract;
- The Design-Build Firm has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Design-Build Firm's ability to perform the Work, the Town shall notify the Design-Build Firm in writing that it must, within the time frame set forth in the Town's request, provide adequate assurances and a plan of action to the Town, in writing, of the Design-Build Firm's ability to perform in accordance with the terms of the Contract Documents.



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In the event that the Design-Build Firm fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:

- Treat such failure as a repudiation of the Contract and/or;
- Resort to any remedy for breach provided herein or by law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.
- In the event the Town may, at its sole discretion terminate the Contract for default, the Town or its designated representatives may immediately take possession of all applicable documentation and data.
- Where the Town erroneously terminates the Contract or for default, the terminations shall be converted to a Termination for Convenience, and the Design-Build Firm shall have no further recourse of any nature for wrongful termination.

74. Notice of Default-Opportunity to Cure

In the event that the Town determines that the Design-Build Firm is in default of their obligations under the Contract, the Town may at its sole discretion notify the Design-Build Firm, specifying the basis for such default, and advising the Design-Build Firm that such default must be cured within a specified time frame or the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another Design-Build Firm and any such costs incurred will be deducted from any sums due the Design-Build Firm under any contract with the Town.

75. Termination for Default

If Design-Build Firm fails to comply with any term or condition of the Contract Documents, or fails to perform any of its obligations hereunder, then Design-Build Firm shall be in default. Upon the occurrence of a default hereunder which is not cured within the time specified to cure the default if one has been granted by the Town, the Director in addition to all remedies available to it by law, may immediately, upon written notice to Design-Build Firm, terminate this Contract whereupon any advances for which Work has not been performed, paid by the Town to Design-Build Firm while Design-Build Firm was in default shall be immediately returned to the Town. The Director may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved. Design-Build Firm understands and agrees that termination of this Contract under this Article shall not release Design-Build Firm from any obligation accruing prior to the effective date of termination. Upon Termination for Default and the Town fully satisfying all of its obligations under this Contract the Town shall have full use of the Work Product in connection with the Town's completion and occupancy of the Project.

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- Design-Build Firm fails to obtain the insurance or bonding herein required by the Contract.

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- Design-Build Firm fails to comply with any of its duties under the Contract Documents, with any terms or conditions set forth in this Contract, beyond any specified period allowed to cure such default.
- Design-Build Firm fails to commence the Work within the timeframes provided or contemplated herein, or fails to complete the Work in a timely manner as required by the Contract.

Where it has been determined that the Design-Build Firm has been erroneously terminated under this Article, such termination shall be deemed to have been occurred under Article 77, Termination for Convenience. The Town in its sole discretion may terminate the Contract without providing the Design-Build Firm a written notice to cure.

76. Remedies in the Event of Termination for Default

If a Termination for Default occurs, the Design-Build Firm and the bond provider, if applicable) shall be notified of the effective date of the termination and shall be liable for all damages resulting from the default, including but not limited to re-procurement costs and other direct damages

The Design-Build Firm shall stop Work as of the date of notification of the termination and immediately remove all labor, equipment and materials (not owned or paid for by the Town) from the Work Site. The Town assumes no liability for the Design-Build Firm's failure to remove such items from the Project(s) site(s) as required.

The Design-Build Firm shall also remain liable for any liabilities and claims related to the Design-Build Firm's default.

As an alternative to termination, the Town may bring suit or proceedings for specific performance or for an injunction

77. Termination for Convenience

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Design-Build Firm. Such Written Notice shall state the date upon which Design-Build Firm shall cease all Work under the Contract and vacate the Project(s) site(s).

The Design-Build Firm shall, upon receipt of such notice, unless otherwise directed by the Town:

Stop all Work on the Project(s) on the date specified in the notice ("the Effective Date");

Take such action as may be necessary for the protection and preservation of the Town's materials and property;

Cancel all cancelable orders for materials and equipment;

Assign to the Town and deliver to the site, or any other location specified by the Project Manager, any non-cancelable orders for materials and equipment that can not otherwise be used except for Work under the Contract and have been specifically fabricated for the sole purpose of the Work and not incorporated in the Work;

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Take no action that shall increase the amounts payable by the Town under the Contract Documents; and

Take reasonable measures to mitigate the Town's liability under the Contract Documents.

All charts, sketches, studies, drawings, reports and other documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Design-Build Firm until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Design-Build Firm:

For the actual cost or the fair and reasonable value, whichever is less, of (1) the portion of the Project(s) completed in accordance with the Contract through the completion date, and (2) non-cancelable material(s) and equipment that is not of any use to the Town except in the performance of the Contract, and has been specifically fabricated for the sole purpose of the Contract but not incorporated in the Work; and

To the extent practical, the fair and reasonable value shall be based on the price established as a result of the Contract. In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract.

The amount due hereunder may be offset by all payments made to the Design-Build Firm.

All payments pursuant to this Article shall be accepted by the Design-Build Firm in full satisfaction of all claims against the Town arising out of the termination including, Further, the Town may deduct or set off against any sums due and payable under this Article any claims it may have against the Design-Build Firm.

Design-Build Firm shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

All payments made under the Contract are subject to audit

Upon the Town's payment in full of the amounts due the Design-Build Firm under this Article, the Design-Build Firm grants the Town full use of the Work and any Work Product to complete the Project and subsequently occupy the Project.

78. Resolution of Disputes

Design-Build Firm understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

The initial step shall be for the Design-Build Firm to notify the Project Manager in writing of the claim or dispute and submit a copy to the Town of Miami personnel identified in Article 4, Notices.

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Should the Design-Build Firm and the Project Manager fail to resolve the dispute the Design-Build Firm shall submit their dispute in writing, with all supporting documentation, to the Public Works Director, as identified in Article 4, Notices. Upon receipt of said notification the Director shall review the issues relative to the claim or dispute and issue a written finding.

Should the Design-Build Firm and the Director fail to resolve the dispute the Design-Build Firm shall submit their dispute in writing within five (5) calendar days to the Director. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Design-Build Firm. Upon receipt of said notification the Director shall review the issues relative to the claim or dispute and issue a written finding.

Design-Build Firm must submit any further appeal in writing within five (5) calendar days to the Town Manager. Failure to submit such appeal of the written finding shall constitute acceptance of the finding by the Design-Build Firm. Appeal to the Town Manager for his/her resolution, is required prior to Design-Build Firm being entitled to seek judicial relief in connection therewith. Should the amount of compensation hereunder exceed \$100,000, the Town Manager's decision shall be approved or disapproved by the Town Commission. Design-Build Firm shall not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Commission if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Commission for approval; or
- (iii) Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

79. Mediation-Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the construction of a Project(s), and/or following the completion of the Project(s), the parties to this Contract agree all unresolved disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any

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Mediation Proceedings in Miami-Dade County, State of Florida. The parties will share the costs of a certified Mediator on a 50/50 basis. The Design-Build Firm agrees to include such similar contract provisions with all Sub-Design-Build Firms retained for the Work, thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Contract.

80. Town May Avail Itself of All Remedies

The Town may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the Town. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy. The Town's rights and remedies as set forth in the Contract Documents are not exclusive and are in addition to any other rights and remedies in law or in equity.

81. Permits, Licenses and Impact Fees

All permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by Design-Build Firm pursuant to the Contract Documents shall be secured and paid for by Design-Build Firm. It is Design-Build Firm's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project(s) for whom a Certificate of Competency is required. Impact fees levied by the Town and/or Miami-Dade County shall be paid by Design-Build Firm. Design-Build Firm shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Design-Build Firm in no event shall include profit or overhead of Design-Build Firm.

82. Compliance with Applicable Laws

The Design-Build Firm shall comply with all applicable laws, regulations, building and construction codes of the Federal government, the State of Florida, the County, and the Town.

The attention of the Design-Build Firm is directed to the requirements of the Florida Building Code and the Codes of Miami-Dade County and the Town of Surfside, Florida, governing the qualifications for Design-Build Firm and Subcontractors doing business anywhere in the Town.

83. Independent Design-Build Firm

The Design-Build Firm is engaged as an independent business and agrees to perform Work as an independent Design-Build Firm. In accordance with the status of an independent Design-Build Firm, the Design-Build Firm covenants and agrees that the Design-Build Firm will conduct business in a manner consistent with that status, that the Design-Build Firm will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

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The Design-Build Firm's staff shall not be employees of the Town, and the Design-Build Firm alone shall be responsible for their Work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Contract shall impose any liability or duty on the Town on account of the Design-Build Firm's acts, omissions, liabilities or obligations of those of any person, firm, company, agency association, corporation, or organization engaged by the Design-Build Firm as a Subcontractors, Subconsultants, expert, consultant, independent Design-Build Firms, specialist, trainee, employee, servant or agent or for taxes of any nature, including, but not limited to: unemployment insurance; worker's compensation and anti-discrimination, or workplace legislation of any kind. The Design-Build Firm hereby agrees to indemnify and hold harmless the Town against any such liabilities, even if they arise from actions directed or taken by the Town.

84. Third Party Beneficiaries

Neither Design-Build Firm nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

85. Successors and Assigns

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Design-Build Firm without the written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Design-Build Firm, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

Any transference without Town approval shall be cause for the Town to nullify this Contract. Any assignment without the Town's consent shall be null and void. The Design-Build Firm shall have no recourse from such cancellation. The Town may require bonding, security, certified financial statements and tax returns from any proposed assignee and the execution of an assignment/ assumption agreement in a form satisfactory to the Town Attorney as a condition precedent to considering approval of an assignment.

The Design-Build Firm and the Town each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Contract and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Contract.

86. Materiality and Waiver of Breach

Town and Design-Build Firm agree that each requirement, duty, and obligation set forth in this Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof.

Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a

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provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

87. Severability

In the event the any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

88. Applicable Law and Venue of Litigation

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

89. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Town Manager, Director or designee.

90. Entire Contract

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Design-Build Firm and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

91. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act

Design-Build Firm shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. Design-Build Firm shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by Town, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Design-Build Firm shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Design-Build Firm's decisions regarding the delivery of services under the Contract Documents shall be made without regard to or consideration of race, age, religion, color, gender, sexual

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orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

92. Royalties and Patents

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

93. Continuation of the Work

Any Work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Town and the involved Design-Build Firm, continue until completion at the same prices, terms and conditions.

94. Review of Records

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Design-Build Firm which relate in any way to the Project(s), and to any claim for additional compensation made by Design-Build Firm, and to conduct an audit of the financial and accounting records of Design-Build Firm which relate to a Project(s) and to any claim for additional compensation made by Design-Build Firm including but not limited to all payroll records, invoices for materials, and books of accounts. Such records shall conform to Generally Accepted Accounting Principles requirements (GAAP), and shall only address those transactions related to the Contract.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with such statute. Otherwise Design-Build Firm shall retain and make available to Town all such books and records and accounts, financial or otherwise, which relate to the Project(s) and to any claim for a period of five (5) years following Final Completion of the Project(s).

The Design-Build Firm agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

Design-Build Firms shall develop the proper forms and reports acceptable to the Town for the administration and management of the Contract Documents.

95. No Interest

Any monies not paid by Town when claimed to be due to Design-Build Firm under the Contract Documents, including, but not limited to, any and all claims for damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of Section 218.74(4), Florida Statutes as such relates to the payment of interest, shall apply to valid and proper invoices.

96. Payments Related to Guaranteed Obligations

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The Town may withhold from any payments to be made such sums as may reasonably be necessary to ensure completion of the Project(s) with respect to defective Work, equipment or materials which may be identified by the Project Manager.

The Town may deduct from any payment due the Design-Build Firm an amount equal to its cost incurred on account of the Design-Build Firm's failure to fully perform its obligations under the Contract.

The Project Manager, prior to withholding or deducting any monies hereunder, shall give the Design-Build Firm notice of the defective Work, equipment or material and the basis for the withholding or deduction.

Upon the Project Manager's determination that the Design-Build Firm has fulfilled its obligations, the Town will pay the Design-Build Firm any monies owed, subject to Design-Build Firm's submission of, or compliance with, any remaining documentation or obligation, as the case may be, in accordance with the Contract Documents

97. Consent of Town Required for Subletting or Assignment

If the Design-Build Firm assigns, transfers, sublets or otherwise disposes of the Contract or its right, title or interest in or to the same or any part thereof, in whole or in part, without the previous consent in writing of the Town, such action shall be an Event of Default. Nothing herein shall either restrict the right of the Design-Build Firm to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Design-Build Firm for the benefit of its creditors, made pursuant to applicable law.

98. Agreement Limiting Time in Which to Bring Action Against the Town

In the event the Design-Build Firm may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Design-Build Firm against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if final payment has not been issued within six (6) months of substantial completion of the Work or upon any claim relating to monies required to be retained for any period after the issuance of the said certificate, unless such action is commenced within six (6) months after such monies become due and payable under the terms of the Contract Documents, or if the Contract is terminated or declared abandoned under the provisions of the Contract unless such action is commenced within six (6) months after the date of such termination or declaration of abandonment by the Town.

99. Defense of Claims

Should any claim be made or any legal action brought in any way relating hereto or to the Work hereunder, except as expressly provided herein, the Design-Build Firm shall diligently render to the Town, after additional compensation is mutually agreed upon, any and all assistance which the Town may require of the Design-Build Firm.

100. Contingency Clause

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Funding for this Contract is contingent on the availability of funds and continued authorization for program activities and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

101. Mutual Obligations

This document, change order, field directive, and written clarifications issued under the Contract, and the Design-Build Firm's submittals, shall constitute the Contract Documents between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by their duly authorized representatives.

Nothing in the Contract shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Contract Documents imposes an indemnity obligation on the Design-Build Firm, the Town, may at its expense, elect to participate in the defense of the claim if the Town should so choose. Furthermore, the Town may, at its own expense, defend or settle any such claim if the Design-Build Firm fails to diligently defend such claim, and thereafter seek indemnity for such cost from the Design-Build Firm.

102. Contract Extension

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the original Contract period. In such event, the Town will notify the Design-Build Firms in writing of such extensions.

103. Non-Exclusivity

It is the intent of the Town to enter into a Contract with all Successful Proposer(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any Design-Build Firm, or perform the Work with its own employees.

104. Nature of the Contract

The Design-Build Firm shall provide the services set forth in the Contract Documents. The Design-Build Firm shall provide full and prompt cooperation with the Town in all aspects of the Work to be performed.

The Design-Build Firm acknowledges that the Contract Documents require the performance of all things necessary for or incidental to the effective management and performance of a Project(s). All things not expressly mentioned in the Contract Documents, but necessary to carrying out its intent are required by the Contract Documents, and the Design-Build Firm shall perform the same as though they were specifically mentioned, described and delineated. The Design-Build Firm shall furnish all labor, materials, tools, supplies and other items required for the completion of the Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

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105. Contract Documents Contains all Terms

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

106. Applicable Law and Venue of Litigation

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

107. Survival

The parties acknowledge that any of the obligations in the Contract Documents will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Design-Build Firm and the Town under the Contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration thereof.

108. Joint Preparation

Preparation of this Contract has been a joint effort of the Town and Design-Build Firm and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

110. Nondisclosure

To the extent allowed by law, Design-Build Firm agrees not to divulge, furnish or make available to any third person, firm or organization, without Director or designee's prior written consent, or unless incident to the proper performance of the Design-Build Firm's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Design-Build Firm hereunder, and Design-Build Firm shall require all of its employees, agents, Subconsultants and Subcontractors to comply with the provisions of this paragraph.

Section 2 - Supplemental Terms and Conditions

In the event of any conflict between the terms of the Agreement and these Supplemental Terms and Conditions, these Supplemental Terms and Conditions shall control.

1. Scope of Work

The Scope of Work consists of providing design and construction services for the 222 95th Street parking lot improvements and expansion. This includes, but is not limited to, constructing a surface parking lot in the undeveloped lot directly north and adjacent to the aforementioned parking lot (9450 Collins Avenue). The design and construction project shall join the developed



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to the existing lot and maximize the number of parking spaces in so doing. Improvements to the existing parking will be included.

Design-Build Firm shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Build Firm, or procured from qualified, independent licensed design consultants, the necessary design services, including architectural, engineering and other professional services, for the preparation of the required drawings, specifications and other submittals to permit Design-Build Firm to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Town and any design or other consultants under contract to the Design-Build Firm.

2. Design Criteria Package Review

The Work shall be performed in accordance with the DCP. The Design-Build Firm shall verify and review the DCP and shall notify the Project Manager and Consultant, in writing, of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies and/or to provide written notice of discovered errors, conflicts or discrepancies shall not relieve the Design-Build Firm of full responsibility for unsatisfactory Work, faulty construction or improper operation resulting therefrom, or from rectifying such conditions at his own expense.

All schedules are given for the convenience of the Design-Build Firm and are not guaranteed to be complete. The Design-Build Firm shall assume all responsibility for the making of estimates of the size, kind, and quantity of materials and equipment included in the Work to be done under this Contract as well as all time estimates for sequencing and completing the Work.

The apparent silence of the DCP as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the DCP shall be made upon that basis.

3. LEED Certification

The intent is to design and construct a Project that promotes environmental quality, economic vitality and creates an environment that provides the highest level possible of operational efficiency. This should be accomplished through energy, water, and materials efficiency that provides a healthy, safe, and user-friendly parking environment with long-term benefits.

4. Contract Time

The Design-Build Firm shall furnish all labor, materials, equipment, tools, services, and incidentals to complete all Work required by the Design Criteria at a rate of progress that will ensure completion of the Work within the Contract Time.

Design-Build Firm shall have ninety (90) calendar days to achieve Substantial Completion from the date of the Notice to Proceed is issued. Design-Build Firm shall have an additional sixty (30) calendar days for Final Completion of the Contract. The Work shall commence within ten (10) calendar days of Design-Build Firm's receipt of the Notice to Proceed unless the parties mutually agree otherwise in writing.

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5. Contract Price

The Town shall pay the Design-Build Firm for Design-Build Firm's performance of its obligations hereunder a Contract Sum for the Work. It is the intent and agreement of the parties that the Contract Sum for the Work shall not exceed a lump sum of ~~eighty eight thousand two hundred~~ *six* 00/100 dollars (\$ 83226.00), as well as additions and deductions by Change Order for Extra Work as provided in this Agreement. The Design-Build Firm acknowledges and agrees that the Contract Sum shall be the maximum amount the Town shall be required to pay for the Work subject to additions and deductions by Change Order for Extra Work as provided in this Agreement. Notwithstanding the foregoing, during the course of the Work, if new statutes, codes, or regulations are enacted and/or existing statutes, codes, or regulations are amended (collectively, "Statutory Changes") and such Statutory Changes result in an increase or decrease to the Cost of the Work, the Contract Sum for the Construction Work shall be increased or decreased by a Change Order to reflect the actual increased or decreased cost of the Work relative to such Statutory Changes. The foregoing shall not apply to (a) any changes in the Work necessary due to the failure of Design-Build Firm to comply with applicable statutes, codes or regulations in effect prior to the establishment of the Contract Sum and (b) any Statutory Changes that do not result in an increase or decrease in the Cost of the Work. Payment to the Design-Build Firm shall be made in accordance with Section 6 below.

6. Progress Payments

Design-Build Firm may make application for payment for Work completed during the Project(s) at intervals of not more than once a month or upon completion and Final Acceptance of the Work. All applications shall be submitted in triplicate and the Design-Build Firm shall only use the Town's Payment Application Form. Where the time frame for completion of the Work is less than or equal to one month or a Schedule of Values is not required, the Design-Build Firm shall submit the appropriate documentation as defined below. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated progress schedule as required by Section 9 of the Supplemental Terms and Conditions and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager or Consultant. Each application for payment shall be submitted in triplicate for approval. Town shall make payment to Design-Build Firm within thirty (30) days after approval of Design-Build Firm's application for payment.

The request for payment shall show a complete breakdown of (a) the Cost of the Work for all requested costs for permitting, engineering and construction of the Project components including all labor and materials, (b) the actual portion of the Work completed and the amount due, (c) the share of the Contract Sum allocated to that portion of the Work as set forth in Schedule of Values, (d) in the case of Work, the percentage of the Design-Build Firm's Fee attributable to the actual portion of the Construction Work completed, (e) an itemization of all disbursements to Consultant, Subconsultants and Subcontractors, materialmen, vendors and miscellaneous suppliers and shall be accompanied by originals of vendors' original invoices, certified payrolls and payroll registers (when requested by the Town's Project Manager) or a schedule of values and labor burden, original payment requests of Consultant, Subconsultants, Subcontractors, vendors and miscellaneous suppliers, and other original data and documentation satisfactory to the Town substantiating actual expenditures, and (f) such supporting evidence as may be required by Town including, but not limited to, the documents set forth below, all in a form and substance acceptable to the Town and the Town Attorney. The

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request for payment shall constitute a representation to the Town that (i) the Work have progressed to the point indicated, (ii) the quality of the Work is in accordance with the Design Documents, and (iii) all monies previously reimbursed by the Town to the Design-Build Firm have been disbursed to the appropriate Consultant, Subconsultants, Subcontractors, materialmen, vendors and miscellaneous suppliers based upon the prior request for payment. Provided that the Design-Build Firm submits all required documentation as required herein, Town shall tender all payments to the Contractor within thirty (30) calendar days of receipt of the request for payment less any retainage and minus amounts, if any, for which Town has withheld funds pursuant to its rights under any portion of the Contract Documents. Inadequately supported charges are subject to disallowance, however, Town will make payments of the balance of the request for payment when such amounts are approved. The request for payment shall also include the cost of materials not incorporated in the Work, but delivered and suitably stored at the Project location or at some other location approved by Town.

Design-Build Firm shall use the sums paid to it pursuant to this Agreement solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the Work in accordance with the Design Documents, Change Orders, and addenda and payment of bills incurred by the Design-Build Firm in performance of the Work. With the submission of each request for payment the Design-Build Firm shall furnish to the Town a Certificate of Design-Build Firm & Partial Waiver of Lien on the statutory form and a certified statement accounting for the disbursement of funds received from Town. Such statement shall itemize all disbursements to Consultant, Subconsultants, Subcontractors, materialman, and vendors, and if required by Town, shall be accompanied by copies of subcontract payment vouchers, vendors' invoices, payrolls and other data substantiating actual expenditures, as well as a Certificate of Subcontractor Firm & Partial Waiver of Lien, from each Subcontractor, material man, or vendor, on the statutory form. As a condition precedent to the receipt of Final Payment, all such parties shall submit a full and final waiver and release of mechanic's lien rights for all sums due under their respective Subcontractor contracts, purchase orders or other agreements. However, no provision hereof shall be construed to require Town to see to the proper disposition or application of the monies so advanced to the Design-Build Firm.

Ten percent (10%) of all monies earned by Design-Build Firm shall be retained by Town until Final Acceptance by the Town. Any interest earned on retainage shall accrue to the benefit of Town. All requests for retainage reduction shall be in writing in a separate stand alone document.

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- Defective Work not remedied.
- Claims filed or reasonable evidence indicating probable filing of claims by other parties against Design-Build Firm or Town because of Design-Build Firm's performance.
- Failure of Design-Build Firm to make payments properly to Subcontractor, Subconsultant, or for material or labor.
- Damage to another Design-Build Firm not remedied.
- Liquidated damages and costs incurred by Town and/or Consultant for extended construction administration.
- Failure of Design-Build Firm to provide any and all documents required by the Contract Documents.

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The Town will pay, and the Design-Build Firm shall accept as full compensation for the Work, the sums specified in the Design-Build Firm's submittal to the Contract Documents, as accepted by the Town.

Design-Build Firm may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location. Where a payment request is made for materials or equipment not incorporated in the Project(s), but delivered and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment shall be conditioned upon submission by the Design-Build Firm of paid invoices and an executed Material Purchased/Stored On-Premises form to establish the Town's title to such materials or equipment, or otherwise protect the Town's interest, including applicable insurance in the name of Town and transportation to the site.

Design-Build Firm retains sole liability to replace such stored materials or equipment as a result of damage or loss for any reason

Requests for payment that do not include the updated Project Schedule and reports will not be processed for payment.

7. Liquidated Damages

The Design-Build Firm is obligated and guarantees to complete the Project in the time set forth in the Contract Documents or any approved extension of time the Design-Build Firm shall pay to the Town liquidated damages as follows. In the event of a delay in completion beyond the timeframe set forth in the Contract Documents for Substantial Completion the Design-Build Firm shall pay to the Town for each and every calendar day of unexcused delay, the sum of two hundred and fifty dollars (\$250.00) per calendar day, which is hereby agreed upon not as a penalty but as liquidated damages. In the event of a delay in completion beyond the timeframe set forth in the Contract Documents for Final Completion the Design-Build Firm shall pay to the Town for each and every calendar day of unexcused delay, the sum of two hundred and fifty dollars (\$250.00) per calendar day, which is hereby agreed upon not as a penalty but as liquidated damages. The Design-Build Firm will be notified of any approved exceptions or extensions. The total amount of liquidated damages shall not exceed the value of the applicable Contract Documents.

The Town shall have the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Design-Build Firm under any contract the Design-Build Firm has with the Town. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the Town, the Design-Build Firm shall pay the difference upon demand by the Town. Should the Design-Build Firm fail to compensate the Town for any liquidated damages, the Town shall consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

8. Schedule of Values

The Design-Build Firm must submit three copies of a Schedule of Values, which must be submitted within ten (10) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Design-Build Firm's overhead and profit should be as separate line items. Each line item shall be identified with the number and title of the major specification section or major components of the items. The Project Manager or Consultant may require further breakdown

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after review of the Design-Build Firm's submittal The Town reserves the right to require such information from the Design-Build Firm as may be necessary to determine the accuracy of the Schedule of Values. The combined total value for mobilization under the Schedules of Values shall not exceed 5% of the value of the Contract.

The approved schedule of values shall be updated through the submittal of the Town's Design-Build Firm Payment Application Form.

9. Project Schedules

Design-Build Firm shall submit a proposed design-build Project schedule, with any sub-schedules of related activities that are essential to its progress, within seven (7) working days of the Notice of Award and such submittal shall be subject to the Project Manager and Consultant's review, comment, and acceptance. Subsequent to such review of said schedule the Design-Build Firm shall establish said schedule as the baseline schedule.

All Project Schedules shall be prepared in Microsoft Project 2003 or earlier unless otherwise approved by the Project Manager. At the time of submission of schedules Design-Build Firm shall submit a hard copy as well as an electronic version. Such electronic version shall not be submitted in a .pdf format and shall be capable of being incorporated in to the Town's baseline schedules. Maximum sheet size shall be 24 x 36-inches.

The design build schedule shall be prepared in the form of a horizontal bar chart with separate horizontal bars for each design task, construction task in the critical path in chronological order. Provide horizontal time scale in weeks from the start of construction and identify the first work day of each month. Identify listings of any major equipment installation milestones.

A. Content of Schedules; show or indicate the following:

1. Complete sequence of design by activity reflecting the Subconsultant responsible for the activity.
2. Complete sequence of construction by activity reflecting the Design-Build Firm or Subcontractor responsible for each activity
3. Dates for the beginning and completion of each major element of design and construction in no more than a two-week incremental scale.
4. Items of work that must be accomplished to achieve substantial completion.
 - a. Major disciplines or trades of work
 - b. Filter downtime
 - c. Time required for Design-Build Firm's submittals, fabrication and deliveries.
 - d. Time required by Design-Build Firm and the Town to review all submittals.
 - e. Time required by Town to support any pre-operational and start-up testing.
 - f. Time required for the relocation of utilities, if required.
 - g. Activities performed by Design-Build Firm.
5. Percentage of completion for each item as of the date the schedule was prepared.
6. Dates for Design-Build Firm's submittals.
7. Dates for any required Town-furnished materials or equipment.
8. Dates accepted submittals will be required from the Town.

In addition the Design-Build Firm shall provide:

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1. Provide a list of all long lead items and their anticipated dates of delivery (equipment, materials, etc.) Monthly updates shall reflect actual versus projected, and any revised projections
2. Provide a projected dollar cash flow spend down for each month of construction. Monthly updates shall reflect any change orders as well as actual versus projected, and any revised projections.

All updates of schedules shall be tracked against the baseline schedule and shall be at a minimum submitted with each pay application together with any updates to the long lead items list and the dollar cash flow spend down.. An updated schedule against the baseline shall also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules shall result in the rejection of any submitted payment application.

Subsequent to review of the initial schedule submission the Design-Build Firm shall establish the reviewed schedule as the "baseline schedule". Design-Build Firm shall then prepare and submit all updates to the schedules utilizing the tracking mode within Microsoft Project.

10. Release of Liens/Subcontractor's Statement of Satisfaction

The Design-Build Firm warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project(s) or not, will pass to the Town upon the receipt of such payment by the Design-Build Firm, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Design-Build Firm or by any other person performing Work at the site or furnishing materials and equipment for the Project(s), subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Design-Build Firm or such other person.

The Design-Build Firm shall, beginning with the second request for payment, attach a Partial Release of Lien/Subcontractor, Subconsultant Statement of Satisfaction for each application for payment. Failure to submit such documentation may delay payments. The Town may, in its sole discretion withhold payments for Work performed by Subcontractor, Subconsultant where no release of lien has been submitted. The Design-Build Firm shall submit with the final payment request, for any Project(s) where Subcontractor, and/or Subconsultant have performed Work, a Final Release of Lien/Subcontractor, Subconsultant Statement of Satisfaction for each Subcontractor, Subconsultant marked as a final. Failure to submit such documentation will result in delay in payment or the Town withholding from the final payment such funds as necessary to satisfy any Subcontractor, and/or Subconsultant claims.

Where the Design-Build Firm has submitted a Performance/Payment Bond the Design-Build Firm may, in lieu of the Release of Lien/Subcontractor, Subconsultant Statement of Satisfaction, submit Consent of Surety to Requisition Payment.

11. Progress Meetings

The Town shall conduct a pre-construction conference prior to the commencement of the Work. Design-Build Firm shall hold progress and coordination meetings as required by the Project Manager or Consultant, to provide for the timely completion of the Work.

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Design-Build Firm shall arrange and conduct regular weekly job site Project status meetings with the Project Manager and/or Consultant. Design-Build Firm shall use the job site meetings as a tool for the pre-planning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Design-Build Firm shall identify the party or parties responsible for following up on any problems, delay items or questions, and Design-Build Firm shall note the action to be taken by such party or parties. Design-Build Firm shall revisit each pending item, including RFIs and Shop Drawing, at each subsequent meeting until resolution is achieved. Design-Build Firm shall attempt to obtain from all present any potential problems or delaying event known to them for appropriate attention and resolution. Design-Build Firm shall be responsible for keeping minutes of the meeting and distribution of the minutes to all parties in attendance.

The Design-Build Firm shall arrange for the participation of its Subcontractors, Subconsultants, and/or vendors when the Project Manager requires their presence.

The Design-Build Firm shall maintain minutes of the meeting and distribute copies of the minutes to all parties in attendance. The Design-Build Firm shall prepare and distribute to Project Manager and the Consultant an updated two-week look-ahead schedule of construction activities and submittals.

12. Request for Information

The Design-Build Firm shall submit a Request for Information (RFI) where the Design-Build Firm believes that the Contract Document's specifications or drawings are unclear or conflict. All requests must be submitted in a manner that clearly identifies the drawing and/or specification section where clarification or interpretation is being requested. As part of the RFI, Design-Build Firm shall include its recommendation for resolution. The Architect and Town shall respond in writing.

13. Project Site Facilities

The Design-Build Firm shall arrange for all Project(s) site facilities as maybe necessary to enable the Project Manager or Consultant to perform their respective duties and to accommodate any representatives of the Town which the Town may choose to have present at the Project(s).

Design-Build Firm's, Sub-Design-Build Firm's, supplier's, materialmen's personnel shall not use the Town restrooms that may be available at the Project(s) site without the prior consent of the manager of the facility or the Project Manager where there is no manager of a facility. The Design-Build Firm shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements including Chapter 46 of the Building Code and regulations of the State of Florida Department of Health and Rehabilitative Services or Dade County Health Department. The Design-Build Firm, his employees or his Subcontractors or Subconsultants shall commit no public nuisance or use any facilities that have not been specifically provided for use by the Design-Build Firm. The Design-Build Firm shall furnish an adequate supply of drinking water for its and its Sub-Design-Build Firm's employees.

There shall be adequate provisions made by the Design-Build Firm to ensure all disposable materials are properly disposed of and do not create a nuisance to the Town or the public. The



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location of the temporary facilities shall be subject to the approval of the Project Manager or Consultant.

14. Temporary Facilities, Utilities, and Construction

Design-Build Firm is required to provide any necessary temporary utilities to the site, such as electric, water, and sanitary services to the site for new construction or additions to a facility. The Design-Build Firm shall make all arrangements with the local utility companies. The Design-Build Firm shall also be responsible for furnishing all materials and equipment necessary for the installation and maintenance of any temporary utilities. The Project Manager may authorize the use of existing utilities. Such decision will be made at the sole discretion of the Project Manager and the Town.

Design-Build Firm shall furnish, install and maintain temporary facilities required for construction, and shall remove them upon completion of the Work. All facilities shall comply with the respective federal, state and local codes and regulations and with utility company requirements. Materials for temporary facilities may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

The Design-Build Firm shall be required to obtain all necessary permits required for any Project(s) site facilities and utilities. Design-Build Firm shall also be responsible to maintain such facilities in a safe and working condition. Design-Build firm shall be responsible for payment for all fees and charges for the installation and use of all temporary facilities and utilities.

All such facilities and utilities remain the property of the Design-Build Firm and the Design-Build Firm shall be responsible for removal and disposal of such facilities prior to Final Acceptance.

Temporary fences: If, during the course of the Work, it is necessary to remove or disturb any fencing, the Design-Build Firm shall, at his own expense, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. The Project Manager will be solely responsible for the determination of the necessity for providing a temporary fence and the type of temporary fence to be used.

Responsibility for Temporary Structures: In accepting this Contract, the Design-Build Firm assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the Town from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

15. Project Laboratory Testing Services

The Design-Build Firm shall provide and pay for all Project Laboratory Testing Services to perform regulatory required testing, quality assurance, and quality control testing. The Design-Build Firm is also responsible for all re-testing where the Work or materials fail a test.

The Town at its sole discretion may conduct separate independent testing for verification purposes. In instances where the Town's testing does not verify the testing provided by the Design-Build Firm, the Design-Build Firm shall arrange for re-testing of the Work or replacement of the Work at its own cost. Where the Design-Build Firm has re-testing performed the Town's Project Manager shall be notified in advance of such testing. Should such testing confirm the

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Town's findings the Design-Build Firm shall replace or correct all Work necessary to ensure compliance with the Contract Documents. In such instances all re-testing, re-work, and delays are the sole responsibility of the Design-Build Firm. Any delays or costs to the Design-Build Firm for testing or re-work that may result shall not form the basis for any claim by the Design-Build Firm. Design-Build Firm shall be responsible for the costs associated with all testing by the Town where the Work is found to not be in compliance with the Contract Documents. Costs for such retests shall be deducted from pending invoices.

16. Security

The site where the Work is to be performed may not be a secure site and the public may have access to the site. The Design-Build Firm shall have sole responsibility for the security of all Work materials, tools, equipment and Work at the Project(s) site. The Town shall not be liable for any damage or loss to such materials, tools, equipment and Work and the Design-Build Firm shall be responsible for the repair or replacement of all Work such materials, tools, and equipment.

17. Construction Signage

Where required by the Contract Documents the Design-Build Firm shall provide construction signage.

The Town shall provide the Design-Build Firm the wording and layout for the signs at the pre-construction conference. The Design-Build Firm shall furnish the two Town signs at the Project(s) Site(s) as follows:

- The first sign must be 4 feet wide and 8 feet high and constructed of pressure sensitive 2 mil cast vinyl overmounted with 3 mil mylar and mounted to 1 MDO with painted back. The sign shall be mounted on 4 inch square wood or perforated "U" channel metal posts painted white, and be readable at eye level. The colors to be used on the sign are as follows: the background shall be white with blue lettering; the seal shall be white and gold with blue lettering form.
- The second sign shall reflect other funding sources for the Project and shall reflect the Project information. The sign shall be 4 feet wide by 8 feet high by ¾ inch (thick) exterior plywood, suitably mounted and readable at eye level. The colors shall be blue and white. The background shall be white and all lettering shall be blue Helvetica. All paint shall be rated outdoor enamel. The Town will provide the Town Seal in decal form.
- The Design-Build Firm shall also post appropriate construction site warning signs at the Work Site. Such signs shall be posted to warn pedestrian and vehicle traffic. Signage shall also be placed waterside to alert boater to the construction zone, requiring idle speed and a minimum clearance distance. Design-Build Firm shall provide drawings for the signage, which shall be subject to approval by the Consultant.
- The Project Manager and the Town shall approve the locations for all signage.

19. Lines and Grades

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

The Design-Build Firm shall, at its own expense, establish all working and construction lines and grades as required for the Project and shall be solely responsible for the accuracy thereof.

20. H2B Visa Report

The Design-Build Firm shall submit with each payment application a report on the number of its employees and the number of employees for each Subconsultant and Subcontractor that is working under a HSB visa. Failure to provide this information with the payment application may result in a delay in processing the payment application.

21. Progress Photos

Prior to commencement of the Work the Design-Build Firm will take digital photographs to document existing conditions. Design-Build Firm shall submit these photos on CD-ROM and printed copy with its first payment application. Design-Build Firm shall periodically take digital construction record photographs to document the progress, including final completion, of the Work and shall be submitted on CD-ROM and printed copy with each application for payment. All pictures must be digitally date and time stamped. Printed photo must be on 8"X10" high resolution glossy single weight color print paper.

Section 3 – Design Services

1. Design Responsibility

All Professional Services shall be provided by firms licensed to perform such services in accordance with all applicable Florida Statute and the requirements of the State of Florida Department of Professional Regulation. Design-Build Firm shall be solely responsible for all aspects of the design of this Project and shall also be responsible for supervision and management of the firm(s) providing Professional Services under this Contract. Nothing contained in this Contract shall create any contractual or business relationship between the Town and the Consultant. The Design-Build Firm acknowledges that Subconsultants are entirely under its or the Consultants direction, control, supervision, retention and/or discharge.

2. Subconsultants

All services provided by the Subconsultants shall be performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the Town under this Contract. Nothing contained in this Contract shall create any contractual or business relationship between the Town and the Subconsultants. The Consultant acknowledges that Subconsultants are entirely under its direction, control, supervision, retention and/or discharge.

The Design-Build Firm shall not add, modify, or change the Consultant or any Subconsultant listed in Form A without prior written approval by the Director or designee, in response to a written request from the Design-Build Firm stating the reasons for any proposed substitution.

3. Ownership of Documents

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

All tracings, plans, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies will be considered works made for hire and will, based on incremental transfer wherein the above shall become the property of the Town upon payments made to the Design-Build Firm or termination of this Contract without restriction or limitation on their use, and will be made available, on request, to Town at any time during the performance of such services and/or upon completion or termination of this Contract. Consultant and/or the Design-Build Firm shall not copyright any material and products or patent any invention developed under this Contract. The Town shall have the right to visit the site for inspection of the Work and the products of Consultant at any time. The Consultant shall be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the Town's use and occupancy of the Project.

4. Delivery upon Request or Cancellation

Failure of the Consultant to promptly deliver all such documents, both hard copy and digital, to the Director or designee within ten (10) days of cancellation, or within ten (10) days of request by the Town, shall be just cause for the Town to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant shall have no recourse from these requirements.

5. Error and Omission Issues

Design-Build Firm is solely responsible for the coordination of the drawings and specifications and is solely responsible for all costs resulting from any errors and/or omissions in the drawings and specifications.

6. Design-Build Firm's Key Staff

The parties acknowledge that **Design-Build Firm** was selected by Town, in part, on the basis of qualifications of particular staff identified in Design-Build Firm's response to Town's solicitation, hereinafter referred to as "Key Staff". Design-Build Firm shall ensure that Key Staff, including Consultant and Subconsultant Key Staff are available for Work hereunder as long as said Key Staff is in Design-Build or Consultant's employ. Design-Build Firm will obtain prior written acceptance of Director or designee to change Key Staff. Design-Build Firm shall provide Director, or designee with such information as necessary to determine the suitability of proposed new Key Staff. Director will act reasonably in evaluating Key Staff qualifications. Such acceptance shall not constitute any responsibility or liability for the individual's ability to perform. Key Staff shall be listed Key Staff in Form B.

7. Truth-In-Negotiation Certificate

By executing the Contract the Design-Build Firm certifies that wage rates and other factual unit costs supporting the cost of the Project are accurate, complete, and current at the time of Notice to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the Town determines the Contract Price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.



Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

8. Re-Use by Town

It is understood that all Design-Build contract and/or Work Orders for new design Work will include the provision for the re-use of plans and specifications, including construction drawings, at the Town's sole option, and by virtue of signing this Contract the Design-build Firm and the Consultant agrees to such re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use. The Design-Build Firm and Consultant will not be liable for re-use by the Town of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Contract.

9. Scope of Services

The Design-Build Firm agrees to provide comprehensive professional services in accordance with all applicable law and building and environmental regulations, including the Florida Building Code and the Town of Surfside, Florida, Code of Ordinances, and as set forth in the Contract Documents. Design-Build Firm shall furnish, as Basic Services, comprehensive professional services for the Project including, but not limited to those described in Article 10, Basic Services.

10. Basic Services

Design-Build Firm agrees to provide complete Professional Services as set forth in the tasks enumerated hereinafter, in accordance with the Florida Building Code, latest edition, all federal, state, county and Town of Surfside, Florida, Laws, Codes and Ordinances. Design-Build Firm shall maintain an adequate staff of qualified personnel on the Work at all times to ensure its performance as specified in the Contract.

Design-Build Firm shall submit at least one (1) electronic set of all documents and five (5) copies of documents required under this Article, without additional charge, for review and approval by Town. Design-Build Firm shall not proceed with the next task of the design Work until the documents have been approved, in writing, by Town, and an Authorization to Proceed with the next task has been issued by Town.

These services, hereinafter referred to as "Basic Services" are summarized as follows:

10.1 DEVELOPMENT OF OBJECTIVES

10.1.1

Design-Build Firm shall confer with representatives of Town, the Project Manager, and other jurisdictional agencies to develop several options for how the various elements of the project will be designed and constructed based on the DCP.

10.1.2

Design-Build Firm shall, utilizing the DCP, confer with representatives of Town, the Project Manager, and other jurisdictional agencies in order to comprehensively identify aspects of the completed facility program that may require further refinement to attain the requisite detail of design development required to begin the creation of Construction Documents. For clarity of scope, the items that need further development will be called Conceptuals and the remaining items will be called Designs.

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10.1.3

Design-Build Firm shall prepare written descriptions of the various options and shall participate in presentations, possibly to multiple groups explaining alternative options. Sufficient detail shall be provided to support the presentation materials. The acceptance of any option shall be at the sole discretion of the Town.

10.1.4

Design-Build Firm shall hire the appropriate subconsultant to provide utility coordination services, which are not in-house. Such services shall include the location of all site structures including all utility structures and facilities as well as all underground utilities.

10.2 SCHEMATIC DESIGN

10.2.1 Design Concept and Schematics Report

Based on the approved development option the Design-Build Firm shall prepare and present four (4) copies, in writing and at an oral presentation if requested, for approval by Town, a Design Concept and Schematics Report, comprising Schematic Design Studies, including an identification of any special requirement affecting the Project, a Statement of Probable Construction Cost, Project Development Schedule and review of Constructability Review reports. At Project commencement the Town shall provide Design-Build Firm with the construction budget for the Project that will be utilized by the Design-Build Firm for purposes in completion of the Scope of Services.

1. Schematic Design Studies consist of site plan(s), floor plans (where applicable), elevations, sections, and all other elements required by Design Criteria Professional or Project Manager to show the scale and relationship of the components and design concepts of the whole. The floor plans may be single-line diagrams. A simple perspective rendering or sketch, model or photograph thereof may be provided to further show the design concept.
2. A Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost and an evaluation of funding allocation. Such summary shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the statement of Probable Construction Costs exceeds allocated funds by more than ten (10%) percent, the Design-Build Firm shall update its documentation, at no additional cost to the Town, to reflect this reduced scope. Any "Statement of Probable Construction Costs" prepared by Design-Build Firm represents a reasonable estimate of cost in Consultant's best judgment as a professional familiar with the local construction industry.
3. The Project Development Schedule shall show the proposed completion date of each task of the Project through design, bidding, construction, and post construction services.
4. Constructability Review reports shall be conducted by the Town and/or its consultants at design stages deemed necessary by the Project Manager or Design Criteria Professional.

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Design-Build Firm shall provide five additional deliverable plan sets for distribution, by Town, to others for this purpose. There shall be an established deadline for review report submission back to Town. Design-Build Firm shall provide written responses to all comments within two weeks and shall maintain files of all related review reports and response reports. If necessary, Town may coordinate Constructability Review meetings with some or all of the reviewers with Design-Build Firm present to discuss specific issues. In addition to the Constructability Review process mentioned above, Town reserves the right to conduct a Peer Review of the project documents at any design stage. Cost of such a Peer Review would be borne by Town. Any findings as a result of said Peer Review would be addressed by Design-Build Firm, and if requested by Town, would be incorporated into the design documents, at no additional cost to Town and no extension of time to the schedule.

5. Design-Build Firm shall identify any deviation(s) from the DCP, the basis for such deviation(s), and the cost and time impact to the Project. Where any specific equipment and materials are required by the DCP the Design-Build Firm must provide life-cycle calculations to demonstrate the long-term benefit(s) to the Town for any proposed substitution of specified equipment.

10.3 DESIGN DEVELOPMENT

From the approved Schematic Design documents, Design-Build Firm shall prepare and present four (4) copies in writing, and at oral presentations, if requested, for approval by Town and the Design Criteria Professional, separate Design Development Documents, updated Project Development Schedules, updated Statements of Probable Construction Costs and a review of Constructability Review reports.

1. The Design Development Documents shall consist of drawings (site plans, floor plans, elevations, and sections, 3-D representation in the form of renderings or model), outline specifications, and other documents.
2. Design Development consists of continued development and expansion of architectural and/or civil Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of each element through:
 - 2.1. Plan sections and elevations
 - 2.2. Typical construction details
 - 2.3. Final materials selection
 - 2.4. Construction phasing plan
3. The updated Development Schedules shall show the proposed completion dates of each milestone of the Project through design, bidding, construction and proposed date of occupancy. Design-Build Firm will also detail all long lead procurement items and architecturally significant equipment that will need to be purchased prior to the completion of Construction Documents.
4. Provide updated Statements of Probable Construction Cost. If either statement of Probable Construction Cost exceeds allocated funds by more than ten (10%) percent, Design-Build Firm shall prepare recommendations for reducing the scope of that particular Project in order to bring the estimated costs within allocated funds.
Build Firm shall update its documentation, at no additional cost to the Town, to reflect this reduced scope.

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5. Constructability Review reports as defined in Section 10.2.4.
6. Design-Build Firm shall identify any deviation(s) from the DCP, the basis for such deviation(s), and the cost and time impact to the Project. Where any specific equipment and materials are required by the DCP the Design-Build Firm must provide life-cycle calculations to demonstrate the long-term benefit(s) to the Town for any proposed substitution of specified equipment.

10.4 CONSTRUCTION DOCUMENTS

Design-Build Firm shall produce 50%, 90% and Final Construction Documents (100%) for review and approval by Town, which shall include the following:

1. A Drawing Cover Sheet listing an index of all number of drawings by each discipline. Drawings not included in the 50%, 90% and 100% review shall be noted. Design-Build Firm shall attach an index of all anticipated drawing sheets necessary to fully define the Project.
2. The updated Project Development Schedule to include an outline of major construction milestone activities and the recommended construction duration period in calendar days.
3. An updated Statement of Probable Construction Cost in CSI format.
4. A Project Specifications index and Project Manual with at least 50%, 90% and 100% of the Specifications completed.
5. Design-Build Firm shall submit the special conditions separate from the technical specifications.
6. Design-Build Firm shall not proceed with further construction document development until approval of the previously submitted documents is received in writing from Town. Approval by Town shall be for progress only and does not relieve Design-Build Firm of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Contract. Design-Build Firm shall resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary. The previously submitted documents review (check) set shall be returned to Town upon submission of subsequent submittal and Design-Build Firm shall provide an appropriate response to all review comments noted on these previously submitted documents.

Design-Build Firm shall submit four (4) full size copies of the drawings and specifications, and one digital copy in .pdf format, plot, and .dwg formats.

From the approved Design Development Documents, Design-Build Firm shall identify any deviation(s) from the DCP, the basis for such deviation(s), and the cost and time impact to the Project. Where any specific equipment and materials are required by the DCP the Design-Build Firm must provide life-cycle calculations to demonstrate the long-term benefit(s) to the Town for any proposed substitution of specified equipment. Design-Build Firm shall prepare for written

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

approval by Town, Final Construction Documents setting forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible Project.

10.4.1 Dry Run Permitting

The Design-Build Firm shall file and follow-up for building permits at the earliest practicable time during the performance of the Work, the necessary portions of the Construction Documents for approval by Town, County, State and/or Federal authorities having jurisdiction over the Project by law or contract with the Town, and must coordinate in obtaining any such applicable certifications of permit approval by such authorities prior to approval by CIP of the final set and printing of the Construction Documents for the applicable portion of the Work. The Design-Build Firm shall promptly, at any time during the performance of the Work hereunder, advise the Town of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the Design-Build Firm is caused by the requirement(s) of such reviews by the permitting entities.

Upon completion of dry run permitting by the permitting entities shall provide five (5) full size sealed copies of the drawings and specifications. by the permitting entities shall also provide digital versions of the drawings in .dwg, and .pdf formats. The specification additional terms and conditions shall be provided in both .pdf and .doc formats.

10.5 ADMINISTRATION OF THE CONSTRUCTION CONTRACT

10.5.1

The Construction Phase will begin upon commencement of construction and will end when the Design-Build Firm has provided to the Town all post construction services, including documents, As-Built drawings, Design-Build Firm's record drawings, warranties, guarantees, operational manuals, and Certificate(s) of Occupancy have been delivered to the Town and the Town approves the final payment to the Design-Build Firm. During this period, the Design-Build Firm shall provide administration of the construction contract as provided by this Contract, and as provided by law.

10.5.2

The Consultant and the Design Criteria Professional, as the representative of the Town during the Construction Phase, shall advise and consult with the Town and shall have the authority to act on behalf of the Town to the extent provided in the General Conditions and the Supplementary Conditions of the construction contract and their agreement with the Town.

10.5.3

The Town or its respective representatives shall visit the site to conduct field observations, at a minimum on a weekly basis, and at all key construction events; to ascertain the progress of the Project and shall visit the site as appropriate to conduct field inspections to ascertain the progress of the Project and determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Consultant shall provide any site visits necessary for certification if required by the authorities having jurisdiction. Threshold inspection shall be provided by the Design-Build Firm at no additional cost to the Town. The Town or its representatives shall report on the progress the Work, including any defects and deficiencies that may be observed in the Work. The Consultant will be responsible for writing minutes of all meetings and field inspections report, as well as the distribution of the minutes. Consultant and Subconsultants will



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not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

10.5.4

The Consultant shall furnish the Town, Design Criteria Professional, and the Design-Build Firm with a written report of all observations of the Work made by Consultant and require all Subconsultants to do same during each visit to the Project. The Consultant shall also note the general status and progress of the Work on forms furnished or approved by the Town. The Consultant shall submit the reports in a timely manner. The Consultant and the Subconsultants shall ascertain that the Work is acceptable to the Town. The Design Criteria Professional will determine if the Work is being performed in accordance with the DCP. Consultant shall assist the Town in ensuring that the Design-Build Firm is making timely, accurate, and complete notations on the "as-built" drawings. Copies of the field reports shall be submitted on a monthly basis. The Consultant's failure to provide written reports of all site visits or minutes of meeting shall result in the rejection of payment requests by the Design-Build Firm and may result in a proportional reduction in Construction Administration fees paid to the Design-Build Firm.

10.5.5

1. Based on observations at the site and consultation with the Town, the Consultant shall determine the amount due the Design-Build Firm based on the approved schedule of values and shall recommend approval of such amount as appropriate. This recommendation shall constitute a representation by the Consultant to the Town that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that, the quality of the Work is in accordance with the Contract and the Design-Build Firm is entitled to amount stated on the requisition subject to: a detailed evaluation of the Work for conformance with the contract upon substantial completion;
2. the results of any subsequent tests required by the contract;
3. minor deviations from the contract correctable prior to completion;
4. any specific qualifications stated in the payment certificate and further that the Design-Build Firm is entitled to payment in the amount agreed upon at a requisition site meeting or as stated on the requisition.

Prior to recommending payment to the Design-Build Firm, the Consultant will prepare a written statement to the Town on the status of the Work relative to the Construction Schedule, which shall be attached to the Design-Build Firm's payment application. Such statement shall be prepared immediately following the requisition field meeting. By recommending approval of a Payment Certificate, the Consultant shall not be deemed to represent that the Consultant has made any examination to ascertain how and for what purpose the Design-Build Firm has used money paid on account of the Construction Contract Price.

10.5.6

The Consultant shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant shall render interpretations necessary for the proper execution or progress of the Work upon written request of either the Town or the Design-Build Firm, and shall render written decisions, within maximum of ten (10) calendar

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days, on all claims, disputes and other matters in question between the Town and the Design-Build Firm relating to the execution or progress of the Work. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from, the Contract Documents and shall be in written or graphic form.

10.5.7

The Consultant shall have the authority to recommend rejection of Work, which does not conform to the Contract Documents. The Design Criteria Professional has the authority to reject Work where such Work does not comply with the DCP. Whenever, in his/her reasonable opinion, the Consultant considers it necessary or advisable to insure compliance with the Contract Documents, the Consultant will have the authority to recommend special inspection or testing of any Work deemed to be not in accordance with the Contract, whether or not such Work has been fabricated and/or delivered to the Project, or installed and completed.

10.5.8

The Consultant shall promptly review and approve, reject or take action on shop drawings, samples, RFIs and other submissions of the Design-Build Firm. Changes or substitutions to the construction documents shall not be authorized without concurrence of the Town's Project Manager and/or Director of Capital Improvements. The Consultant shall upon receipt of shop drawings, samples, RFIs or other submittals by the Design-Build Firm, timely review and return the shop drawings or submittals to the Design-Build Firm with comments indicating either approval or disapproval, with a copy to the Project Manager.

Consultant shall provide the Design-Build Firm and the Project Manager with a detailed written explanation as to the basis for rejection.

10.5.9

The Consultant shall initiate and prepare required documentation for changes as required by the Consultant's own observations or as requested by the Town, and shall review and recommend action on proposed changes. Where the Design-Build Firm submits a request for Change Order or Change Proposal request, the Consultant shall, within ten (10) calendar days, review and submit to the Town, his/her recommendation or proposed action along with an analysis and/or study supporting such recommendation.

10.5.10

The Consultant in conjunction with the Design Criteria Professional shall examine the Work upon receipt of the Design-Build Firm's request for substantial completion inspection of the Project and shall, prior to occupancy by the Town, recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project is substantially complete in accordance with the contract requirements. The Consultant shall in conjunction with representatives of the Town, Design Criteria Professional, and the Design-Build Firm prepare a punch list of any defects and discrepancies in the Work required to be corrected by the Design-Build Firm in accordance with Florida Statute 218.735. Upon satisfactory completion of the punch list the Consultant in conjunction with the Design Criteria Professional shall recommend execution of a "Certificate of Final Acceptance" and final payment to the Design-Build Firm. Upon satisfactory completion of all items on the punch list all necessary closeout documentation shall be submitted by the Design-Build Firm, including but not limited to all guarantees,



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operating and maintenance manuals for equipment, releases of liens/claims and such other documents and certificates as may be required by applicable codes, law, and the Contract before final acceptance shall be issued to the Design-Build Firm.

10.5.11

The Consultant shall review the Design-Build Firm's "as built" drawings and submit them to the Town upon approval by the Consultant. The Design-Build Firm is responsible for preparing the "as built" drawings.

10.5.12

The Design-Build Firm shall furnish to the Town the original documents, including drawings, revised to "as-built" conditions. In preparing the "Record Set" documents any certification required under this Contract including the contents of "as-built" documents is conditioned upon the accuracy of the information and documents provided by the Design-Build Firm. The original documents as well as the "Record Set" shall become the property of the Town. A reproducible set of all other final documents will be furnished to the Town free of charge by the Design-Build Firm. The Design-Build Firm shall furnish to the Town one complete set of "Record Set Drawings", in Auto CADD Version 2000 or such other format acceptable to the Town.

10.5.13

The Design-Build Firm shall furnish to the Town a simplified site plan and floor plan(s) reflecting "as-built" conditions with graphic scale and north arrow. Plans must show room names, room numbers, overall dimensions, square footage of each floor and all fonts used in the drawings. Two sets of drawings shall be furnished on 24" x 36" sheets and one electronic copy.

11. Basis of Design

It is imperative that the Town understands the implications of design decisions made during the design process. Especially in the early stages of design, it is important that the Design-Build Firm provide insights into the implications of a given choice, e.g. materials, building skin, mechanical systems, etc. To achieve this Design-Build Firm shall develop basis of design reports for key building systems. These reports are first due during the initial stages of design and provide the basis for the Town's acceptance of design submittals.

A Basis of Design Report shall be prepared for each of the following systems:

1. Landscaping
2. Irrigation
3. Lighting

Each report shall contain a narrative discussion covering the following points. Some systems may require additional information.

1. Applicable codes and standards
2. Performance characteristics
3. Life cycle cost analysis spreadsheet (available online), must include, but may not be limited to:

Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

- a. Energy costs
- b. Life expectancy (may require life expectancy of subsystems)
- c. Replacement costs (if applicable)

Basis of Design Reports are required at the following design milestones:

- 1. Initial proposal submittal
- 2. 50% Preliminary Design
- 3. 100% Preliminary Design
- 4. 50% Construction Documents

12. Code Analysis Reports and Plans

Provide a narrative discussion and summary of building code issues, impacts and restrictions particular to this Project. The outline shall include a written report and diagrammatic plan drawings delineating design criteria (e.g. exits, landscaped areas, ADA compliance, lighting, irrigation, LEED design features, etc). The analysis shall be updated for each design phase.

12. Timeframes for Completion (to be added based on negotiations)

13. Additional Design Services

Additional design services shall be handled as a Change Order to the Contract. Additional Design Services shall be for the provision of Professional Services requested by the Town that were not included in the approved design documents or within the Basic Services contained in the Contract. Upon request of the Town the Design-Build Firm will prepare and submit a Change Order Proposal, which shall include the deliverables and costs. The breakdown of the costs shall be provided on the Town Work Order Form spreadsheet



Section 4 - PRICE FORM

Submitted: _____
Date: _____

Town of Surfside
Town Clerk
9293 Harding Avenue
Surfside, Florida 33154

The undersigned, as Design-Build Firm, hereby declares that the only persons interested in this Contract as principal are named herein and that no person other than herein mentioned has any interest in this Contract to be entered into; that this Contract is made without connection with any other person, firm, or parties making a Proposal; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Proposer further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the Proposals, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Proposal Guaranty (if any); and all other required information with the Proposal; and that the Proposal is submitted voluntarily and willingly.

The Proposer agrees, if this Proposal is accepted, to contract with the Town, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project(s) entitled:

Title: Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

The Proposer also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security, if permitted by the Town, each for not less than the total Contract price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Proposal guaranty, if any, accompanying the Response shall be forfeited if Proposer fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Proposer agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price in figures and the price in words, the price in words shall govern. Proposer agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the total.



PRICE FORM: (Page 2 of 9)

Note Proposers are submitting on a lump sum Contract Price basis.

Design Fees

Phase	Fee %	Fee
Pre-Design Phase	%	\$
Concept Schematic Design	%	\$
Advanced Schematic Design	%	\$
Design Development	%	\$
50% Construction Documents	%	\$
90% Construction Documents	%	\$
100% Construction Documents	%	\$
Permitting	%	\$
Construction Administration	%	\$
Substantial Completion Deliverables	%	\$
Final Completion Deliverables	%	\$
Post Occupancy Inspection & Report	%	\$
Not to Exceed Allowance for Reimbursable Expenses	%	\$
Total Design Fees	100%	\$

Note: Fee % indicates proportion of lump sum of Total Design Fees

PRICE FORM: (Page 3 of 9)

Construction Costs

Phase	Item Amount	Sub-Total/Total Fee
Guaranteed Maximum Cost of the Work	\$	NM
SUB TOTAL	\$	
Guaranteed Maximum Staffing Costs	\$	PM
Guaranteed Maximum General Conditions	\$	
SUB TOTAL	M I	\$
Overhead & Profit	\$	
SUB TOTAL	\$	\$
Bond & Insurance this is part of the General Conditions		
Guaranteed Maximum Construction Price	\$	\$

Lump Sum Contract Price (Note: This is the combined Prices for design & construction)		\$
---	--	----

Our **LUMP SUM CONTRACT PRICE** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Bid Specifications.

Lump Sum: \$ _____

Written Amount



PRICE FORM: (Page 4 of 9)

DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND PARTS III AND IV.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Part II: _____ No addendum was received in connection with this Bid.

Part III: Certifications

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the following, and shall comply with all the stated requirements.

1. Non-Collusion

Proposer certifies that the only persons interested in this Bid are named herein; that no other person has any interest in this Proposal or in the Contract to which this Proposal pertains; that this Proposal is made without connection or arrangement with any other person; and

2. Drug Free Workplace

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:

(i) The dangers of drug abuse in the workplace;

PRICE FORM: (Page 5 of 9)

- (ii) The Proposer's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying the Town in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6); and

5. Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



PRICE FORM: (Page 6 of 9)

(3) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

6 Debarment, Suspension and Other Responsibility Matters

The Proposer certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective Proposer is unable to certify to any of the statements in this certification, such Proposer shall submit an explanation to the Town of Surfside.

Part IV: Certification — Trench Safety Act

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Proposer and Subcontractor, and Subconsultant.

The Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Proposer acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

PRICE FORM: (Page 7 of 9)

The Proposer further identifies the costs and methods summarized below:

Description	Unit	Quantity Price	Unit Price	Extended	Method
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total \$ _____					

Attached is a Proposal Bond [], Cash [], Money Order [], Unconditional/Irrevocable Letter of Credit [], Treasurer's Check [], Bank Draft [], Cashier's Check [], Bid Bond Voucher [] or Certified Check [] No. Bank of for the sum of Dollars (\$ _____).

The Proposer shall acknowledge this Bid and certifies to the above stated in Part III and IV by signing and completing the spaces provided below.

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

Town/State/Zip: _____

Telephone No.: _____

Facsimile No.: _____ Email Address: _____

Social Security No. or Federal I.D.No.: _____ Dun and Bradstreet No.: _____
(if applicable)

If a partnership, names and addresses of partners:



CERTIFICATE OF AUTHORITY

(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of Florida, held on the _____ day of _____, a resolution was duly passed and adopted authorizing (Name) as (Title) of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

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

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of Florida, held on the _____ day of _____, a resolution was duly passed and adopted authorizing (Name) as (Title) of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

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

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit a joint venture agreement indicating that the person signing this Bid is authorized to sign bid documents on behalf of the joint venture. If there is no joint venture agreement each member of the joint venture must sign the Bid and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

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

Signed: _____

Print: _____



FORM A. - SUBCONSULTANTS

FIRM NAME	CONSULTING FIELD



SECTION 6 - CONTRACT EXECUTION FORM

FY2010-PW-402

THIS Contract *FY2010PW402* (Contract number) made this 27 day of December in the year 2010 by and between **THE TOWN OF SURFSIDE, FLORIDA**, hereinafter called the "CITY" and **LYNX CONSTRUCTION LLC**.

MANAGEMENT

IN WITNESS HEREOF, the parties have executed this Contract as of the day and year first above written.

WITNESS/ATTEST

[Signature]

Signature

F. RODRIGUEZ

Print Name, Title

MANAGEMENT
LYNX CONSTRUCTION LLC

[Signature]

Signature

CHRISTOPHER M. MORAN, President

Print Name, Title *CCC1518484*

ATTEST:

[Signature]

Design-Build Firm

ATTEST:

Town of Surfside, a municipal corporation of the State of Florida

Debra Eastman, Town Clerk

Roger M. Carlton, Town Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

Martin Sherwood, Finance Director

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

[Signature]

Lynn Dannheisser, Town Attorney

[Handwritten mark]

Section 4 - PRICE FORM

Submitted: 
Date: 12/27/2010

Town of Surfside
Town Clerk
9293 Harding Avenue
Surfside, Florida 33154

The undersigned, as Design-Build Firm, hereby declares that the only persons interested in this Contract as principal are named herein and that no person other than herein mentioned has any interest in this Contract to be entered into; that this Contract is made without connection with any other person, firm, or parties making a Proposal; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Proposer further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the Proposals, as acknowledged below; and that it has satisfied itself about the Work to be performed; and that it has submitted the required Proposal Guaranty (if any); and all other required information with the Proposal; and that the Proposal is submitted voluntarily and willingly.

The Proposer agrees, if this Proposal is accepted, to contract with the Town, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project(s) entitled:

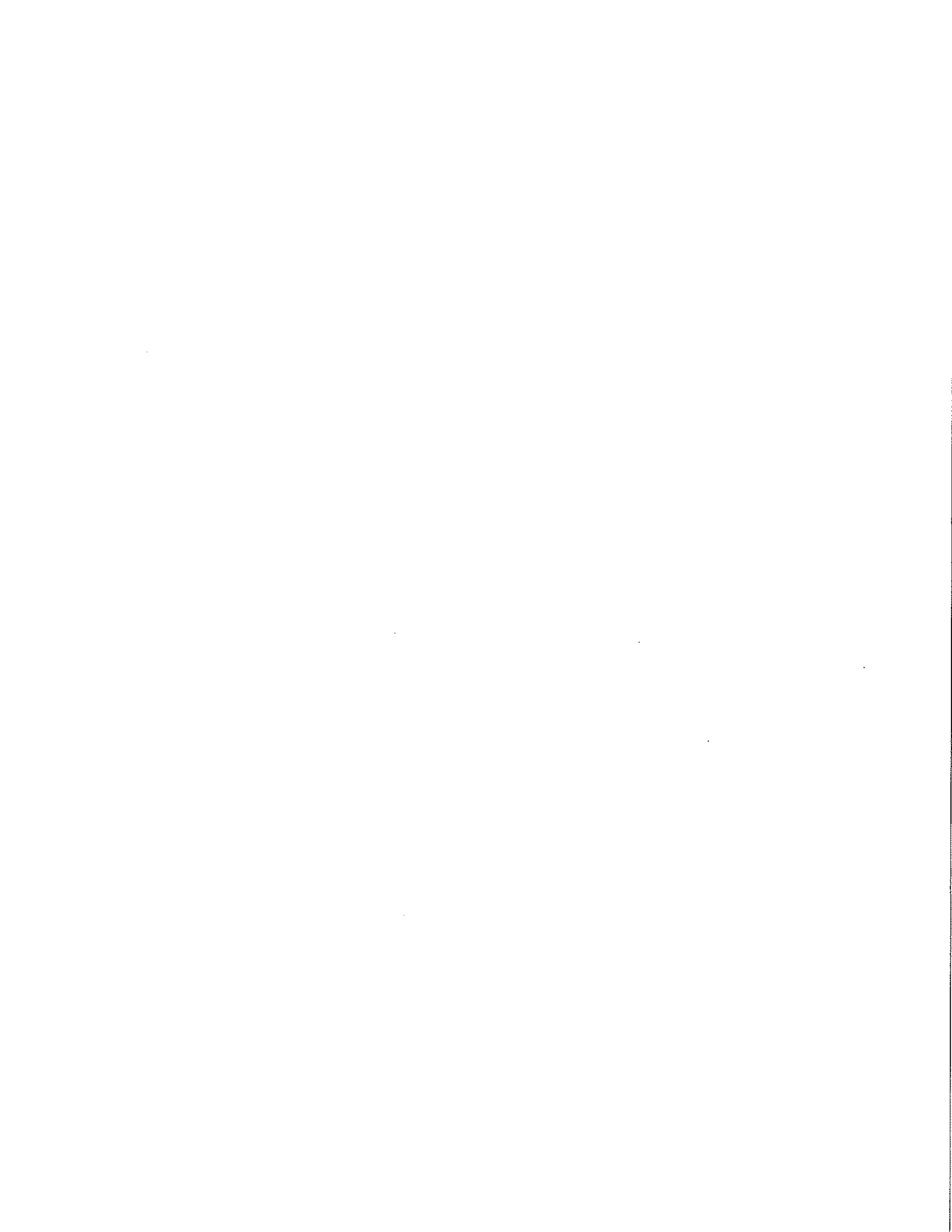
Title: Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

The Proposer also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security, if permitted by the Town, each for not less than the total Contract price plus alternates, if any, and to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Proposal guaranty, if any, accompanying the Response shall be forfeited if Proposer fails to execute said Contract, or fails to furnish the required Performance Bond and Payment Bond or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Proposer agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price in figures and the price in words, the price in words shall govern. Proposer agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the total.





PRICE FORM: (Page 2 of 9)

Note Proposers are submitting on a lump sum Contract Price basis.

Design Fees

Phase	Fee %	Fee
Pre-Design Phase	11.42%	\$1,200
Concept Schematic Design	11.42%	\$1,200
Advanced Schematic Design	14.3%	\$1,500
Design Development	14.3%	\$1,500
50% Construction Documents	14.3%	\$1,500
90% Construction Documents	11.42%	\$1,200
100% Construction Documents	11.42%	\$1,200
Permitting	0%	\$0
Construction Administration	3.41%	\$360
Substantial Completion Deliverables	3.41%	\$360
Final Completion Deliverables	2.3%	\$240
Post Occupancy Inspection & Report	0%	\$0
Not to Exceed Allowance for Reimbursable Expenses	2.3%	\$240
Total Design Fees	100%	\$10,500

Note: Fee % indicates proportion of lump sum of Total Design Fees





PRICE FORM: (Page 3 of 9)

Construction Costs

Phase	Item	Sub-Total/Total
Guaranteed Maximum Cost of the Work	\$82,376.00	\$82,376.00
Alternate 1 - Reseal and re-stripe the existing pavement	\$4,095.00	\$4,095.00
Alternate 2 - Pressure wash and paint existing curb areas	\$1,755.00	\$1,755.00
SUB TOTAL	\$88,226.00	\$88,226.00
Guaranteed Maximum Staffing Costs	\$Included	\$Included
Guaranteed Maximum General Conditions	\$Included	\$Included
SUB TOTAL	\$88,226.00	\$88,226.00
Overhead & Profit	\$Included	\$Included
SUB TOTAL	\$Included	\$ Included
Bond & Insurance this is part of the General Conditions	\$Included	\$Included
Guaranteed Maximum Construction Price	\$88,226.00	\$88,226.00
Lump Sum Contract Price (Note: This is the combined Prices for design & construction)	\$88,226.00	\$88,226.00

Our **LUMP SUM CONTRACT PRICE** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Bid Specifications.

Lump Sum: \$88,226.00

Eighty eight thousand two hundred twenty-six Dollars

Written Amount



PRICE FORM: (Page 4 of 9)

DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES, AND PARTS III AND IV.

Part I: Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum No. 1, Dated 09/16/2010

Addendum No. 2, Dated 09/17/2010

Addendum No. 3, Dated 09/17/2010

Addendum No. 4, Dated _____

Part II: _____ No addendum was received in connection with this Bid.

Part III: Certifications

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the following, and shall comply with all the stated requirements.

1. Non-Collusion

Proposer certifies that the only persons interested in this Bid are named herein; that no other person has any interest in this Proposal or in the Contract to which this Proposal pertains; that this Proposal is made without connection or arrangement with any other person; and

2. Drug Free Workplace

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a continuing drug-free awareness program to inform its employees about:

(i) The dangers of drug abuse in the workplace;



PRICE FORM: (Page 5 of 9)

- (ii) The Proposer's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the Contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered Contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- (5) Notifying the Town in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6); and

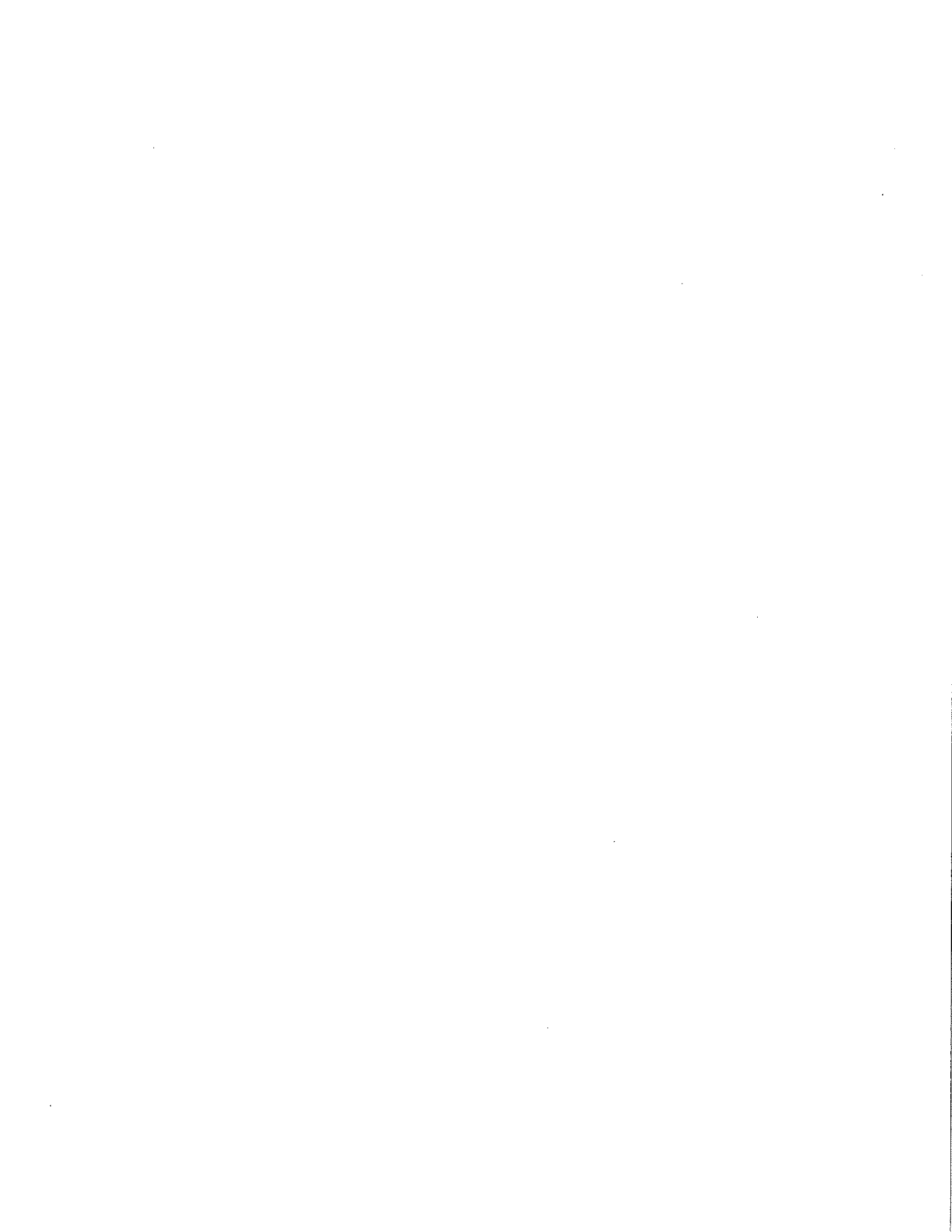
5. Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.





PRICE FORM: (Page 6 of 9)

(3) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure; and

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

6 Debarment, Suspension and Other Responsibility Matters

The Proposer certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective Proposer is unable to certify to any of the statements in this certification, such Proposer shall submit an explanation to the Town of Surfside.

Part IV: Certification — Trench Safety Act

The Proposer, by virtue of signing the Price Form, affirms that the Proposer is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Proposer and Subcontractor, and Subconsultant.

The Proposer is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Proposer acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.



PRICE FORM: (Page 7 of 9)

The Proposer further identifies the costs and methods summarized below:

Description	Unit	Quantity Price	Unit Price	Extended	Method
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Total \$ _____					

Attached is a Proposal Bond [], Cash [], Money Order [], Unconditional/Irrevocable Letter of Credit [], Treasurer's Check [], Bank Draft [], Cashier's Check [], Bid Bond Voucher [] or Certified Check [] No. Bank of for the sum of Dollars (\$ _____).

The Proposer shall acknowledge this Bid and certifies to the above stated in Part III and IV by signing and completing the spaces provided below.

Firm's Name: Lynx Construction Management, LLC

Signature: 

Printed Name/Title: Christopher Moran / President

Town/State/Zip: Coral Gables, FL 33146

Telephone No.: 305-523-3656

Facsimile No.: 888-499-1748 Email Address: cmoran@Lynxcs.com

Social Security No. or Federal I.D.No.: 263104033 Dun and Bradstreet No.: 83-257-6172
(if applicable)

If a partnership, names and addresses of partners:





ADDENDUM No. 1

ACKNOWLEDGMENT

September 13, 2010

TOWN OF SURFSIDE

**DESIGN BUILD SERVICES FOR 222 95TH STREET
PARKING AREA EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402**

I, Monty McLean have received the referenced
(Print Name)

ADDENDUM # 1 for Line Construction Management
Contract Document Holder of Record

Signature: [Handwritten Signature]

Date: 10/28/10

Please return to Sabrina Bagleri, Calvin Giordano & Associates, by facsimile (FAX).
Fax Number (954)-921-8807. TELEPHONE (954) 821-7781.
Email- sbagleri@calvin-giordano.com

[Handwritten Mark]



ACKNOWLEDGMENT
ADDENDUM NO. 1
DESIGN BUILD SERVICES FOR 222 95TH STREET PARKING AREA
EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402
TO RFP DOCUMENTS

September 13, 2010

This addendum forms a part of the RFP Documents and modifies the original Contract Documents as noted. Acknowledge receipt of this Addendum in the space provided on the RFP Form. Failure to do so may subject the bidder to disqualification.

IN THE CONTRACT DOCUMENTS:

1. Attached Pre-bid minutes to be **added** to contract documents.
2. Attached insurance requirements revision to be replace on the RFP

END OF ADDENDUM NO. 1







MEETING MINUTES

DATE: September 8, 2010

PROJECT: MANDATORY PRE-BID MEETING
Design Build Services for 222 95th Street Parking Area
Expansion & Improvement
CGA Project No. 06-5355.13

CLIENT: Town of Surfside

ATTENDEES: See Attached Listing

DISTRIBUTION: Attendees
File

A mandatory pre-bid meeting for the above-referenced project was held on September 8, 2010 at 10:00 AM at the Town Hall. The items discussed were as follows:

1. The meeting started at 10:15 AM and contractors were notified to document their attendance by completing the Sign-in sheet. Only those who attended the Mandatory Pre Bid meeting will be allowed to bid.
2. The work shall generally consist of: Design build services for a new parking lot and modifications to an existing parking lot located on 222 95th Street Parking Area Expansion & Improvements.
3. Contractors were advised that the RFP Submittal is on September 17th 2010 at 3:00 pm.
4. Contractors need to familiarize and review the insurance requirements to ensure compliance.
5. Contractors were advised that it is their responsibility and cost to get all the require Building Department permits.
6. The contract time is of 90 Calendar Days substantial and 12 calendar days for final completion.
7. The RFP calls for removal of existing parking meters and installation of new parking station, this scope is to be deleted from the RFP and it will not be part of this contract.
8. Staging of work, contractor to be advised that the existing parking should be functional as much spaces as possible during construction.
9. If the design proposed changes driveway connection, permits from FDOT will be required.

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com



10. The Construction Administrator Consultant for this project is Calvin, Giordano & Associates, Inc. Please forward all engineering related correspondence (in writing) by the end of the day to the attention of:

Sabrina M. Baglieri
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
sbaglieri@calvin-giorando.com

The meeting was adjourned at 10:35 a.m.





Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROGRESS MEETING

Time: 10:00 AM
Date: September 8, 2010

CGA Project No. 06-5355.13

NAME: Design Build Services for 222 95th Street Parking Area Expansion & Improvement

Meeting Location: Town of Surfside - Town Hall; 9293 Harding Avenue, Surfside, FL 33154

NO.	NAME/TITLE	COMPANY NAME	PHONE/FAX NO.
1	JOSE LUCIANO	HORIZON CONTRACTORS INC	305-828-2050 / 305-820-8905
2	JORGE HAMMAL	LYNX CONSTRUCTION MANAGEMENT, LLC	305-523-6732 / 305-372-1887
3	JORGE HAMMAL	LYNX ENGINEERING CONSULTING LLC	305-523-6732 / 305-772-1887
4	M HANISAR	M HANISAR & ASSOCIATES, INC	305-445-2799
5	ADREN GUERRA	Maintenance/Security Structures	305-577-5705 / 305-578-5766
6	Robert Baer	Central Florida Equipment	305-886-3344 / 305-888-9305 Robert@centralfloridaequip.com
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insurance shall be considered primary to and not contributing with any insurance maintained by the Town of Surfside and shall name the Town of Surfside as an additional insured. The policy of insurance shall be written on an "occurrence" form.

- B. Automobile: Successful Proposer shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. Professional Liability Insurance: Professional liability insurance with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount.
- D. Umbrella/ Excess Liability: Successful Proposer shall provide umbrella/excess coverage with limits of no less than \$5,000,000.00 excess of Commercial General Liability, Automobile Liability, and Employers Liability.
- E. Workers' Compensation: The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Said policy must include Employers' Liability insurance with limits of no less than:
- | | |
|---------------------------|---------------|
| • Each Accident | \$ 100,000.00 |
| • Disease – Policy Limit | \$ 500,000.00 |
| • Disease – Each Employee | \$ 100,000.00 |

Successful Proposer shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

- F. Other Insurance Provisions: The Town of Surfside is to be specifically included on all certificates of insurance (with exception to Workers Compensation) a named additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to insure that all subcontractors comply with the same insurance requirements spelled out above. The Town may request a copy of the insurance policy according to the nature of the project. Town reserves the right to accept or reject the insurance carrier.

1.06 PROPOSAL BOND

A Proposal bond in the amount of 20% of the Bid amount shall be submitted with the Price Proposal portion of the Response and a Payment and Performance bond are a requirement of the Agreement. The



awarded Design-Build Firm shall submit a Payment Bond and Performance Bond (showing the Design-Builder as Principal) in the full amount of the Contract, inclusive of

A small, handwritten mark or signature in the bottom right corner of the page, consisting of a few loops and a trailing line.

ADDENDUM No. 2

ACKNOWLEDGMENT

September 17, 2010

TOWN OF SURFSIDE

**DESIGN BUILD SERVICES FOR 222 95TH STREET
PARKING AREA EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402**

I *CHRISTOPHER M. ...* have received the referenced
(Print Name)

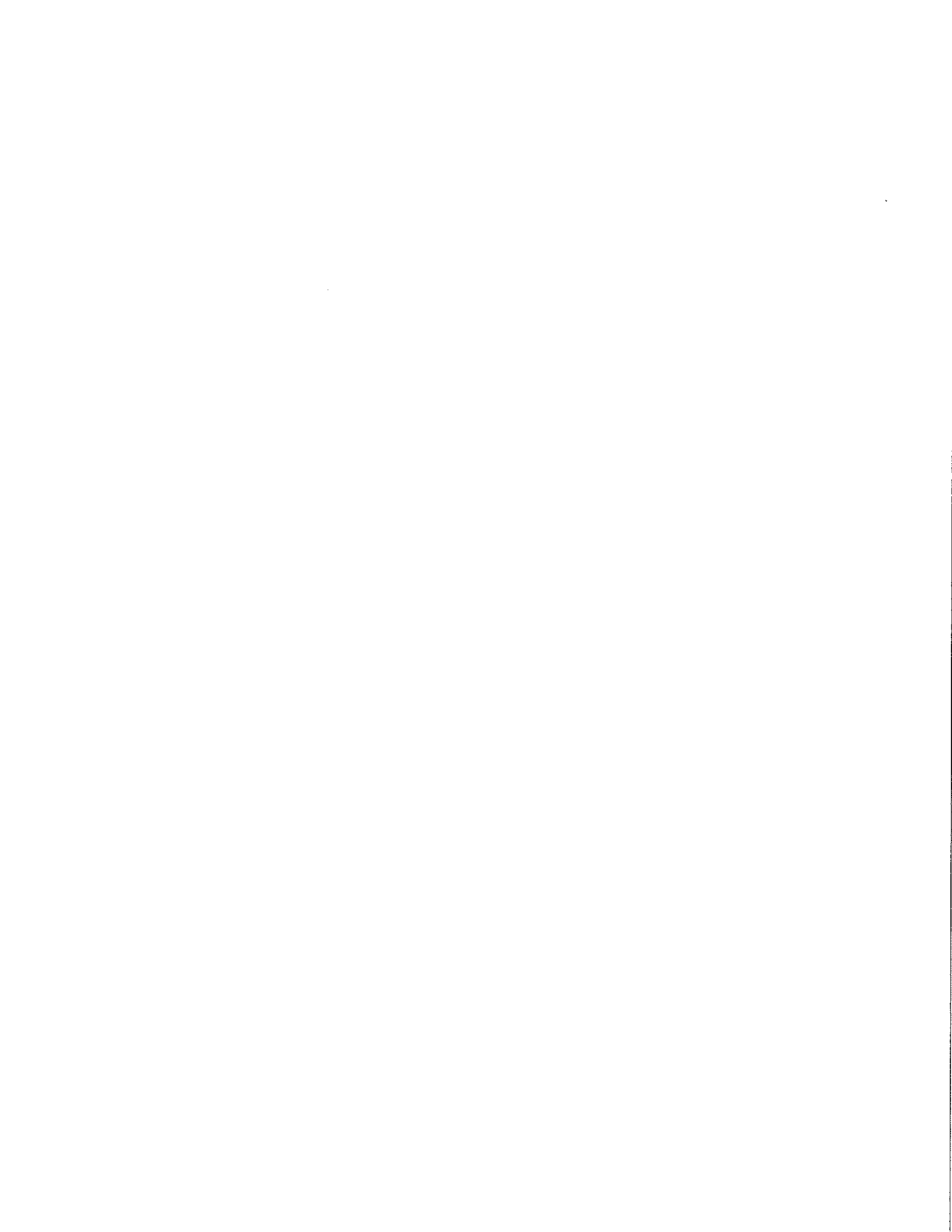
ADDENDUM # 2 for *Lynn Congiata M... ..*
Contract Document Holder of Record

Signature: *[Handwritten Signature]*

Date: *10/19/2010*

Please return to Sabrina Baglieri, Calvin Giordano & Associates, by facsimile (FAX).
Fax Number (954)-921-8807. TELEPHONE (954) 921-7781.
Email- sbaglieri@calvin-giordano.com

[Handwritten mark]



ACKNOWLEDGMENT

ADDENDUM NO. 2
DESIGN BUILD SERVICES FOR 222 95TH STREET PARKING AREA
EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402

TO RFP DOCUMENTS

September 17, 2010

This addendum forms a part of the RFP Documents and modifies the original Contract Documents as noted. Acknowledge receipt of this Addendum in the space provided on the RFP Form. Failure to do so may subject the bidder to disqualification.

IN THE CONTRACT DOCUMENTS:

1. The RFP Opening date has been postponed to **Tuesday, September 21st 2010.**
2. There was a typo on the Pre-bid minutes in item 6 should read" 120 calendar days for final completion.
3. Additional information is forthcoming.

END OF ADDENDUM NO. 2





ADDENDUM No. 3

ACKNOWLEDGMENT

September 17, 2010

TOWN OF SURFSIDE

**DESIGN BUILD SERVICES FOR 222 95TH STREET
PARKING AREA EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402**

I *Christina Moore* have received the referenced
(Print Name)

ADDENDUM # 3 for *Lynt Construction Management*
Contract Document Holder of Record

Signature: *[Signature]*

Date: *9/17/2010*

Please return to Sabrina Baglieri, Calvin Giordano & Associates, by facsimile (FAX).
Fax Number (954)-921-8807. TELEPHONE (954) 921-7781.
Email- sbaglieri@calvin-giordano.com

[Handwritten mark]

ACKNOWLEDGMENT

ADDENDUM NO. 3
DESIGN BUILD SERVICES FOR 222 95TH STREET PARKING AREA
EXPANSION & IMPROVEMENTS
RFP #FY 2010-PW 402

TO RFP DOCUMENTS

September 17, 2010

This addendum forms a part of the RFP Documents and modifies the original Contract Documents as noted. Acknowledge receipt of this Addendum in the space provided on the RFP Form. Failure to do so may subject the bidder to disqualification.

IN THE CONTRACT DOCUMENTS:

1. Page 3 – noticing of addendums on Town website is **ELIMINATED**.
2. Page 1.1 – Insurance Requirement: supersedes earlier addendum. For Commercial General Liability it is now \$1M per occurrence; \$2M aggregate. NO “umbrella” for \$5M.
3. Page 14 – requirement to remove individual package meters and install a “multi-pay station” is **ELIMINATED**.

END OF ADDENDUM NO. 3



CERTIFICATE OF AUTHORITY

(IF CORPORATION) *1/1/00*

I HEREBY CERTIFY that at a meeting of the Board of Directors of *City of...*, a corporation organized and existing under the laws of the State of Florida, held on the *20* day of *Dec*, a resolution was duly passed and adopted authorizing (Name) as (Title) of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20 *00*

Print: *[Signature]*

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of Florida, held on the _____ day of _____, a resolution was duly passed and adopted authorizing (Name) as (Title) of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.

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

Partner: _____
Print: _____

CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Bid is authorized to sign bid documents on behalf of the joint venture. If there is no joint venture agreement each member of the joint venture must sign the Bid and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

CERTIFICATE OF AUTHORITY

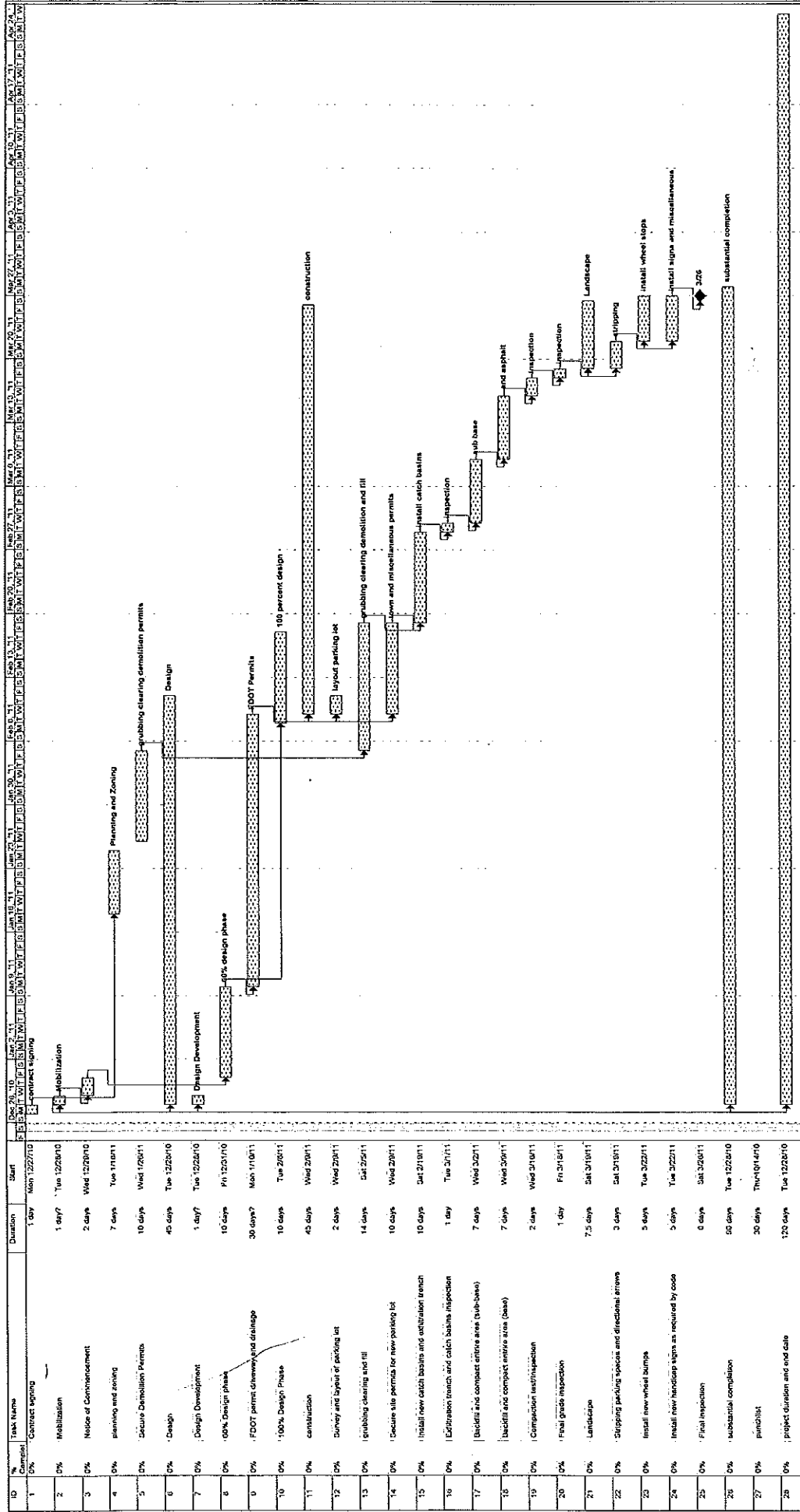
I HEREBY CERTIFY that, I (Name) _____ and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

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

Signed: _____
Print: _____

[Signature]





Summary Project Summary External Tasks External Milestone Deadline

Project Name: **Indigo Project2**
 Date: **Fri 12/24/10**

Task: **Task**
 Dept: **Dept**

Progress: Milestone:

(insert surface, Project2, Lynx)

Page 1

TO (OWNER): Town of Surfside
 Public Works Department
 9293 Harding Avenue
 Miami, FL 33154

PROJECT: 222 95th St Parking Area Improv. and Exp. APPLICATION NO: 01 Distribution to: X OWNER
 X CONTRACTOR
 X OWNER'S REPRESENTATIVE

PERIOD TO: 12/20/10

OWNER'S REPRESENTATIVE: Town of Surfside
 Fernando Rodriguez
 9293 Harding Avenue
 Miami, FL 33154

PROJECT NO 105626

CONTRACT FOR: Design-Build Services for 222 95th Street Parking Area Improvement and Expansion

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in	Previous months by Owner		
TOTAL			
Approved this Month	Date Approved		
Number			
TOTALS		\$	\$
Net change by Change Orders		\$	\$

Application is made for Payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 88,226

2. Net change by Change Orders..... \$ -

3. CONTRACT SUM TO DATE (Line 1±2)..... \$ 88,226

4. TOTAL COMPLETED & STORED TO DATE..... \$ 10,421
 (Column G on G703)

5. RETAINAGE:
 a. 10% of Completed Work \$ 1,042
 (Column D + E on G703)

b. % of Stored Material \$ -
 (Column F on G703)

Total retainage (Line 5a + 5b or Total in Column I of G703) \$ 1,042

6. TOTAL EARNED LESS RETAINAGE..... \$ 9,379
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate)..... \$ -

8. CURRENT PAYMENT DUE..... \$ 9,379

9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 78,847
 (Line 3 less Line 6)

State of: Florida County of: Miami-Dade
 Notary Public: Anel Diaz My Commission EE668770 Expires 05/04/2011

AMOUNT CERTIFIED..... \$ 9,379
 (Attach explanation if amount certified differs from the amount applied for.)
 by: OWNER'S REPRESENTATIVE Date:

OWNER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner's Representative certifies to the Owner that to the best of the Owner's Representative's knowledge, information and belief, the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CONTRACTOR: Lynx Construction Management
 by: Christopher M. Moran, PE Date: 12/20/10

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 01
 APPLICATION DATE: December 20, 2010
 PERIOD TO: December 20, 2010

A ITEM NO.	B DESCRIPTION OF WORK	C Contract Status		D Work Completed FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G : C)	I BALANCE TO FINISH (C - G)	J RETAINAGE 10%
		Initial Contract Amount	Change Order Adjustments							
GENERAL CONDITIONS										
	General Conditions	8,237.60		8,237.60	889.66		889.66	11%	7,347.94	88.97
	Bond	2,471.28		2,471.28	2,471.28		2,471.28	100%	0.00	247.13
	Insurance	1,235.64		1,235.64	1,235.64		1,235.64	100%	0.00	123.56
DESIGN										
	Pre-Design Phase	1,200.00		1,200.00	1,200.00		1,200.00	100%	0.00	120.00
	Concept Schematic Design	1,200.00		1,200.00	1,200.00		1,200.00	100%	0.00	120.00
	Advanced Schematic Design	1,500.00		1,500.00	1,500.00		1,500.00	100%	0.00	150.00
	Design Development	1,500.00		1,500.00	1,500.00		1,500.00	100%	0.00	150.00
	50% Construction Documents	1,500.00		1,500.00	1,500.00		1,500.00	0%	1,500.00	0.00
	90% Construction Documents	1,200.00		1,200.00	1,200.00		1,200.00	0%	1,200.00	0.00
	Permitting	0.00		0.00	0.00		0.00	0%	0.00	0.00
	100% Construction Documents	1,200.00		1,200.00	1,200.00		1,200.00	0%	1,200.00	0.00
	Construction Administration	360.00		360.00	360.00		360.00	0%	360.00	0.00
	Substantial Completion Deliverables	360.00		360.00	360.00		360.00	0%	360.00	0.00
	Final Completion Deliverables	240.00		240.00	240.00		240.00	0%	240.00	0.00
	Post Occupancy Inspection & Report	0.00		0.00	0.00		0.00	0%	0.00	0.00
	Not to Exceed Allowance for Reimbursable Expenses	240.00		240.00	24.00		24.00	10%	216.00	2.40
EXISTING CONDITIONS										
	Existing Conditions	8,000.00		8,000.00	400.00		400.00	5%	7,600.00	40.00
SITEWORK										
	Site fill and compact	15,000.00		15,000.00	0.00		0.00	0%	15,000.00	0.00
	Drainage	8,000.00		8,000.00	0.00		0.00	0%	8,000.00	0.00
	Asphalt	12,030.68		12,030.68	0.00		0.00	0%	12,030.68	0.00
	Concrete	4,000.00		4,000.00	0.00		0.00	0%	4,000.00	0.00
	Seal / Strip (new lot)	4,000.00		4,000.00	0.00		0.00	0%	4,000.00	0.00
	Landscaping	2,900.80		2,900.80	0.00		0.00	0%	2,900.80	0.00
ELECTRICAL										
	Electrical	6,000.00		6,000.00	0.00		0.00	0%	6,000.00	0.00
APPROVED ALTERNATES										
	Alternate 1 - Reseal and re-stripe the existing pavement	4,095.00		4,095.00	0.00		0.00	0%	4,095.00	0.00
	Alternate 2 - Pressure wash and paint existing curb areas	1,755.00		1,755.00	0.00		0.00	0%	1,755.00	0.00
	TOTALS FOR IN CONTRACT ITEMS	88,226.00	0.00	88,226.00	10,420.58	0.00	10,420.58	11.81%	77,805.42	1,042.06
TOTALS FOR ALL ITEMS										
		88,226.00	0.00	88,226.00	10,420.58	0.00	10,420.58	11.81%	77,805.42	1,042.06



ACORD™ INSURANCE BINDER

DATE
12/23/2010

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER Collinsworth, Alter, Fowler & French LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	PHONE (A/C, No, Ext): (305)822-7800 FAX (305)558-4294	COMPANY Crum & Forster	BINDER # B10122311908
CODE:	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID: INSURED 00012389 Lynx Construction Managment, LLC 1430 South Dixie Highway Suite 314 Coral Gables, FL 33146	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)		

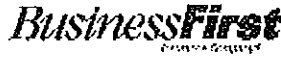
COVERAGES		LIMITS			
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT	
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC					
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500. BI & PD DED	Blanket Additional Insured Included Primary/Non-Contributory Endorsement Waiver of Subrogation Included Per Occurrence Incl ALAE RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 1,000,000 \$ 50,000 \$ Excluded \$ 1,000,000 \$ 2,000,000 \$ 2,000,000	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT OTHER	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
SPECIAL CONDITIONS/ OTHER COVERAGES Subject terms and conditions subject to actual policy wording. 100% Minimum & Deposit (No RP @ Audit)				FEES TAXES ESTIMATED TOTAL PREMIUM	

NAME & ADDRESS

	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE Michael Nielson/TERESA	



Lynx Worker's Comp Insurance



CERTIFICATE OF INSURANCE

RE : 0521-04038
ISSUED TO : Town of Surfside

8293 Harding Ave
Surfside, FL 33164

Producer : Joseph P. Dufour
Company : Automatic Data Processing
Insurance Agency
Address : 1 ADP Blvd.
Roseland, NJ 7088
Phone : (800) 524-7024

This is to certify that Lynx Construction Management, LLC, 899 Brickell Avenue, Suite 700 Miami, FL 33131-3024, being
subject to the provisions of the Florida Workers' Compensation Law, has secured the payment of any workers' compensation
benefits due by insuring their risk with the BusinessFirst Insurance Company.

POLICY NUMBER: 0521-04038 Statutory Limits -- State of Florida
Employers Liability
EFFECTIVE DATE: November 02, 2010 100,000 (Each Accident)
100,000 (Disease--Each Employee)
EXPIRATION DATE: November 02, 2011 600,000 (Disease--Policy Limit)

Job: 222 96th street parking area expansion & improvements

This certificate is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be
construed as amending, extending, or altering coverage not afforded by the policy shown above or affording insurance to any
insured not named above.

The policy of insurance listed above has been issued to the named insured for the policy period indicated. Notwithstanding
any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance made
available by the described policy in this certificate is subject to only the terms, exclusions and conditions of such policy. Paid
claims may have reduced the shown limits.

If the policy described above is cancelled before the expiration date indicated, the issuing company will endeavor to mail 30
days' written notice to the certificate holder named above, although if cancellation is for nonpayment of premium, then the issuing
company will endeavor to mail 30 days' written notice to the certificate holder. In any event, the issuing company, its agents, and
representatives accept no obligation or liability of any kind for failure to mail such notice.

Date: September 14, 2010

Handwritten signature of Carol Spivey

Authorized Signature

P.O. Box 900 • Lutzland, FL 33002-0900 • 1-800-201-7640 • (863) 665-6160 • Fax (863) 668-1950

Automatic Data Processing Insurance Agency, Inc. People Who Know Workers' Comp

Submit all correspondence to the above address.

www.adp.com

Handwritten signature

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Lynx Construction Management, LLC
999 Brickell Ave., Ste. 700, Miami, FL 33131

as Principal, hereinafter called the Principal, and Old Republic Surety Company
P. O. Box 1635, Milwaukee, WI 53201

a corporation duly organized under the laws of the State of WI

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Surfside
9293 Harding Ave., Surfside, FL 33154

as Obligee, hereinafter called the Obligee, in the sum of Twenty Percent of Amount Bid
Dollars (\$ 20%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Design Build Services for 222 95th Street Parking Area Expansion & Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of September, 2010

Mary Travis
(Witness)

Lynx Construction Management, LLC

(Principal) (Seal)
By: [Signature]
(Title)

Elizabeth Go
(Witness)

Old Republic Surety Company

(Surety) (Seal)
By: [Signature]
Attorney-in-Fact Brett Rosenhaus (Title)

[Signature]

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

BRETT M. ROSENHAUS, JASON B. KATZ, OF LAKE WORTH, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE MILLION DOLLARS (\$5,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

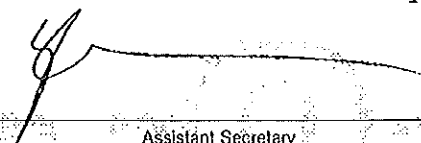
RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

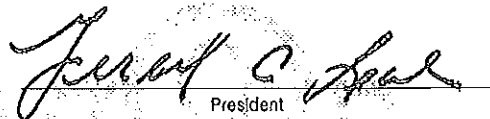
IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of MAY, 2010.



Assistant Secretary



OLD REPUBLIC SURETY COMPANY

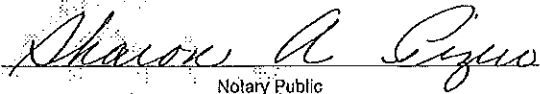


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 12TH day of MAY, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.





Notary Public

My commission expires: 12/02/2012

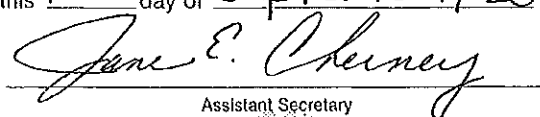
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2398



Signed and sealed at the City of Brookfield, WI this 17th day of September, 2010

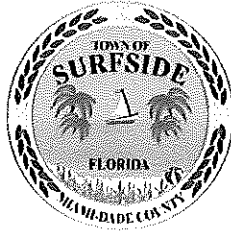


Assistant Secretary

NIELSON, ROSENHAUS & ASSOCIATES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

7



Town of Surfside Commission Communication

- Agenda Item #** 9A
- Agenda Date:** January 18, 2011
- Subject:** Proposed FY 2011-2012 Budget Calendar
- Objective:** To propose and receive direction the attached proposed FY 2011-2012 Budget Calendar.
- Recommendation:** It is recommended that the Town Commission approve the FY 2011-2012 calendar, subject to comment and discussion (Attachment A).
- Background:** Budget preparation begins in February and is designed to assist Town's Management in the development of short-term and long-term plans to meet policy and legal directives. Appropriately, the Town Commission provides policy directives which are the principal focus of each budget process. Further, there is a need to recognize our residents as well as our commercial business concerns relative to the budget and obtain their input to the maximum extent feasible.
- Analysis:** Budget preparation begins with the development of instructions and general policy directives to Departments. Documents and policies resulting from discussions are then presented to each department as a means of soliciting their identified needs and resources. Departments are responsible for identifying, researching, developing, and submitting requests for operating funds, any new programs, capital improvements, and personnel changes.
- The Town of Surfside develops operating costs based on a zero-based budget model. Departments are encouraged to review prior spending as a way of reminding themselves of on-going obligations. However, each request for funding must be accompanied by a detailed justification. Further, revenue projections must be accurate and reflect the current economy. Accordingly, we will also be able to utilize the long-term guidance of the Five-Year Financial Plan currently under review.

For Budget calendar FY 2011-2012, it is proposed that a high level, "kick off" briefing to Town Commission be added during the February regular Commission meeting that will provide a current budget update and implications for the forthcoming budget. Thereafter, during May, the Commission will be updated, provide direction on policy assumptions and modifications/revisions to program priorities during a workshop that will also provide a forum for community input. In June, the funding recommendations are assembled, reviewed, and then presented to the Town Manager. After these steps, the budget documents are assembled and prepared for distribution.

It is important to note that several periods of revision are required as the Miami-Dade Property Appraiser does not release certified rates until July 1 and the Florida Department of Revenue does not anticipate finalizing its projections until mid June – July.

During mid-to-late July, the Town Manager meets with the Town Commission to formally present the proposed budget document and to solicit further Commission policy direction. These discussions take place over two budget workshops. The public is invited to attend and participate, but the meeting is not considered a public hearing. The budget workshops also provide an opportunity for the Town Commission to seek clarification on proposed items, often from Department Directors, and to provide further policy direction to the Town Manager.

In regards to our Enterprise funds it is proposed that, at the regular Commission meeting of August 9th, 2011, an Ordinance pertaining to rate adjustments, as determined by our independent rate model, will be introduced to our Water and Sewer Fund. Also, a Resolution to adjust rates may be necessary to our Stormwater Fund, depending on financing.

Two public hearings are conducted to obtain further community comments prior to September 30th. The final budget and millage rate are adopted by resolution at the second public hearing scheduled for Thursday, September 22, 2011 at 5:01pm. At these meetings the budget document becomes the agreed resource allocation plan for the coming fiscal year. A summary budget document is adopted by the Town Commission to provide appropriations to fund the budget allocation plan. Additionally, there will also be an amendment to the Five Year Financial Plan to move it one year into the future. Finally, a new dimension to the budget is planned by providing unit cost data for primary services within each department. This will allow the Town Commission to weigh cost-benefit relationships of various services in order to make adjustments based on real data and availability of resources given the current economic climate.

Budget Impact: N/A

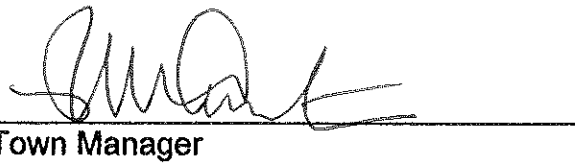
Growth Impact: N/A

Staff Impact: All Department Directors will be impacted necessitating their input/feedback throughout the entire Budget process.



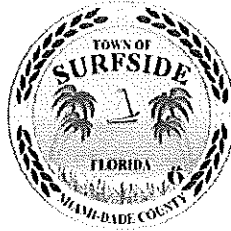
Matthew Sheehan

Finance Support Services Dept.



Town Manager

Proposed Budget Calendar for FY 2011-2012	
as of January 18, 2011	
Tuesday, February 01, 2011	Finance meets with Town Manager for General Direction
Tuesday, February 08, 2011	High Level Briefing to Town Commission- current budget status and implications for FY 2011-2012 budget
Tuesday, February 15, 2011	Budget Kick-Off with Department Heads
Tuesday, March 01, 2011	Department Description, Accomplishments, and Objectives Due from Department Heads
Friday, March 11, 2011	Fringe Benefits/Salary Information Due From HR
Tuesday, March 15, 2011	Departmental Capital Improvement and Program Modification Requests Due
Tuesday, March 22, 2011	Departmental operating and capital outlay requests and justification due
Friday, March 25, 2011	Departmental Revenue Estimates Due
Monday, March 28, 2011	Departmental Meetings (9 - 10:30 am; 10:45 - 12:15PM; 12:45 AM - 2PM)
Tuesday, March 29, 2011	Departmental Meetings (9 - 10:30 am; 10:45 - 12:15PM; 12:45 AM - 2PM)
Wednesday, March 30, 2011	Departmental Meetings (9 - 10:30 am; 10:45 - 12:15PM; 12:45 AM - 2PM)
Wednesday, April 13, 2011	Finance meets with Town Manager (preliminary condition assessment/recommendations/modifications)
Tuesday, May 03, 2011	Manager's Staff Meeting - Preview Workshop
Tuesday, May 10, 2011	Update for Town Commission regarding Budget and Community Workshop (5 PM)
Friday, May 13, 2011	Finance meeting with Town Manager (Identify modifications post Commission Direction) 10AM
Wednesday, June 01, 2011	Preliminary Tax roll information available from Property Appraiser
Monday, June 13, 2011	Draft Proposed FY 2012 Budget Book Distributed
Friday, June 17, 2011	Comments / Corrections Due on Draft - Manager / Departments
Monday, June 20, 2011	Final Proposed Budget Finished and Printing begins
Friday, July 01, 2011	Proposed FY 2012 Budget Available to Commission
Friday, July 01, 2011	Certified Taxable Values Received from Property Appraiser
Tuesday, July 12, 2011	Preliminary Millage Rate Adoption at Regular Commission Meeting
July/August	Notice for First Public Hearing through TRIM notice
Tuesday, July 19, 2011	First Budget Workshop on Proposed Budget - Mayor and Town Commission (Community Invited)
Tuesday, July 26, 2011	Second Budget Workshop on Proposed Budget - Mayor and Town Commission (Community Invited)
Tuesday, August 9, 2011	Proposed Enterprise Funds rate adjustment Ordinance/Resolutions introduced for FY 2011-2012 during August Regular Commission Meeting
Unknown - September	Budget Hearings for Miami-Dade School Board
Unknown - September	First Miami-Dade County Budget Hearings
Tuesday, September 06, 2011	SURFSIDE: date for first public hearing and Tentative Budget and Millage Adoption (5:01 PM)
Friday, September 09, 2011	Anticipated Deadline for Neighbor's Section Advertisement
Tuesday, September 13, 2011	SURFSIDE: September Regular Commission Meeting
Saturday, September 17, 2011	First Date which notices can run for second public hearing
Tuesday, September 20, 2011	Last Date for advertisements to run for second hearing
Thursday, September 22, 2011	SURFSIDE: date for Final public hearing on Millage and the Budget (5:01 PM)



Town of Surfside Commission Communication

Agenda Item #: 9B

Agenda Date: January 18, 2010

Subject: Maranon Property – 9255 Abbott Ave

Objective: To receive final direction from the Town Commission relative to the Maranon property

Background: The Maranon property has been a subject of contention since 2002, nearly ten years. The bottom line is that through the original code enforcement actions by one Commission and their Manager and subsequent actions to rectify what was perceived by a second Town Commission and Manager to be unjust actions of the previous Town Commission, the Town has spent approximately \$700,000 for a property that is now appraised by the Miami Dade County Property Appraiser at \$179,376. Two separate independent appraisals were obtained by the Town, the first in December 9, 2009 (\$325,000) and the second in October 20, 2010 (\$298,000). The value suggested in these two appraisals is more than either the Miami Dade County Property Appraiser or the competitive sales effort described below has produced.

Direction was given by the Town Commission at the October 12, 2010 meeting to dispose of the property. To that end, the property was advertised in the Miami Herald and in the Daily Business Review for competitive bids. A mandatory tour of the property was held and five potential bidders were present. When the bids were opened, only one bidder provided a valid bid of \$181,000 with appropriate deposits and documents. The marketing effort by the Town was significant with every real estate firm in Surfside directly contracted to generate interest. The Town Manager has contacted the sole bidder to determine if the bid amount could be increased and he has agreed to raise his bid to \$188,000. It is also important to thank Surfside resident Tony Blate, who spent quite a bit of time briefing the Town Manager on the history of this parcel.

Some Observations: A process which transpires over more than one seated Town Commission, Town Attorney and Town Manager based on a change in philosophy is rarely, if ever, one with a cost effective outcome. In this case it will not be beneficial to cast blame other than to say that the current Town Commission is attempting to make the best of a bad situation in the worst real estate market and economy in many years. I believe the intention of this Commission, Town Manager, and Town Attorney is to resolve this contentious and divisive issue in the hopes of healing the community.

We have negotiated a better price. If this approach is authorized by the Town Commission, we will have approximately \$188,000 in cash to allocate for needed projects or to increase reserves or a combination of both. Keep in mind that the \$700,000 is sunk cost. Approximately \$340,000 went to satisfy mortgages, \$300,000 went to legal fees and \$60,000 is an estimated amount for various Town costs over the years.


A second approach would be to repair the property and put it in the rental market. Paul Gioia has estimated the cost to be approximately \$70,000 since all bathrooms and the kitchen and windows would have to be replaced. Additionally there are structural repairs required. The house rental should bring approximately \$2,300 monthly. If we paid a property manager ten percent and this house became taxable, repair cost recovery would probably require five years if rented the entire time. This would allow for the market value to recover (hopefully) and the property could then be sold.

A third alternative would be to make the investment in repairing the residence and provide the home to the current and future Town Managers. In order to potentially avoid ad valorem taxes, the Town Manager's employment agreement would have to be amended to require residence in the Town of Surfside. The benefits of the Town Manager living in the Town are clear and the decision could be made in the future to sell the property if and when this decision becomes appropriate. This too would require an investment of approximately \$70,000 to fix up the property to make it habitable and would represent an indirect remuneration to any Town Manager. As your Manager, I am not advocating this alternative, however, some of you have mentioned the possibility of moving to Surfside as beneficial to the Town.

Summary: Staff and the current Town Commission are attempting to resolve a long term problem that none of us created. Nevertheless in public life we must accept the responsibility to make the best decision possible given a difficult set of facts. To that end, three alternatives are presented:

1. Sell the Maranon property at the maximum amount negotiable with the sole bidder above the \$188,000 bid amount. The use of the funds will be determined at a later date after the closing.
2. Renovate the property at a cost not to exceed \$70,000 and put it in the rental market with a five year estimated return on the additional investment and then determine whether or not to sell the property based on market conditions.
3. Reach the conclusion that the Town Manager living in Surfside would be a benefit and that providing a residence would be a good use for the Maranon property with the decision to sell or continue the practice to be made at a future date.

Staff looks forward to your direction so that this saga will be brought to an end.



Department Head



Roger M. Carlton, Town Manager



Town of Surfside

Agenda Date: January 18, 2011

Subject: Downtown Vision Process Update

From: Roger M. Carlton, Town Manager

Attached is a status report from Tourist Bureau Director Duncan Tavares relative to the Downtown Vision Process which has appeared in a point of light over the past months.

Please review the proposed members of the Advisory Committee and the subjects which will be discussed. The goal is to complete the process in three months, using in-house staff, in order to bring a report to the Town Commission no later than your May meeting.

Your input during the January 18, 2011 Town Commission Meeting regarding the appointments and the discussion items will be very much welcomed.


A handwritten signature in black ink, appearing to read "Roger M. Carlton", is written over a horizontal line.

Roger M. Carlton, Town Manager

Memorandum

To: Roger Carlton / Town Manager

From: Duncan Tavares / Tourist Bureau Director



Date: 1/10/2011

Re: Downtown Vision Process Update

Advisory Committee:

- Scarlet Tenen, Planning & Zoning Chair
- Eli Tourgeman, Tourist Board Chair
- David Steinfeld, Beautification Committee Chair
- Ken Arnold, Former Chair Charrette Committee
- Sergio Castion, Surfside Business Association Representative / Condotti Mens Clothing Store Owner
- Ighal Goldfarb, 9520 Harding Avenue Building Owner
- Shep Edelstein, Best Western Oceanfront Resort Owner
- Andy LaBrada, Onarga Apartment Hotel and Event Company Owner
- Jenny Skordilis, The Greek Place
- Jessica Weiss, Serendipity Yogurt Cafe
- Leeann Roth, Luxe Skin Bar Store Owner
- Julia Bacek, Surfside Civic Association / Single Family Home Representative
- Sharon Levy, Home Business Operator / Single Family Home Representative
- Louis Cohen, President of Marbella Condominium Association
- Jackie Murphy, Condominium Resident
- Julie Gordon, Condominium Resident

Discussion of Initiatives for Downtown Success:

- 1) Forming a public-private partnership
 - Partnering with neighboring communities
- 2) Completing a downtown vision
- 3) Produce a market driven business plan
 - Identify your customer base and potential new customers
 - Identify their wants and needs today and in the future
- 4) Develop and market your downtown's unique niche
- 5) Attract new targeted businesses through outreach and hosting/site visits
- 6) Counsel existing businesses on their business plans

January 10, 2011

- 7) Conduct on-going focus groups to provide direction
- 8) Create small scale downtown housing
- 9) Create on-going formal marketing and public relations campaigns
- 10) Incorporate management techniques from the malls – managing a downtown as a business:
 - Forge partnerships
 - Assign someone as a liaison
 - Produce a leasing plan including minimum standards for hours of operation
 - Focus on maintenance issues
 - Identify funding sources
 - Provide sufficient parking and other public services

Design Preferences Discussion Points:

Buildings: What is attractive? What to change?

Colors

Signage

Landscaping / Pedestrian friendly additions

Side walks

Crosswalks

Create a central theme or brand

Are there motivational factors to assist in compliance?

Should a “demonstration” building façade be created?

Forging a partnership with neighboring communities

Pedestrian friendly vs high visibility

Traffic calming

Economic Development Objectives for Downtown:

- Stimulate new activity / Encourage new businesses that will generate Resort Tax for the Town
- Preserve and stimulate existing businesses
- Diversify the economic base
- Remove barriers for change/growth
- Encourage new businesses that broaden the service offering
- Create an organization that is well funded to enhance the vision





Commission Communication

Agenda Date: January 18, 2011

Subject: Discussion of Performance Based Salary Adjustments

Objective: To develop a system which relates salary adjustments to performance review and goal attainment.

Background:

The Mayor and Members of the Town Commission have expressed concern that the traditional governmental procedures for rewarding government employees are not tied to performance and the current difficult economic times. Over many years the Town of Surfside has routinely granted a merit increase (only recently using evaluation forms for general employees, police and management; Attachments 1, 2, and 3 respectively) and a cost of living increase (COLA) based on the annual budget process for non-union employees and based on the bargaining process for union employees.

When times are good, these two increases, which cumulatively could be as much as 10% were granted without consideration for value added by employees to the outcomes established in the annual budget process or in the expectations of the elected officials and citizens. While we are not experiencing good economic times, there is still a need to adequately compensate our employees for their contribution to goal attainment and to remain competitive with similar communities. By no means does this mean that our employees should expect increases. It simply means that our current system is not fully performance based and should be upgraded.

The recommendation to better align compensation with goal attainment is:


- Combine the traditional COLA and merit reviews into four (4) distinct merit pools:
 1. For the members of the Fraternal Order of Police (FOP) to be achieved through collective bargaining with the April reopener.
 2. For non-union employees;
 3. For the management group (7 department heads and the Assistant Chief of Police).
 4. For the contractual management group (Town Manager, Town Attorney and Chief of Police).


The amount of the merit pool is determined during the budget process and may be based on many factors including the economy, the financial situation of the Town, the consumer price index (CPI), competitive / retention issues for key employees, any changes to benefit levels / costs and equity within the Town's pay scales.

The merit pool amount may be distributed to the included employees based on revised performance evaluation forms specific to the members of each pool. Department directors clearly understand that there is a total amount they have to distribute and it is for all employees in the category. There is also fairly large range of increases that the employee can get, however, under performers may not get anything and high achievers may get more than the norm. Except for employees of the Town Commission, the Town Manager would review all increases, in order to make sure that increases truly relate to performance and goal attainment.

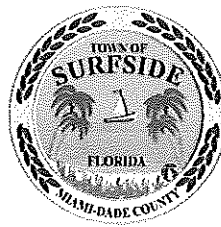
Merit based performance evaluation is only successful if goals are established early in the fiscal year. Those goals are measurable and relate to items incorporated in the budget or personal performance expected of the employee. The merit pool concept evokes thoughtful distribution of increases by the Department Director.

If this method is adopted, neither COLA nor merit would be automatic and it should be acknowledged that such an evolution must be bargained with the Fraternal Order of Police. There must also be significant training for the employees to ensure buy-in and fairness of implementation. Should the Town Commission accept this concept for salary adjustment based on performance review, further details will be provided in a future report.


Department Head


Roger M. Carlton, Town Manager

Attachments (3)



EMPLOYEE PERFORMANCE EVALUATION

Name: (Last)	(First)	(Initial)	Period Covered
			From: to:
Status:	If Probation Date Ends:		Other:
Department:	Position Title:		Date:

REASON FOR REVIEW:

- Merit Increase
 Status Change
 Annual Review
 Other

It is understood that the importance of each category will vary with job classification and department. Explain your rating in terms of performance in each category. Mark the appropriate box. Use additional sheets if necessary.

1. QUANTITY OF WORK: Includes amount of work performed.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
 Explain Why:

2. QUALITY OF WORK: Includes accuracy, achievement of objectives, effectiveness, initiative and resourcefulness, and neatness of work product.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
 Explain Why:

3. WORK HABITS: Includes attendance, observation of work hours, completion of work on schedule, compliance with rules, policies, and directives, safety practice and use of tools and equipment.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
 Explain Why:

4. INTERPERSONAL SKILLS: Includes participation and teamwork; working cooperatively with the public; peers and subordinates; accepting advice and counseling from superiors.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
Explain Why:

RATER'S OVERALL EVALUATION – Only one rating factor to be checked. **Total Rating** ____ **by #of Items rated** ____ = ____ **Overall Rating**

- 1- Unsatisfactory:** Performance is inadequate and must be corrected.
- 2-Needs Improvement:** Performance does not fully meet job requirements as indicated below.
- 3-Good:** Employee is performing as required and expected in a satisfactory manner.
- 4-Very Good:** Performance surpasses job requirements.
- 5- Outstanding:** Consistently conspicuous, distinguished performance. Employee displays initiative and creativity. Employee has substantially enhanced department efficiency and/or effectiveness.

If an employee is eligible for a merit increase, check the following: Granted Deferred, re-evaluate in ____ months.

If an employee is eligible for permanent status, check the following: Granted Denied Extended ____

WAYS THE EMPLOYEE CAN OR MUST IMPROVE PERFORMANCE: (If overall rating is Needs Improvement or Unsatisfactory, a written plan of action for improvement must be included in this section. Use additional sheets if necessary).

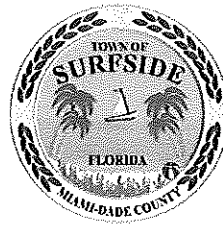
This report is based on my observations, knowledge of employee's performance and review of applicable information. It represents my best judgment of the employee's performance.

RATER'S SIGNATURE: _____ **DATE:** _____
PRINT NAME: _____ **TITLE:** _____
TOWN MANAGER'S SIGNATURE: _____ **DATE:** _____

I acknowledge that I received a copy of this evaluation. I have had an opportunity to discuss it with my supervisor. In signing the evaluation, I do not necessarily agree with the conclusions. I understand that I may write my comments below or on another sheet of paper.

EMPLOYEE COMMENTS:

EMPLOYEE'S SIGNATURE: _____ **DATE:** _____



**EMPLOYEE PERFORMANCE EVALUATION
POLICE DEPARTMENT**

Name:	(Last)	(First)	(Initial)	Period Covered
				From: _____ to: _____
Status:	If Probation Date Ends:		Other:	
Department:		Position Title:		Date:

REASON FOR REVIEW:

- Merit Increase
 Status Change
 Annual Review
 Other

It is understood that the importance of each category will vary with job classification and department. Explain your rating in terms of performance in each category. Mark the appropriate box. Use additional sheets if necessary.

1. QUANTITY OF WORK: Includes amount of work performed.

- RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
- Explain Why:

2. QUALITY OF WORK: Includes accuracy, achievement of objectives, effectiveness, initiative and resourcefulness, and neatness of work product.

- RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
- Explain Why:

3. WORK HABITS: Includes attendance, observation of work hours, completion of work on schedule, compliance with rules, policies, and directives, safety practice and use of tools and equipment.

- RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
- Explain Why:

4. INTERPERSONAL SKILLS: Includes participation and teamwork; working cooperatively with the public; peers and subordinates; accepting advice and counseling from superiors.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
Explain Why:

5. COMMUNICATION: Includes preparing clear and concise reports and correspondence

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
Explain Why:

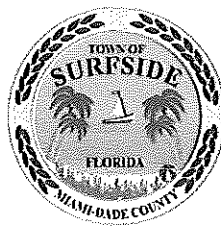
RATER'S OVERALL EVALUATION – Only one rating factor to be checked. Total Rating ____% by #of items rated
____ = ____ Overall Rating

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If an employee is eligible for permanent status, check the following: Granted Denied Extended _____

WAYS THE EMPLOYEE CAN OR MUST IMPROVE PERFORMANCE: (If overall rating is Needs Improvement or Unsatisfactory, a written plan of action for improvement must be included in this section. Use additional sheets if necessary).



MANAGEMENT PERFORMANCE EVALUATION

Name: (Last)	(First)	(Initial)	Period Covered
			From: to:
Status:	If Probation Date Ends:		Other:
Department:	Position Title:		Date:

REASON FOR REVIEW:

Merit Increase
 Status Change
 Annual Review
 Other

It is understood that the importance of each category will vary with job classification and department. Explain your rating in terms of performance in each category. Mark the appropriate box. Use additional sheets if necessary.

1. ACHIEVEMENT OF OBJECTIVES: Includes productivity of the unit and accomplishing unit goals.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding

Explain Why:

2. DECISION MAKING AND JUDGEMENT: Includes assigning tasks, responding to work problem in a timely and effective manner, assessing and establishing priorities, and identifying and evaluation problem areas and problem solving skills.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding

Explain Why:

3. PERSONNEL DEVELOPMENT: Includes orienting new employees, recommending training and/or development programs, counseling and motivating employees.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
Explain Why:

4. PLANNING AND ORGANIZING: Includes designing realistic short and long term goals, optimizing time, personnel, equipment, and material resources, clearly defining responsibility and developing standards for the work unit.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
Explain Why:

5. INTERPERSONAL SKILLS: Includes encouraging participation and teamwork; working cooperatively with the public, peers, and subordinates; accepting advice and counseling from superiors.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
Explain Why:

6. COMMUNICATION: Includes preparing clear and concise reports and correspondence

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
Explain Why:

7. ADMINISTRATIVE POLICY AND PROCEDURE: Includes understanding and implementing Town Code, Policies and procedures, safety regulations and Administrative orders.

RATING: 1-Unsatisfactory 2-Needs Improvement 3-Good 4-Very Good 5-Outstanding
Explain Why:

RATER'S OVERALL EVALUATION – Only one rating factor to be checked. **Total Rating** ____% by #of Items rated
____ = ____ Overall Rating

- 1- Unsatisfactory:** Performance is inadequate and must be corrected.
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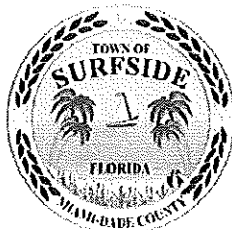
This report is based on my observations, knowledge of employee's performance and review of applicable information. It represents my best judgment of the employee's performance.

RATER'S SIGNATURE: _____ **DATE:** _____
PRINT NAME: _____ **TITLE:** _____
REVIEWER'S SIGNATURE: _____ **DATE:** _____
PRINT NAME: _____ **TITLE:** _____
TOWN MANAGER'S SIGNATURE: _____ **DATE:** _____

I acknowledge that I received a copy of this evaluation. I have had an opportunity to discuss it with my supervisor. In signing the evaluation, I do not necessarily agree with the conclusions. I understand that I may write my comments below or on another sheet of paper.

EMPLOYEE COMMENTS:

EMPLOYEE'S SIGNATURE: _____ **DATE:** _____



Town of Surfside Commission Communication

Agenda Item #: 9F

Agenda Date: January 18, 2010

Subject: Legislative Principles

Objective: Attached is the final proposed Legislative Principles recommendation from consultant Fausto Gomez. The Town Commission was briefed by Mr. Gomez at the December 14, 2010 meeting. We will discuss any concerns or clarification you have.

Department Head



Town Manager

Town of Surfside Legislative Principles

- State Government should focus on state-level issues and allow cities to operate with minimal state interference. The Town of Surfside will oppose legislation that increases the involvement of state government in municipal affairs and preempts local governing prerogatives.
 - For Florida's economy to prosper, cities need to succeed. The Town of Surfside will promote state investments in municipal infrastructure in order to create jobs and promote municipal revitalization. This will include funding for water, wastewater and stormwater improvements, local transportation projects, park and recreational activities, and green technologies and energy-saving and energy conservation initiatives.
 - State Government should not be allowed to continue disrupting the relationship between citizens and their city elected officials' authority to make decisions impacting the provision of municipal services and quality of life. The Town of Surfside will oppose additional arbitrary limits on property assessments, municipal expenditures, and local revenues.
 - State Mandates should be funded with state resources and should not tap local tax dollars. The Town of Surfside will fight against unfunded mandates and support policies that require full funding of state initiatives and mandates to cities.
-

Legislative Priorities

APPROPRIATIONS

- The Town of Surfside supports grant and legislative line item funding that enhances local financial capacity to address water resource and water supply development. The City further supports enhanced funding of the Water Protection and Sustainability Program within the Department of Environmental Protection for comprehensive water supply infrastructure needs.
- The Town of Surfside will support legislation that provides proportionate, dedicated and recurring revenue sources for municipal and regional transportation projects to ensure that local conditions and needs are addressed. This includes legislation that:
 1. Alters the current taxing authority to authorize cities to levy – by referendum – up to 2 cents of the existing 5-cent local option gas tax authorized by statute;
 2. Authorizes the Florida Department of Transportation to increase funding to support local and regional transportation and transit alternatives; and
 3. Prohibits the transfer of State Transportation Trust Funds for non-transportation purposes.
- The Town of Surfside supports continued funding for the Florida Forever Program and the Florida Recreation Development Assistance Program (FRDAP).

The Florida Forever Program has helped local governments purchase land for parks, recreation, open space and conservation. During the last legislative session, Florida Forever was appropriated \$15 million after it was not funded during the 2009-10 Fiscal Year. Funding for the Surfside Park Waterfront Expansion was secured in 2008 in the amount of \$3,878,000 but those dollars were never used.

The Florida Recreation Development Assistance Program (FRDAP) is a successful funding vehicle for local government park development and recreational efforts and has helped leverage local dollars. FRDAP was funded at a nominal level this fiscal year after it was also not funded during the 2009-10 Fiscal Year.

- The Town of Surfside supports full funding of statewide beach renourishment activities at the \$30 million level.
- The Town of Surfside will support legislation that strengthens the prohibition on existing and new unfunded mandates, requires enhanced staff analyses of quantification of the costs to cities, and ensures full state funding sources be assigned whenever unfunded mandates are identified.

LEGISLATION

- *People's Transportation Plan – Half Cent Sales Tax Surtax for Transportation*
The Town of Surfside supports amendments to Sec. 212.055, F. S. to clarify that when a charter county revises interlocal agreements to include any new municipalities, that the new municipalities are to be funded their pro rata share from the portion of the surtax allocated for use in the unincorporated area of the county, or for countywide services, and further clarifying that funding newly incorporated municipalities from the portion of the surtax dedicated to existing municipalities is expressly prohibited.
- *Online Hotel Tax Collections*
The Town of Surfside supports amendments to Florida law to expressly provide that online internet travel firms be required to pay sales and tourist-related taxes on the full price of rooms they reserve for customers.
- *Speedometer Calibration*
The Town of Surfside supports legislation that eliminates the requirement that police unit speedometers be calibrated two times per year, now that speedometers are electronic and recalibrate each time the vehicle is started, and no adjustments can be made to the unit. The required calibration is a significant expense to local and state governments.
- *Revenue Restrictions (TABOR)*
The Town of Surfside opposes state-mandated revenue or expenditure caps. State-mandated caps usurp the home rule powers of municipal residents to self-determine the form of their government and their desired level of service. A cap would be unworkable for any level of government in Florida, unless such proposal, at a minimum:
 1. Applies to either revenues or expenditures, but not both;
 2. Includes a "time-out" provision in case it becomes necessary to suspend the cap proposal due to unusual economic circumstances; and
 3. Reflects the true level of inflation incurred by Florida governments in providing services. Further, if the Legislature chooses to reject home rule and instead mandate caps on local governments, any such proposal should, at a minimum, exclude any resources committed to complying with a mandate imposed by another level of government and apply equally to the state and all types of local governments.
- *Municipal Police Officers Pension Plans*
The Town of Surfside will support legislation that provides comprehensive municipal police officer pension reform. Any comprehensive pension-reform package should, at a minimum, address the following:

1. Require that determinations of average final compensation in defined-benefit pension plans include salary only, and do not include pay for overtime, unused leave time or any other additional payments;
2. Allow recipients (cities and special districts) of insurance premium tax revenues to use these funds to pay for the costs of current plans and to lower required plan contributions from the plan sponsor;
3. Allow cities to convert police officer defined-benefit pension plans to the Florida Retirement System (FRS) or another type of plan without losing insurance premium tax revenues;
4. Allow cities desiring to place their public safety officers into the Special Risk Class of the FRS the opportunity to purchase past credit service at an up to 3 percent annual accrual rate rather than the current up to 2 percent;
5. Allow deviation from state requirements if agreed to by the employees or their union;
6. Restrain the Florida Division of Retirement's non-rule-based administrative activities and restrict the division's broad interpretations of Florida Statutes that result in increased costs to pension plan sponsors; and
7. Change the governance structure of pension boards of trustees to move away from having plan participants serve on the boards.

- *Growth Management*

The Town of Surfside supports legislation that defines a role for the Florida Department of Community Affairs or its equivalent to provide technical assistance while limiting regulatory powers to only those issues requiring interregional coordination and streamlines growth management processes, including reporting requirements, particularly for built-out municipalities.

- *Public Notice and Records*

The Town of Surfside will support legislation authorizing municipalities to provide effective public notice and advertising, not to include ad valorem taxation millage setting, by means other than newspapers. Effective public notice may include, but is not limited to, direct mailings, physical posting of property, Internet posting, free publications, government-access television channels and other suitable alternatives.

The Town also supports clarification of a municipality's authority to charge labor costs associated with public records research work that exceeds 30 minutes.

- *Community Residential Homes*

The Town of Surfside will support legislation to protect residential neighborhoods from the clustering of "SOBER Living Homes." These are alcohol and drug treatment residential facilities, mostly located in single-family neighborhoods, which as a consequence of the American with Disability Act (ADA) are exempt from local planning and zoning regulations. There has been a proliferation of these in beachfront communities as out-of-state operators purchase distressed properties to house recovering addicts. Language requiring a distance of 1,000

feet from one SOBER Home to another was included by Rep. Kelly Stargel in CS/CS/HB 645, the House companion to SB1166, and Sen. Thad Altman attempted to incorporate an identical provision in this bill. The amendment was twice defeated on the floor of the Senate, but as a consequence of this effort the Florida Department of Children and Families has created a workgroup to examine SOBER Homes and recommend legislative changes to license and regulate them.

- *Parking Violations*
The Town of Surfside supports increasing or removing the \$30 statutory cap that local governments may charge for certain parking violations.
- *Bert J. Harris Act*
The Town of Surfside opposes legislation that weakens or removes the sovereign immunity provision in the Bert J. Harris Act and will work with legislators and other interested parties on compromise language that is in the best interest of the Town.
- *Anchoring and Mooring of Vessels*
The Town of Surfside continues to support efforts to address the issue of boats anchored behind single family homes and to strengthen local authority to regulate anchoring and mooring of vessels within its jurisdiction.



Town of Surfside Commission Communication

Agenda Item # 9G

Agenda Date: January 18, 2011

Subject: CROSSING BARRIER AT 96th STREET AND HARDING AVENUE

Background:

An element of the Florida Department of Transportation's (FDOT) roadway resurfacing project on Harding Avenue involves installing small landscaping planters on the southeast and southwest corners of 96th Street. The purpose of these hedges is to prohibit pedestrians from crossing Harding on the south side of that intersection. There is currently no crosswalk provided there, and significant eastbound traffic from 96th Street (towards Harding) creates a fairly constant right turn vehicular flow at that corner. Notwithstanding this danger, pedestrians frequently attempt to cross Harding on the south side of 96th Street, often putting themselves in peril due to eager drivers looking to make the right turn to head south on Harding.

The prior Commission and Administration encouraged FDOT to adopt some measure to address this situation and concurred with the agency's approach to place landscape barriers at each corner. It is believed that the hedges along with signage will minimize the crossings by pedestrians.

Analysis:

The attached section of FDOT's project plan depicts the location and type of planter that is planned for installation at the corners of 96th Street and Harding Avenue (Attachment A). A photo of the southwest corner showing the lack of a crosswalk and a vehicle making the right turn (as well as the typical queue behind it) is provided (Attachment B). The alternative to this approach is to install proper signalization and roadway markings on the south side of 96th Street so as to provide crosswalks for all four crossings of the intersection (currently there are crosswalks in all but the south section of the intersection).

It is of concern that Surfside shoppers will have to make a three crossing movement (north or south across 96th Street, east or west across Harding Avenue and north or south across 96th Street again) to walk from the north end of the Abbott parking lot to the east side of Harding Avenue or vice-versa. This is not at all pedestrian friendly and facilitates vehicular movement many of which are using Harding/Collins as a bypass to congested streets and I-95 on the main land. Further, we may wish to defer this item until after the upcoming Downtown vision project is completed.

Budget Impact: None. This project will be funded by FDOT as part of the Harding Avenue repaving project.

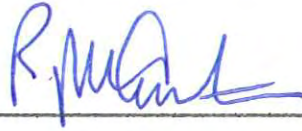
Staff Impact: None.

Recommendation:

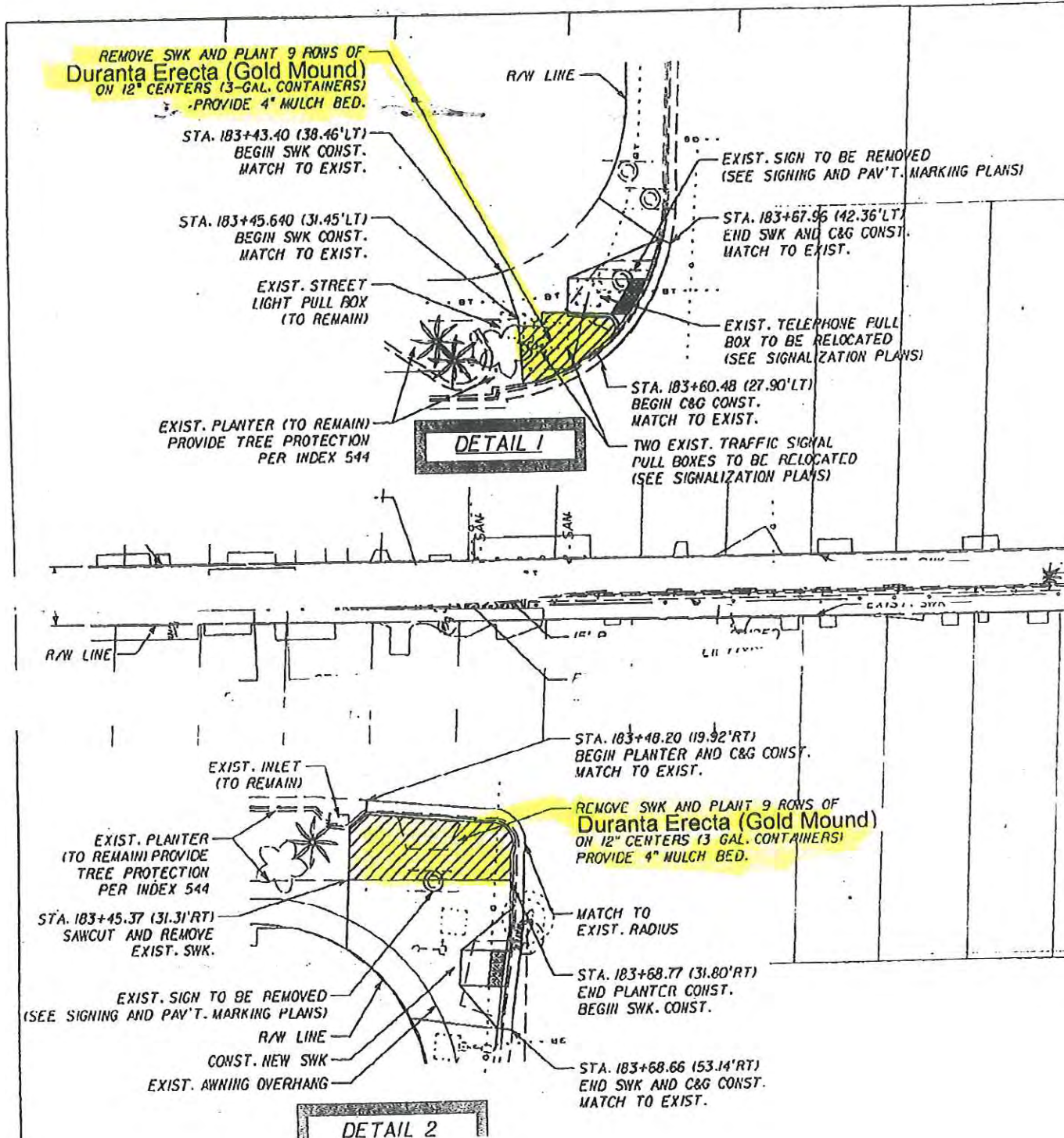
This matter is being brought to the Town Commission for discussion in order to ascertain whether the Commission wishes to support the installation of a crosswalk along the south side of 96th Street. If that is the direction provided, the Administration will approach FDOT in an effort to determine the feasibility and cost impact of this alternative and will seek deferral of the proposed landscaping project. The project's construction is projected to begin in the spring of 2012.

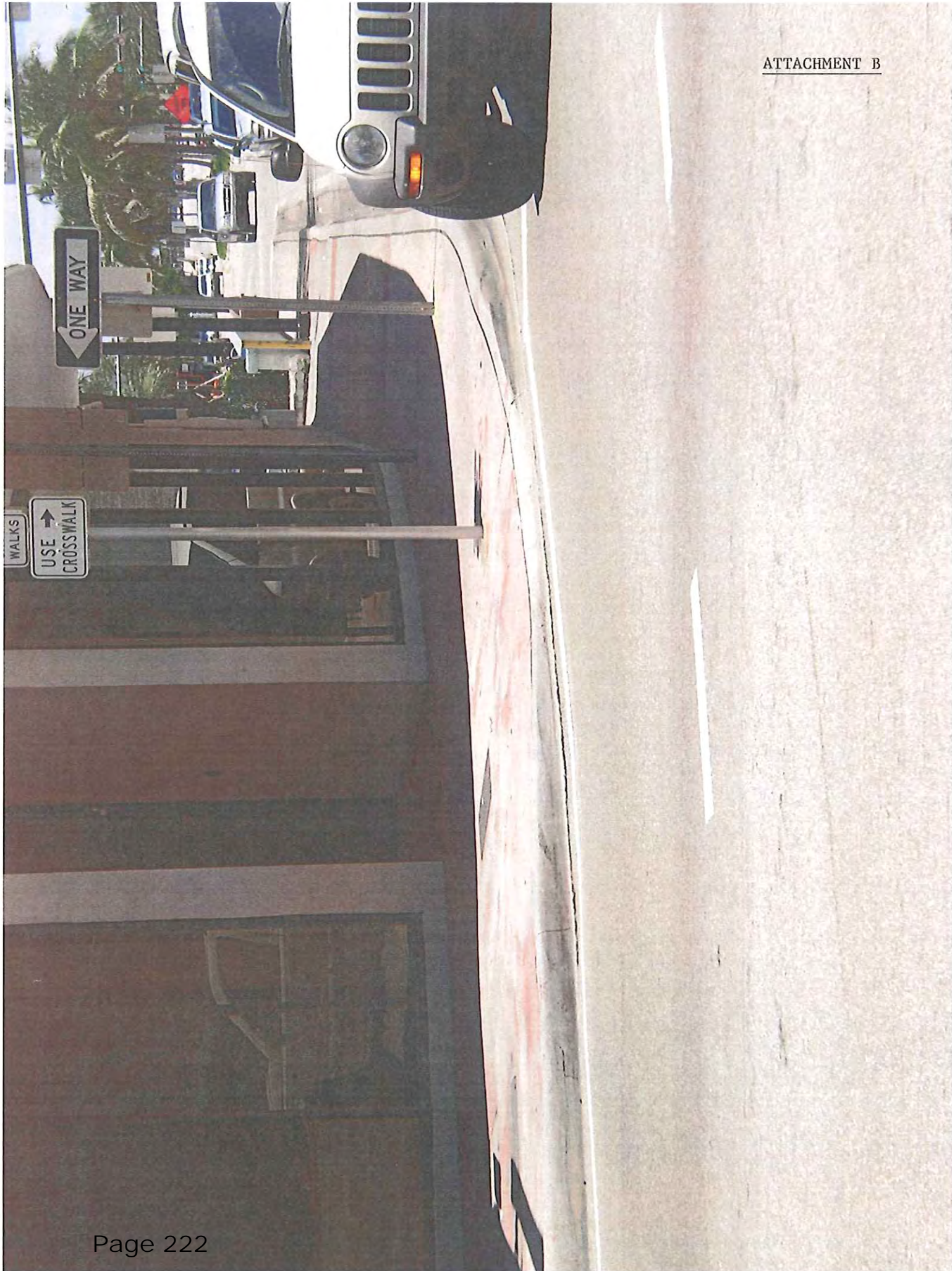


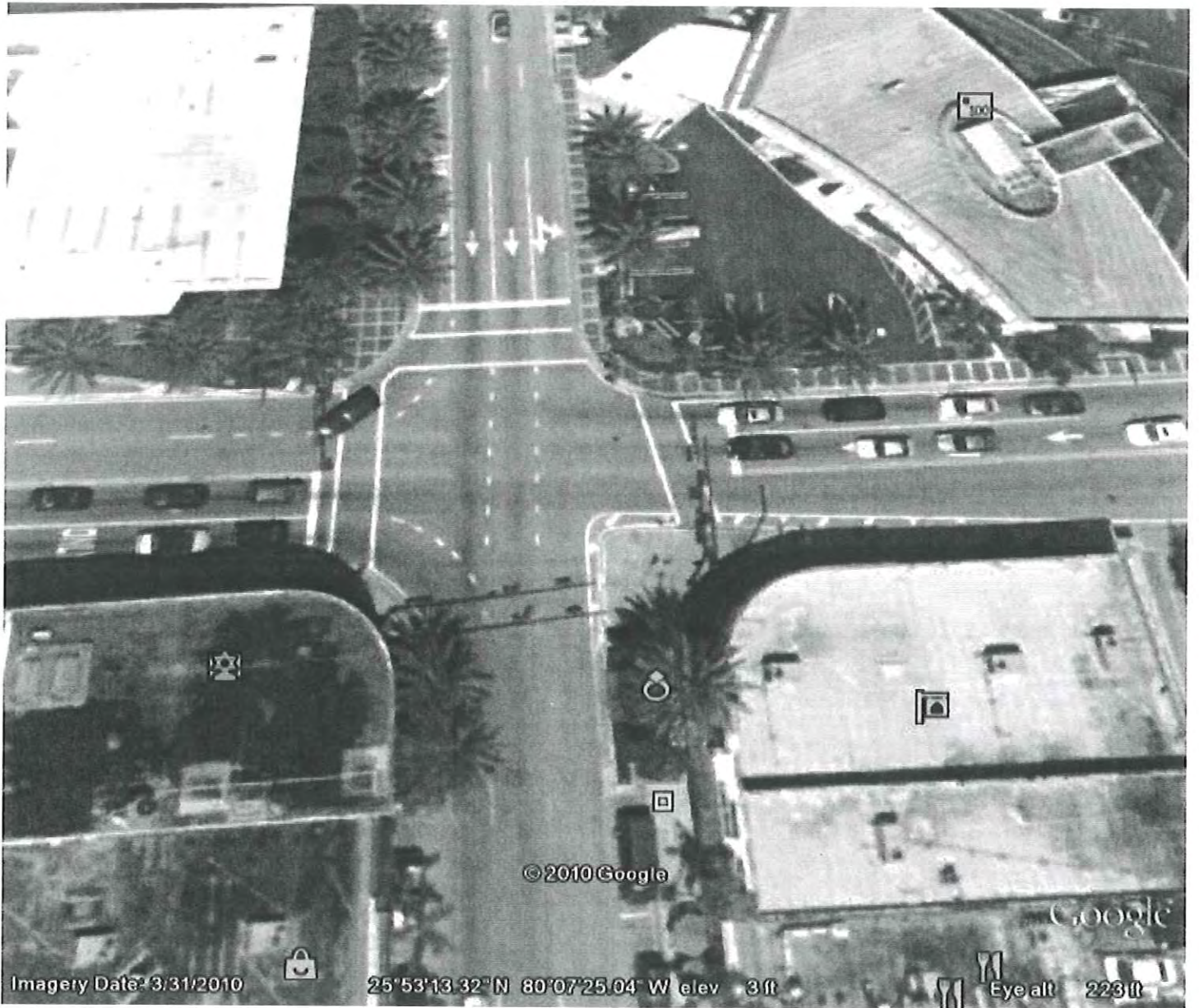
Department Head

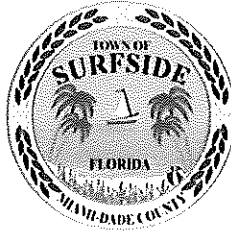


Town Manager









Town of Surfside Commission Communication

Agenda Item # 9H

Agenda Date: January 18, 2011

Subject: ADJUSTMENT OF SOLID WASTE COLLECTION SERVICE

Background:

At the request of Commissioner Olchyk the Public Works and Parks Department have reviewed the option to adjust the frequency of solid waste collection in order to place additional emphasis on Town-wide cleaning efforts. The Town's solid waste crews currently collect household garbage five days a week (Monday – Friday) and yard waste four days a week (Tuesday – Friday). Surfside's is the only five-day refuse collection service in Miami-Dade County. Solid waste crews collect household garbage from the side yard of the property, although many residents prefer to place the refuse at the curb. Side yard or backyard service is very rare, with only a small number of municipalities offering this service. Four-day yard waste service is not provided by any other municipality in Miami-Dade County, with the majority of the cities offering one or two day per week collection.

The Town collects waste from multi-unit buildings, high-rise condominium buildings and commercial establishments five days per week primarily using four cubic yard wheeled containers. While this operation's efficiency could benefit from using larger containers, the size and geometry of most buildings and alleys preclude this practice. The Town is the sole provider of containerized waste collection service. This is also an unusual practice in the industry, as most municipalities and counties opt for franchising or contracting out the commercial/containerized collection operation.

Analysis:

The solid waste division's operating budget for FY 2010/11 is \$1.3 million (includes \$135,000 towards the purchase of a new garbage truck and \$104,000 administrative service payment to the General Fund). Before we move forward with a new truck purchase, there are many questions to answer including conversion to the "one armed" vehicles that require only one operator and the possibility of outsourcing. These possibilities are only put on the table for discussion purposes with the clear recognition that our residents expect a high level of service. The question to be addressed is "how do we deliver a high level of service in the most efficient manner possible".

There is currently no segmented cost accounting for each of these waste collection operation components e.g. residential, commercial and multi-family. During the current fiscal year, the Town will move towards defining the revenue/cost for each collection operation. This will enable the Town to better analyze the operation as well as improve its degree of compliance with State requirements.

The elimination of one day of service for single family residential collection will result in an estimated savings of \$2,500 in fuel as well as prolong the life of the garbage trucks. The latter benefit has significant cost avoidance implications, as the current cost of a new garbage truck is slightly over \$200,000. It is estimated that the reducing the use of the older trucks by 20% (1 of 5 days) and the added benefit of having the vehicle more available for preventive maintenance (Wednesdays) will allow the Town to defer the purchase of a new truck by one to two years.

Budget Impact: Provided in recommendations below (see Recommendation 1 and 2a).

Staff Impact: A shifting of the waste collection staff's duties during the Wednesday work shift could take place, as described herein. If the Town Commission is supportive of these changes, it is recommended that a process of Town involvement be initiated before implementation, impacted employees be briefed and our new Public Works Director be on board to capitalize on his/her experience. This process would take approximately 60 days and Staff would bring back a final recommendation which could incorporate the decision on new collection equipment and the other issues mentioned in this memorandum.

Recommendations:

1. In the short-term, the Administration recommends discontinuation of garbage and yard waste collection on Wednesdays. The nine-person crew that will become available will be assigned to cleaning duties as follows:
 - a. The landscaped section west of the "hardpack" road behind the oceanfront buildings (including trash can waste disposal): twice monthly. **Note, we have been contacted by the State of Florida Department of Environmental Protection (DEP) regarding limitations on cleaning this area and will work closely with DEP so as to avoid any environmental issues.*
 - b. The commercial district and parking lots: four times per month.
 - c. The residential district and public spaces twice per month.

In addition to making substantial labor available for litter control, the estimated \$2,500 in fuel savings can be applied towards the purchase of 34 new trash containers for the hardpack and beach area to supplement the containers provided by Miami-Dade County (priced out by Parks and Recreation at \$5,304).

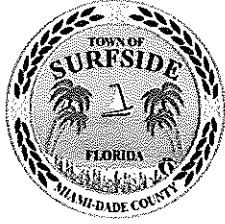
2. In the medium term, the following actions will be analyzed:
 - a. The solid waste operation could begin transitioning to larger, wheeled collection containers. This will facilitate the somewhat heavier collection volumes resulting from the decrease in the service frequency. Funding for these larger containers and the required vehicles will be less impactful if leasing is considered.
 - b. Side yard collection should be discontinued with the exception of residents who provide medical documentation of a physical disability. The labor impact of this change may result in significant time savings that can be utilized to enhance the litter control program.
 - c. The Town should investigate the feasibility of two approaches to modify its involvement with containerized, commercial and multi-family collection service:
 - i. Review options to solicit the service of a private commercial hauler(s).
 - ii. Review options to award franchise rights to several commercial haulers.


Department Head


Town Manager

SUMMARY OF OPTIONS TO REDUCE SOLID WASTE COLLECTION FREQUENCY & REDIRECT LABOR TO LITTER CONTROL

Option:	COST INCREASE/REDUCTION	PROS	CONS	COMMENTS
ELIMINATE WED. COLLECTION	Reduction in fuel consumption & truck wear & tear. Fuel red. - roughly: \$49 / wk. \$2,525 annually (Increase in fuel consumption negligible)	increase in weekly street cleaning capacity by 39 labor hrs. (5 days) or roughly 147%	20% (1 of 5) reduction in garbage collection frequency 25% reduction (1 of 4) in yard waste collection frequency. (4 days of garbage & 3 days of yard waste would be near top in MD County.)	<u>Suggested staff deployment:</u> Mon, Tues, Thurs: resid'l street cng Wed - full day; 7 - 8 laborers: split crew: hardpack/resid'l Fri: resid'l / "spot cng" hardpack
ELIMINATE WED. & THURS. COLLECTION	Reduction in fuel consumption & truck wear & tear. Fuel red. - roughly: \$100 / wk. \$5,200 annually Possible reduction of 1 solid waste driver (see comments): \$35,614 annually	increase in weekly street cleaning capacity by 78 labor hrs. (10 days) or roughly 300%	40% reduction in garbage collection frequency; 50% reduction in yard waste collection frequency.	<u>Suggested staff deployment:</u> Similar to above; additional emphasis on parking facilities With 2 day reduction & continuing NO yard waste collection on Mon., the s. waste foreman can assume two-day per week driving duties & continue to provide 80% of the current clerical support & field supervision.



Commission Communication

Agenda Item # 9I

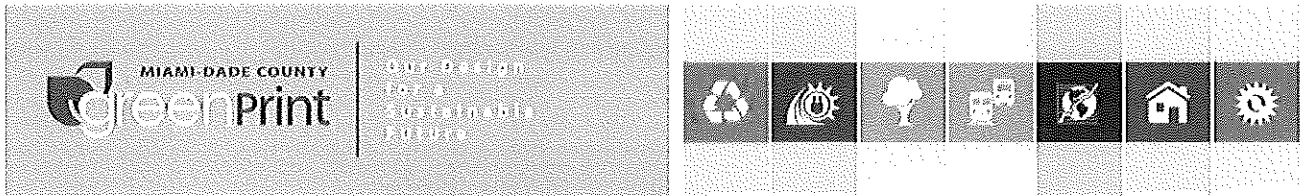
Agenda Date: January 18, 2011

Subject: GreenPrint

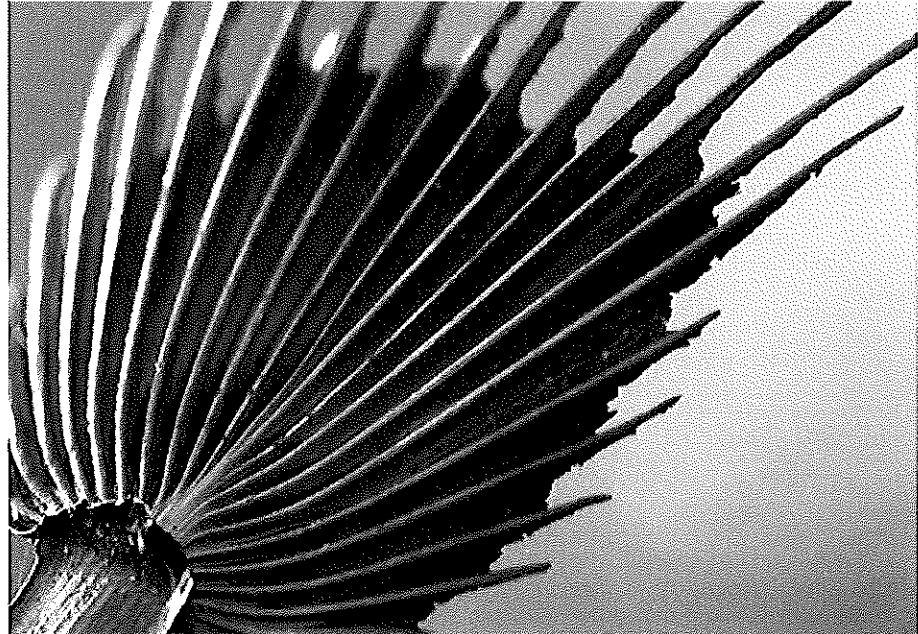
Background: Mayor Daniel Dietch requested that the attached GreenPrint, Miami-Dade County Design for a Sustainable Future be forwarded to the Town Administration for their review. Town Manager, Roger Carlton, will make a report and recommendation at the February 8, 2011 Town Commission Meeting.

Debra E. Eastman, MMC

Town Clerk



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- [Planning Process](#)
- [Sustainability Goal Areas](#)
 - [Strong Leadership, Connections & Commitment](#)
 - [Water & Energy Efficiency](#)
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 - [Vibrant Economy](#)
 - [Healthy Communities](#)
 - [Climate Change Action Plan](#)
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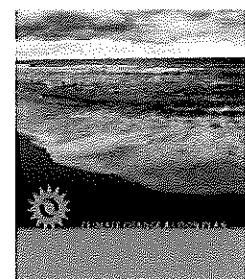
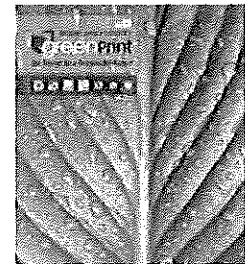


Miami-Dade County is pleased to share with you *GreenPrint: Our Design for a Sustainable Future*. The plan's development was a fully collaborative process among the many diverse stakeholders of our community: County staff, community groups, experts from the business community and academia, and a wide range of individual Miami-Dade residents. During the course of the year, nearly 100 public meetings were held, and approximately 360 new and existing initiatives were evaluated.

The Miami-Dade County Board of County Commissioners (Board) has, throughout the years, made serious commitments to prepare the County for a sustainable future. By committing to the U.S. Cool Counties Program, the County has agreed to pursue the regional goal of reducing greenhouse gas (GHG) emissions by 80 percent from 2008 levels by 2050. The Board also supports the state's goal of achieving 20 percent of Florida's energy from renewable sources by 2020. Those are just two of the [more than 100 actions taken](#) by Miami-Dade County government related to sustainability, environmental protection and climate change.

Now, for the first time ever, Miami-Dade County has one roadmap to achieve these ambitious and aggressive goals. GreenPrint culminates in the County's first [Climate Action Plan](#). There are 137 separate initiatives outlined in GreenPrint, many of which will directly contribute to a reduction in GHG emissions. It is estimated that these initiatives will result in a reduction of 1.5 million metric tons of GHG emissions and an avoidance of 3.1 million metric tons over the next five years, and move us toward even deeper reductions in the future. These are our first collective and comprehensive steps to address climate change and to creating a resilient Miami-Dade County of tomorrow.

GreenPrint is available for [public comment](#). Your feedback is welcome.

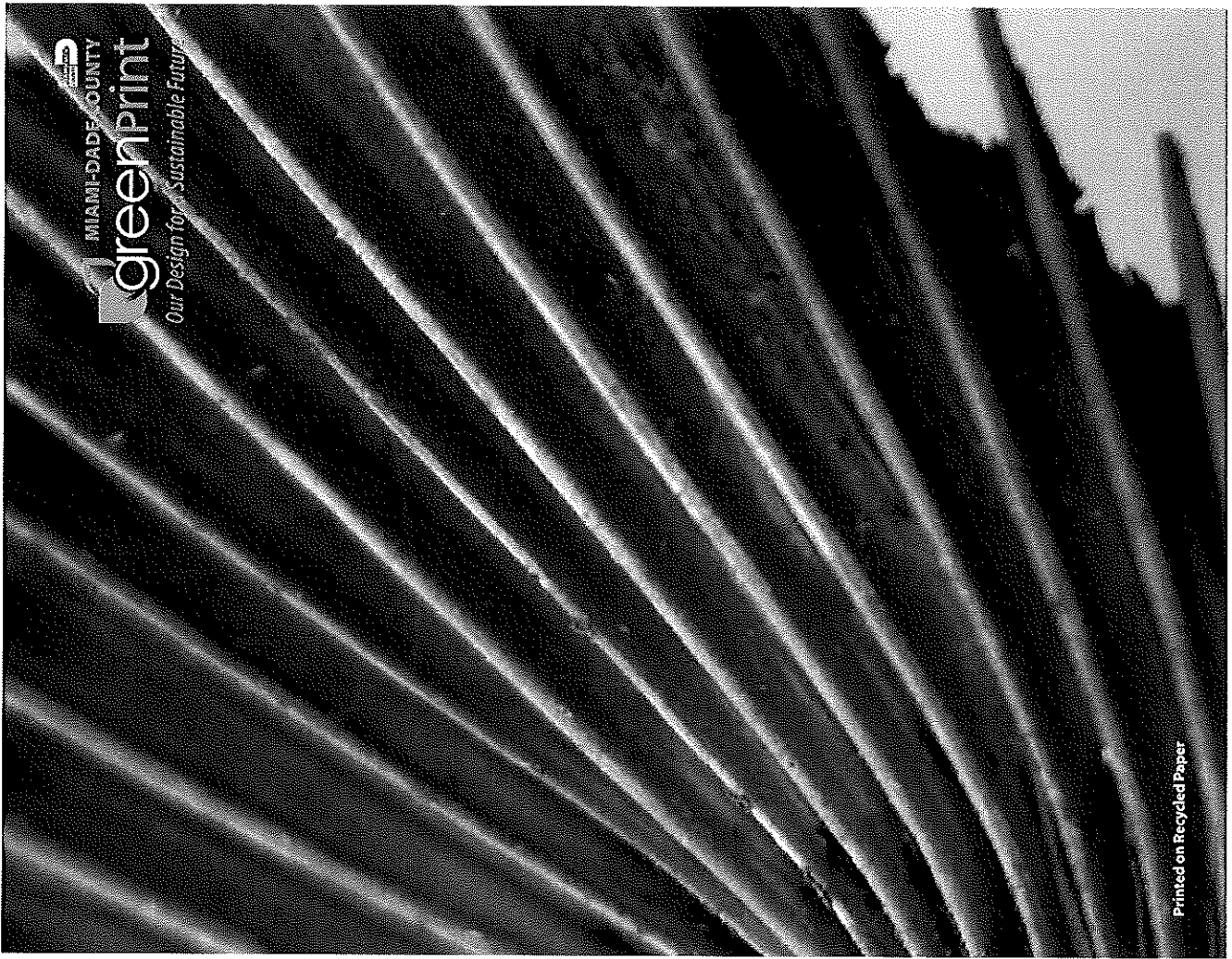


MIAMI-DADE
COUNTY

MIAMI-DADE COUNTY greenPrint

Our Design for a Sustainable Future







MIAMI-DADE COUNTY

Carlos Alvarez
Mayor

BOARD OF COUNTY COMMISSIONERS

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Chairman

José "Pepe" Diaz
Vice-Chairman

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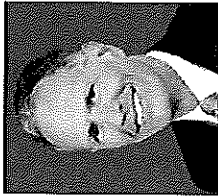
Harvey Ruvin
Clerk of Courts

Pedro J. Garcia
Property Appraiser

George M. Burgess
County Manager

Robert A. Cuevas Jr.
County Attorney

Susanne M. Torriente
Sustainability Director



Dear Chairman Moss, Commissioners, and Residents of Miami-Dade County:

It is my pleasure to present to you *GreenPrint: Our Design for a Sustainable Future*. And it truly is our design. This has been a fully collaborative process among the many diverse stakeholders of our beautiful community: County staff, community groups, experts from the business community and academia, and a wide range of individual Miami-Dade residents.

GreenPrint, then, is not a government plan. It is a community plan with tangible action and measurable goals, a plan that calls upon and enables government, groups and individuals to unite behind this most lofty and important mission.

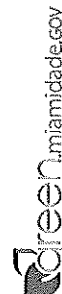
This Board has made serious commitments to prepare the County for a sustainable future. By committing to the U.S. Cool Counties Program, we have agreed to pursue the regional goal of reducing greenhouse gas emissions by 80 percent from 2008 levels by 2050 (Resolution No. R-1431-08). This Board supports the State of Florida's goal of achieving 20 percent of Florida's energy from renewable sources by 2020 (R-124-09). The Board has expressed an intent to establish a voluntary energy efficiency and renewable energy program (No. R-143-10). Those are just three of the more than 100 actions taken by this Board related to sustainability, environmental protection and climate change.

GreenPrint is our roadmap to achieving these ambitious goals. It strikes a balance among the environment, the economy and the Miami-Dade County's culture. It is the framework to get us there. There are 137 separate initiatives outlined in this plan, which are designed to reduce greenhouse gas emissions by 1,470,000 million metric tons and avoid 3,050,000 million metric tons over the next five years and move us toward even deeper reductions in the future.

I am proud today to ask you to join me in making Miami-Dade County a resilient and sustainable community of tomorrow.

Yours truly,

Carlos Alvarez
Mayor



Released December 2010



Already, Miami-Dade County is a recognized leader on issues related to the environment, a model for any organization that is truly committed to one of our generation's great calls to action. We have been tackling issues like global climate change, efficient energy use, water conservation, green building, and recycling for many years. Our elected leadership has made these matters a priority, and our professional staff has made it a reality.

In that long effort, 2009 was a defining year. Last spring we were poised to receive \$12.5 million from the Energy Efficiency and Conservation Block Grant program under the American Recovery and Reinvestment Act. Mayor Alvarez identified sustainability as a top priority for Miami-Dade's economic, social and environmental development. We mobilized, strengthening the Office of Sustainability by adding grant dollars and aligning existing resources. We were able to jumpstart many of the energy-saving initiatives in this plan.

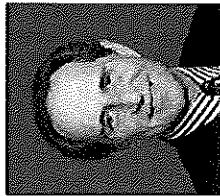
That same year, the County was selected by ICLEI - Local Governments for Sustainability as one of only three communities nationwide to pilot a sustainability planning toolkit based on New York City's PlaNYC. The planning process was central to *GreenPrint*, helping us evaluate the plan's environmental, social and economic benefits and create a complete picture of our policy decisions, programs, initiatives and services.

GreenPrint will further Miami-Dade's longtime environmental leadership by laying out a vision and an action plan for a greener, more sustainable future in which we turn the pressing challenges of our day into opportunities for economic growth and a better quality of life. *GreenPrint's* success hinges on the County's ability to create measurable and achievable goals informed by accurate and detailed data.

I commend the *GreenPrint* planning team for developing this plan with existing resources and within the constraints of recent difficult budgets. I look forward to seeing the results in a more resilient Miami-Dade of tomorrow.

Yours truly,

George M. Burgess
County Manager



Dear Mayor Alvarez:

RE: *GreenPrint*: Our Design for a Sustainable Future

As you know, over the last four (4) years, I've had the honor and privilege of chairing our Climate Change Advisory Task Force (CCATF). Its outstanding membership labored long and hard, producing some 60 specific and detailed recommendations, all have been presented to and accepted by the Board of County Commissioners (www.miamidade.gov/derm/climatechange/taskforce.asp).

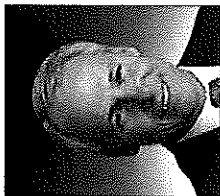
The CCATF, while building on the County's past efforts at Greenhouse Gas mitigation, focused largely on proactive steps needed to make our County and Region more resilient to projected impacts from climate change affecting our Built Environment and Natural Systems, as well as our Health, Social and Economic concerns.

From the very beginning, it has been our hope, our dream, that the work product of these outstanding volunteers would eventually be institutionalized within an overarching policy and operational commitment to sustainability. *GreenPrint*: Our Design for a Sustainable Future does exactly that and more. We are both gratified and grateful that these commitments will now become an essential part of the "day-to-day" delivery of excellence by Miami-Dade County.

Mr. Mayor, you are to be congratulated, along with your staff, particularly Susy Torriente, Director of the Office of Sustainability (OOS) for this trailblazing collaboration.

Sincerely,

Harvey Ruvin
Clerk of Courts
Chair of Climate Change Advisory Task Force



Honorable Carlos Alvarez
 Mayor, Miami-Dade County
 Stephen P. Clark Center
 111 N.W. 1st Street, 29th Floor
 Miami, Florida 33128

Mayor Alvarez,

It is with great pleasure that I offer my congratulations to Miami-Dade County on the occasion of this important milestone – the publication of *GreenPrint: Our Design for a Sustainable Future*. You and your staff as well as the hundreds of other contributors must be commended on what will likely become a new standard in sustainability plans.

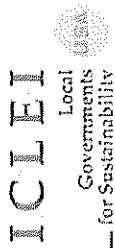
As a founding member of ICLEI-Local Governments for Sustainability and with a continued presence on our Board of Directors, Miami-Dade County is an international leader and innovator in climate protection, adaptation and sustainability. This history of commitment and success was among the leading reasons ICLEI chose Miami-Dade County as one of only three communities to test and pilot ICLEI's groundbreaking Sustainability Planning Toolkit. Thanks to Miami-Dade's input, this suite of resources is among the most complete and thorough guides for local governments interested in successfully creating and implementing a comprehensive sustainability plan.

The nation and world will continue to look to Miami-Dade County for leadership and best practices as it did during the first-ever Resilient Cities Conference in Bonn, Germany, where Miami-Dade was the only American local government present to share its exceptional efforts to protect its community from the impacts of a changing climate.

As you proceed into the next stage – implementing this plan – ICLEI will be by your side to broadcast the measures, policies and strategies you deploy and to work with you to create the next generation of best practices.

We at ICLEI look forward to continuing our strong relationship with and support of Miami-Dade County as it tackles these urgent issues. I have the utmost confidence that local governments will continue to lead the world in addressing climate change and making our communities strong, thriving places to live, work and play. I fully expect Miami-Dade to be leading that charge.

Martin J. Chavez
 Executive Director



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I would like to thank the participants in the GreenPrint planning process for their time, dedication and professionalism. The core planning team worked tirelessly to ensure that GreenPrint captures the key sustainability priorities of our government, community and economic partners, as well as concerned residents. During the process, I was struck by the passion and thoughtfulness of all participants to preserve and improve Miami-Dade County for generations to come. It is their unique and collective commitment to GreenPrint's development and implementation that will lead all of us to accomplish our comprehensive and inclusive sustainability goals.

Susanne M. Torriente, Sustainability Director

Mayor's Sustainability Advisory Board

- Honorable Katy Sorenson, Former County Commissioner, Advisory Board Chairperson
Honorable Shirley Gibson, Mayor, City of Miami Gardens
Colleen Ahern-Hettich, Director, Earth Institute, Miami Dade College
Veronica Benzinger, Sr. Vice President, Aon Environmental Services Group
Truly Burton, Director of Government Affairs, Builders Association of South Florida
Ray Castellanos, Owner, Authentic Construction
Tracey E. Gallentine, Senior Account Executive, Ameresco
Barry Johnson, President and CEO, Greater Miami Chamber of Commerce
Jim Murley, Director, Catalanese Center for Urban & Environmental solutions at Florida Atlantic University Chair, Florida Climate & Energy Commission, Climate Change Advisory Task Force Vice-Chair
Bill Riley, Business Manager, International Brotherhood of Electrical Workers Local 349
Traci Romine, Director of Climate Change Policy and Communications, Audubon of Florida
Dr. Mark B. Rosenberg, President, Florida International University
Paul C. Savage, Law Offices of Paul C. Savage, P.A.
John Scott, Director of Client Solutions, Cushman and Wake
Dr. Jose Szapocznik, Chair, Department of Epidemiology and Public Health, University of Miami
William D. Talbert, III, President and CEO, Greater Miami Convention and Visitors Bureau

GreenPrint Core Planning Team

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Devash Nirmul, former Sustainability Program Manager, Office of Sustainability
Angela Sager, Energy Management Specialist, Office of Sustainability
Susannah Troner, Sustainability Program Manager, Office of Sustainability/DERM

GreenPrint Interdepartmental Team

All County departments played a vital role in developing this plan and will be essential for implementation.

ICLEI Local Governments for Sustainability

- Cyrus Bredwar, Southeast Regional Director
Climate Change Advisory Task Force
Honorable Harvey Ruvlin, Chair and Members

In addition to the institutions referenced above, additional research and implementation partners include:

- Americans with Disabilities Act (ADA) Office
Audubon Society
Beacon Council
Builders Association of South Florida (BASF)
Building Owners and Management Association (BOMA)
Chicago Climate Exchange (CCX)
Citizens Independent Transportation Trust (CITT)
Civic organizations
Clean Cities Coalition
Climate Leadership Initiative, Steve Adams
Community bicycling enthusiasts
Community Image Advisory Board (CIAB)
Dade Community Foundation Miami Follows Initiative
Dade County Farm Bureau
Dream in Green
Environmental Education Providers
Earth Learning
Environmental Protection Agency (EPA)
Fairchild Tropical Gardens
Federal Transportation Authority (FTA)
Financial Institutions
Florida Department of Environmental Protection (FDEP)
Florida Department of Transportation (FDOT)
Florida Fish and Wildlife Conservation Commission (FWC)
Florida Highway Administration (FHWA)
Florida Power and Light (FPL)
Greater Miami Chamber of Commerce
Greater Miami Visitors and Convention Bureau
Human Services Coalition

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School of Urban and Regional Planning, Sustainable Development Course
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Written July 2010-October 2010; Released December 2010

"In Miami-Dade, global warming and climate change, these are local issues to us – as local as public safety, affordable housing and public transit. We are among the world's most forward-thinking on matters related to our environment, land-use planning, natural resources, and energy consumption."

Mayor Alvarez speech at Mayors' Green Initiatives for Economic Growth Workshop and Trade Fair, Miami Beach Convention Center, August 28, 2010

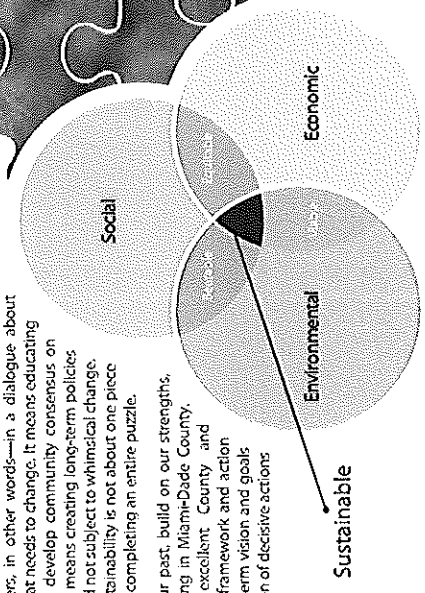
What does sustainability mean to Miami-Dade County?

Miami-Dade County is a beautiful and resilient community, but it's no secret that the past few years have been challenging. Unemployment has grown, Government, school, and private-sector budgets have shrunk. The real estate and construction industries have suffered. Life has been a struggle for many of our residents. What is sustainability, and why do we need to plan for it now? We need it now more than ever. If you care about the people here, if you care about your finances, if you care about our beautiful surroundings, then you care about sustainability. GreenPrint is your plan, and it is our plan. Join us in designing our sustainable future.

Sustainability, or being "green", is a relatively new term. In GreenPrint, sustainability is offered in a comprehensive, balanced, and progressive spirit. A sustainable community has a vibrant economy and clean, pedestrian-friendly, and tree-lined healthy communities. It provides for responsible land use and smart transportation, with easy movement via a variety of transportation options for the benefit of current and future residents and visitors. Sustainability ensures that our environment is clean and carefully managed for adequate water supplies, ecosystem health, and sustainable solid waste management. These sustainability elements directly help us reduce our vulnerability to climate change. Our geography and population are expansive and diverse. Strong leadership, connections, and commitment are essential to focus our actions as one community.

The most important principle of sustainability is that it starts with community commitment. That means developing a common language and involving residents, developers, businesses, environmentalists—all stakeholders; in other words—in a dialogue about why change must happen and what needs to change. It means educating stakeholders and asking them to develop community consensus on what needs to change and how. It means creating long-term policies that are consistent and reliable and not subject to whimsical change. And it means recognizing that sustainability is not about one piece of community building, but about completing an entire puzzle.

It is critical that we learn from our past, build on our strengths, and wisely define sustainable living in Miami-Dade County. GreenPrint, along with other excellent County and municipal plans, will provide the framework and action plan to do this, focusing on long-term vision and goals and a manageable five-year horizon of decisive actions to move toward those goals.



Our history of progress and resilience

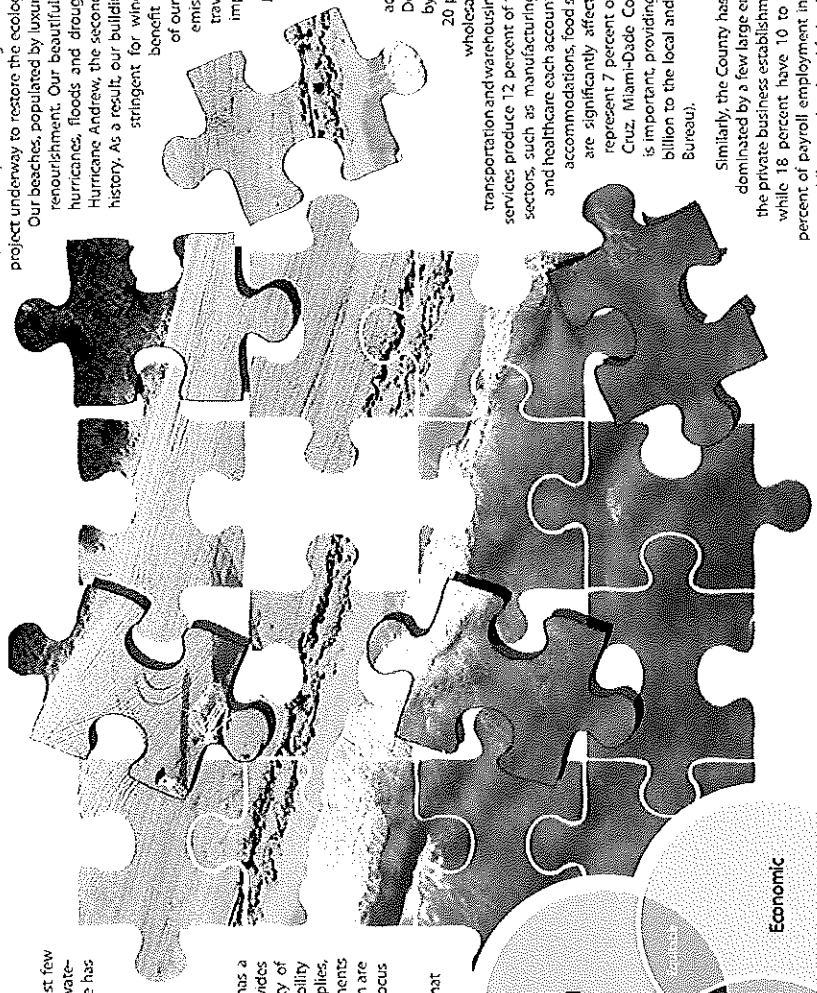
A century ago the first Miami-Dade railroads, drained the Everglades, and established a tropical tourism destination. What we are now is a metropolis of 2.5 million people, and growth is projected at 30,000 per year. We have benefited from our unique global position and extraordinary environment. Known as the "Gateway to the Americas," Miami-Dade County hosts one of the busiest international seaports and airports in the United States.

We are home to two renowned national parks, Everglades and Biscayne Bay, as well as miles of beaches and hundreds of thousands of acres of wetlands and environmentally sensitive lands. We minimize damage from development to our environment through regulatory, restoration and acquisition programs. Our hydrology is unique. A man-made drainage system is critical for stormwater management and is linked to a porous aquifer that supplies excellent quality drinking water. The Comprehensive Everglades Restoration Plan is a major federal project underway to restore the ecological function of the "River of Grass."

Our beaches, populated by luxury hotels and homes, require vigilant renourishment. Our beautiful weather is also intense with heat, hurricanes, floods and droughts. We survived and rebuilt after Hurricane Andrew, the second most destructive hurricane in U.S. history. As a result, our building codes are now the nation's most stringent for wind-resistant construction. While we benefit from excellent air quality courtesy of our location and wind patterns, carbon emissions from our homes and vehicles travel to neighboring counties and impact those with sensitive health.

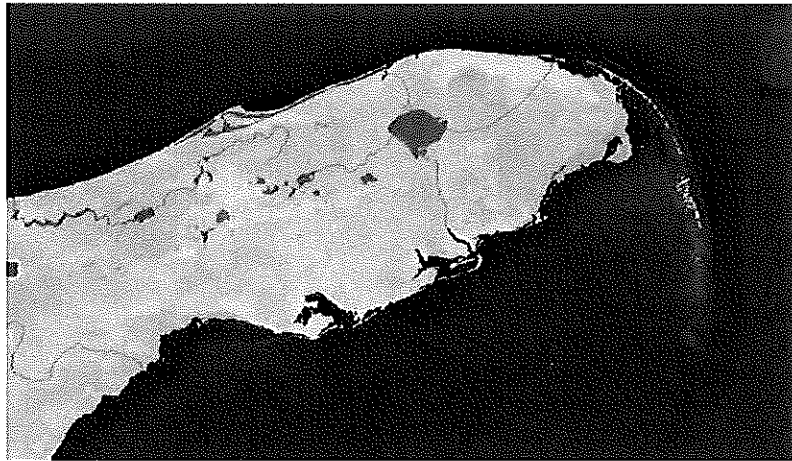
Miami-Dade County has a fairly well diversified economy. The economy is not overly dependent upon a few industries. Its largest industry groups are finance, insurance and real estate which together account for 25 percent of the Gross Domestic Product (GDP), followed by commerce, which accounts for 20 percent of GDP and is comprised of wholesale trade, retail trade, and transportation and warehousing services. Professional and business services produce 12 percent of the County's GDP. Goods-producing sectors, such as manufacturing and construction, and education and healthcare each account for 8 percent of the economy. Hotel accommodations, food service and leisure businesses, which are significantly affected by overnight visitors, together represent 7 percent of the County's economy (Dr. Robert Cruz, Miami-Dade County Chief Economist). Agriculture is important, providing an economic impact of over \$2.57 billion to the local and state economy (Dade County Farm Bureau).

Similarly, the County has a diverse employer base that is not dominated by a few large employers. Eighty-one (81) percent of the private business establishments have fewer than 10 employees, while 18 percent have 10 to 249 employees. Approximately 84 percent of payroll employment in the County is found in the private sector, while state, local and federal agencies employ approximately 16 percent of the workforce.



Sustainability means staying in business forever, whatever your business is. If you run a ski resort, that means you have to address climate change while also cultivating your business in many ways. If you're in the business of parenting, to keep that practice viable forever means ensuring clean water, a healthy environment for your children to grow up in, financial security, stable climate and lots more. ⁷

Auden Schendler, Getting Green Done



Why should we be concerned about climate change?

Miami-Dade County is progressive and resilient, but is also one of America's communities most vulnerable to climate change. We are a coastal community at sea level, located at the tip of the Florida peninsula with many low-lying areas. We have a large, dense population. Key economic drivers, tourism and agriculture, are weather dependent. Our population growth could be exacerbated at any time by a segment of mass migration. According to a recent study by the National Academy of Sciences, "As many as 7 million Mexicans could migrate to the U.S. by 2080 as climate change reduces agricultural production in Mexico" (Gorman). Could Miami-Dade County be host to climate refugees, given our international positioning and immigration history?

Now is the time to focus as a community on how to turn science into action. The Climate Change Action Plan contained within GreenPrint charts the steps necessary to do this.

A "new normal"

The recent downturn in the economy has the hidden benefit of creating a positive impact in individual household sustainability. Residents and businesses are focused on cutting costs. We are producing less solid waste, lower fuel emissions, and less water use. A tougher economy has also forced behavioral changes: less spending, more saving and a shift from consumerism to a more frugal or minimalist lifestyle. The challenge and opportunity is to take advantage of an otherwise negative situation and allow it to become the new normal. How do we as a society and as a government avoid the temptation to grow, build and pollute again when our fortunes improve? How do we manage growth, consume only what we need, recycle more and conserve water and energy?

These are the questions GreenPrint seeks to address and our community is called to answer.

<p>STAY GREEN Sustainable Communities & Communities</p>	<ul style="list-style-type: none"> • Create the next generation of green leaders Work with the more than 100 GreenPrint partners to integrate sustainability into local, regional and national strategic decision-making, policies, and operations.
<p>Waste & Energy Efficiency</p>	<ul style="list-style-type: none"> • Use less water and energy Reduce per capita non-renewable energy use to 20 percent below 2007 baseline by 2015. Reduce water consumption by 1.5 million gallons a day. Reduce government electricity use by 20 percent from 2007 to 2014. In accordance with State of County Commissioners' legislation.
<p>Soil Enhancement</p>	<ul style="list-style-type: none"> • Maintain exceptional quality of air, drinking water, and coastal waters used for recreation Continue to achieve the best air quality rating at least 90 percent of the year and exceed drinking water quality standards. Prevent degradation of our outstanding Florida waters. • Protect and enhance Biscayne Bay, the Everglades, and vital ecosystems Restore and enhance more than 500 acres of coastal habitat and wetlands, and preserve more than 24,000 acres of environmentally endangered lands. • Reinvent our solid waste system Reduce or divert 75 percent of our solid waste from landfills by 2020 through reusing, recycling, and generating electricity.
<p>Responsible and Green Transportation</p>	<ul style="list-style-type: none"> • Use our land wisely, creating and connecting strong sustainable neighborhoods Develop 15 urban center area plans and six multi-modal corridor master plans. Create four transit-oriented developments (TODs) on I-95 rail and bus corridors. Develop level of service metrics to identify resident accessibility to parks and open space areas. Improve access through an interconnected network of shared and soft bikeways and trails connected to neighborhoods, schools, employment centers, civic buildings, and other community destinations. • Provide more transportation options, reducing the time we spend in our cars Add 10 million board feet of public transportation system through increased services, and enhance convenience, comfort, and timely services. Increase the percentage of total trips taken by walking or bicycling from 10 percent to 15 percent of all travel trips. Increase resident satisfaction with the availability of sidewalks for pedestrians to 65 percent or more, and add 40 miles of bicycle trails and lanes.
<p>Vibrant Economy</p>	<ul style="list-style-type: none"> • Create green jobs Cultivate an innovative and sustainable economic infrastructure that creates 20,000 green jobs by 2020 while building on our economic strength and adding to our competitiveness in the global economy. • Build on our international reputation to become a green enterprise destination Increase the percentage of green habits, occupations, and sustainability related businesses.
<p>Healthy Communities</p>	<ul style="list-style-type: none"> • Raise awareness that sustainable living is healthy Decrease our community's lifestyle disease rates, such as diabetes and heart disease through healthy eating and exercise. Provide access to fresh, local and/or organic food in all neighborhoods through grocery stores, farmers markets and community gardens supported by local agriculture. Increase the number of short walking and biking trips through safety and other programs. Reduce barriers for disabled and elderly residents. • Plant more Florida-friendly and native trees and landscapes Plant half a million trees by 2015 to achieve a 30 percent tree canopy by 2020 and encourage native, drought-tolerant landscaping to cool our communities, capture greenhouse gas emissions, beautify our neighborhoods, and provide wildlife habitat.
<p>Climate Change Action Plan</p>	<ul style="list-style-type: none"> • Understand and respond to current and future climate change impacts Integrate local climate change indicators with existing emergency management, storm water planning, and infrastructure planning. • Reduce greenhouse gas emissions Reduce GHG emissions by 10 percent by 2015, working towards 40 percent reduction by 2050 to advance the Cool Guardians Program commitment.

More importantly, focusing on sustainability is about confronting one of our generation's great moral imperatives. Facing that challenge will carry us for much, much longer. I congratulate every one of you for being a part of this historic evolution in the way public business is done, and I call upon every one of you to be relentless in pursuing the next steps. Together, we will continue to achieve the extraordinary."

County Manager George M. Burgess, message to County employees, 2010

The Mayor's Sustainability Advisory Board

Mayor Carlos Alvarez created the Sustainability Advisory Board to provide expertise and guidance from a practical and local perspective. Throughout the process, the Advisory Board has provided a reality check on the sustainability challenges facing the community and has offered strategic direction and advice for GreenPrint's development. Katy Sorenson, Former Chairperson of the Board of County Commissioners' Budget, Planning and Sustainability Committee, chaired the Advisory Board. It included representatives of academia, cities, construction, commerce, energy, the environment, health, property insurance, municipal government, sustainable development, property management, the State Climate and Energy Commission, tourism and organized labor.

Why and how was GreenPrint developed?

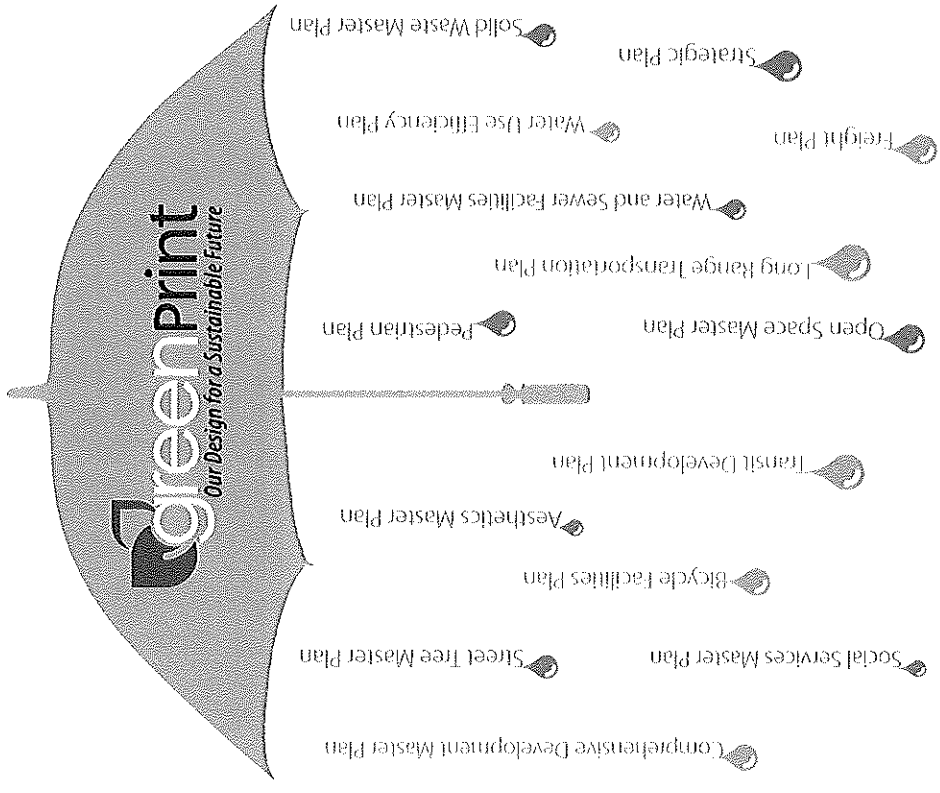
In March 2009, Miami-Dade County was selected as one of three communities nationwide to participate in a sustainability planning toolkit pilot program throughICLEI-Local Governments for Sustainability (ICLEI). Miami-Dade's plan will be used as a model by local communities worldwide. It is quite an honor to have been chosen as a pilot community, but with it comes great responsibility.

For years the Miami-Dade Board of County Commissioners (Board) and County departments have been implementing policies and initiatives to address climate change and other important sustainability issues. Many municipalities in Miami-Dade County have made sustainability a priority as well, and have existing plans or are developing plans.

Through this planning process we have learned from our partners, who have strong initiatives to build upon. Now is the time to elevate and raise intensity our efforts, better coordinate our plans and resources and raise awareness in our community for a sustainable future. GreenPrint will be the framework to integrate environmental, social and economic benefits in the policy decisions we make, programs and initiatives we implement and services Miami-Dade County delivers.

GreenPrint is a community plan... developed and implemented by all

GreenPrint is not a Miami-Dade County government plan. It is a community plan for all residents, organizations and businesses. As an institution, Miami-Dade County produces three percent of the community's total carbon emissions. Residential and commercial uses account for most of the energy consumption; clearly we must become more efficient together. According to Florida Power and Light's (FPL) Ten Year Power Site Plan, 2009-2018, our collectively increasing energy use is driving FPL's plans to increase energy supply. This will result in greater electricity costs and higher demand for scarce resources such as water. Our homes, hospital systems, universities, colleges, and public school systems can all have a significant sustainability impact. We all have a role. The GreenPrint planning team recognized this from the beginning, and partners have been crucial in plan development every step of the way.



Interdepartmental Sustainability Partners

Sustainability is important to County leadership and employees. The Interdepartmental Sustainability Partners were identified early in the process as a network of department directors and key staff to develop GreenPrint. Our County departments understand the complexities and details of delivering services such as water and wastewater, solid waste collection and disposal, mass transit such as rail and bus, recreation and culture, parks and libraries. In addition to this team, experts throughout County government have given much time and energy to help develop GreenPrint through analyzing initiatives and they will also be implementation partners.

Department directors and staff have been weaving sustainability initiatives into their operations for years and seek to continually learn and improve how they do business. County directors are skilled professionals in their fields; their input and ability to grasp and integrate GreenPrint into their operations has been invaluable.

Climate Change Advisory Task Force

In July 2006, the Board of County Commissioners established the Miami-Dade County Climate Change Advisory Task Force (CCATF), through the adoption of Ordinance 06-113, sponsored by Commissioner Natacha Soifas. This unanimous action by the Board further cemented Miami-Dade County's commitment to continuing its greenhouse gas reduction efforts and established the County as a leader in climate change adaptation planning.

The CCATF is chaired by Harvey Ruvlin, Miami-Dade's Clerk of Courts, and serves as an advisory board to the Board of County Commissioners. It is charged with identifying potential future climate change impacts to Miami-Dade County while providing recommendations regarding mitigation and adaptation measures to respond to climate change. The GreenPrint planning team attended CCATF meetings throughout the planning process with the goal of incorporating its recommendations into GreenPrint. Many of the recommendations and their concepts are reflected in the GreenPrint strategies and initiatives.

More Planning Team

When the County was selected as anICLEI pilot program, the County Executive Office selected key staff from the Office of Sustainability, the Department of Environmental Resources Management, the Planning and Zoning Department, and the Office of Strategic Business Management to develop *GreenPrint*. In addition to their existing professional responsibilities, this small dedicated group spearheaded the sustainability research, the assessment, plan development, outreach, initiative analysis, and plan writing.

Cities

Early in the process the *GreenPrint* planning team established a collaborative network with municipalities. Municipalities are in different stages of actual planning and implementation. We have linked existing sustainability plans to the *GreenPrint* website in order to share best practices. Most cities are interested in the subject, and we have agreed to continue meeting in the coming year to work on common initiatives.

Stakeholders, Partners, and Collaborators

During the planning process, the *GreenPrint* core planning team reached out to experts within the community such as Miami-Dade County Public Schools and the South Florida Water Management District. They have consistently embraced *GreenPrint*'s development and have impressed the planning team with their own sustainability leadership, further reflecting the notion of *GreenPrint* as a community plan. They will be integral implementation partners.

Southeast Florida Regional Climate Change Compact

Southeast Florida is addressing climate issues beyond the borders of individual jurisdictions. The 5.6 million residents of our four counties exceed the population of 30 states and represent 30 percent of Florida's population. Commissioners representing each county announced the regional compact in October 2009 at the Southeast Florida Regional Climate Leadership Summit. The compact commitments include federal and state policy coordination on climate related issues, development of a Southeast Florida Regional Climate Change Action Plan, and annual participation in regional summits to mark progress. The second annual summit was held in Miami-Dade County in October 2010. The development of a Regional Climate Action Plan builds on the individual work of each County to address climate change. As of January 2010, each County commission adopted the compact with unanimous votes. Since adoption, each County has assigned staff resources to support implementation of the compact under the direction of a Compact Steering Committee.

The South Florida Water Management District is an invited partner to the compact process and is represented on the Compact Steering Committee. The University of Oregon's Climate Leadership Initiative is providing technical assistance to the regional climate action planning process as part of its national climate preparedness program. By working collectively at the regional level, the counties seek to enhance their individual efforts to mitigate emissions associated with the built environment, regional transportation and land use. The counties seek also to actively incorporate adaptation considerations into the regional action plan.



The regional action plan will be developed in two phases, starting with completion of a regional greenhouse gas emissions inventory (with a particular focus on emissions from inter-county travel and commerce) and the development of regional climate impacts planning scenarios incorporating sea-level rise and other anticipated impacts. This first phase is scheduled to be completed by October 2010. The second phase of the process will feature the development of climate mitigation and adaptation measures for each of the three sectors included in the compact: land use, regional transport, and the built environment. Measure development will be assigned to work groups composed of experts from each County, regional entities, state agencies and federal agency staff working in the region.

The technical work products of the Compact are integrated with *GreenPrint*'s implementation plan and will greatly contribute to achieving climate change adaptation goals.

Milestones

The planning process has been supported by theICLEI Southeast Regional Office. The process itself is comprised ofICLEI's five key milestones. The milestones are designed to evaluate and integrate the environmental, social and economic benefits of our policy decisions, programs, initiatives and services.

Milestone One: Conduct a sustainability assessment

To begin the planning process, we researched and assessed 13 areas linked to sustainability to help define environmental, economic and social equity baselines and challenges, and existing programs to address these issues. The assessment was conducted in the fall of 2009. The planning process and the assessment report are located at <http://green.miamidade.gov>.

Milestone Two: Set sustainability goals

The sustainability goals define the overarching objectives and scope of the sustainability plan. The purpose of the goals is to address the challenges identified in Milestone One. For *GreenPrint*, there are seven main goal areas and 13 aspirational yet achievable goals.

Milestone Three: Develop a sustainability plan

Through the planning process, more than 360 initiatives were collected and analyzed for potential inclusion in *GreenPrint*. The planning team and partners used a systematic and rigorous analysis to understand the ownership, costs, benefits, impacts, emissions, and key implementation steps associated with each initiative. Today, *GreenPrint* has 137 initiatives. The plan details the action steps to achieve our goals, as well as main indicators to evaluate our progress.

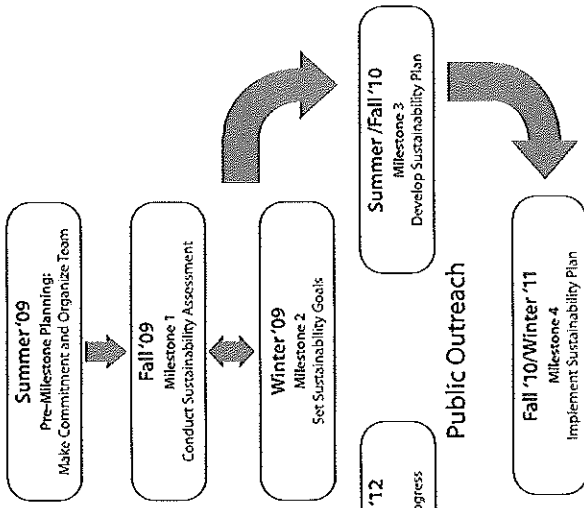
Milestone Four: Implement the sustainability plan

We are responsible for implementing *GreenPrint* along with our partners and stakeholders.

Milestone Five: Monitor and evaluate progress

Monitoring and verifying implementation progress is an ongoing process. *GreenPrint* progress will be reported on annually. *GreenPrint* is a five-year action plan. It does not supplant other Miami-Dade County planning documents, but rather it is a green umbrella to capture and build upon their existing sustainability components. *GreenPrint* tackles barriers to achieve the sustainability goals of existing plans and addresses issues within the County such as climate change and energy use. It also highlights our many existing programs that continue to significantly contribute to our sustainability, such as those surrounding drinking water and natural resource quality.

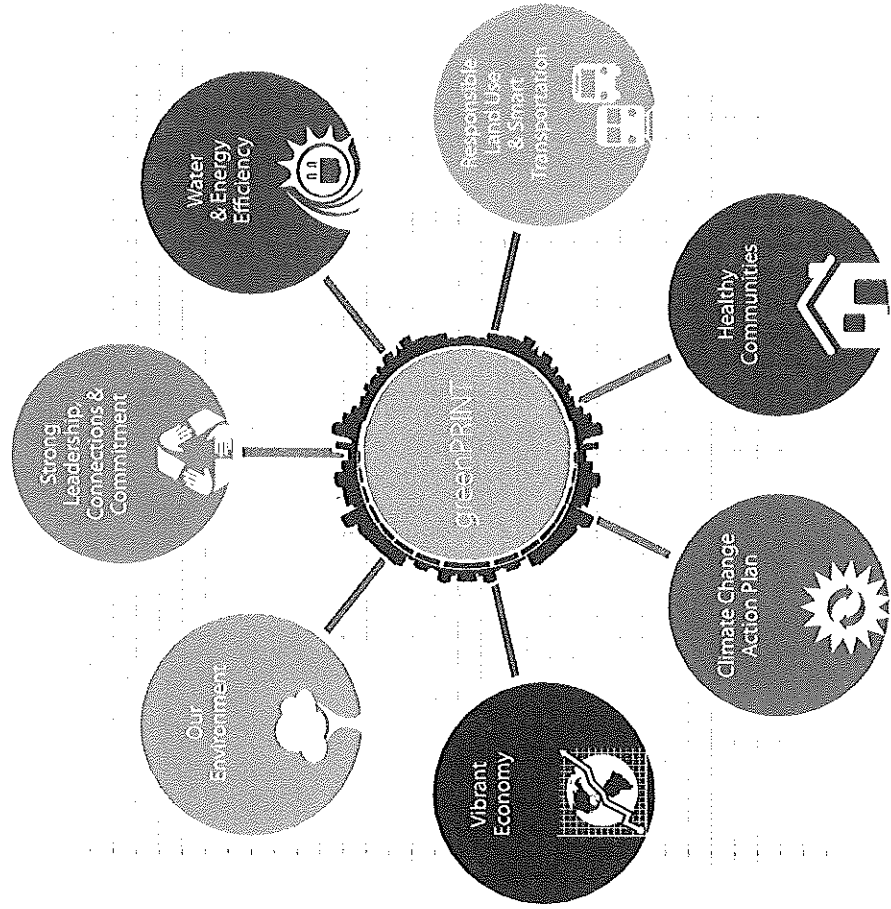
Milestones

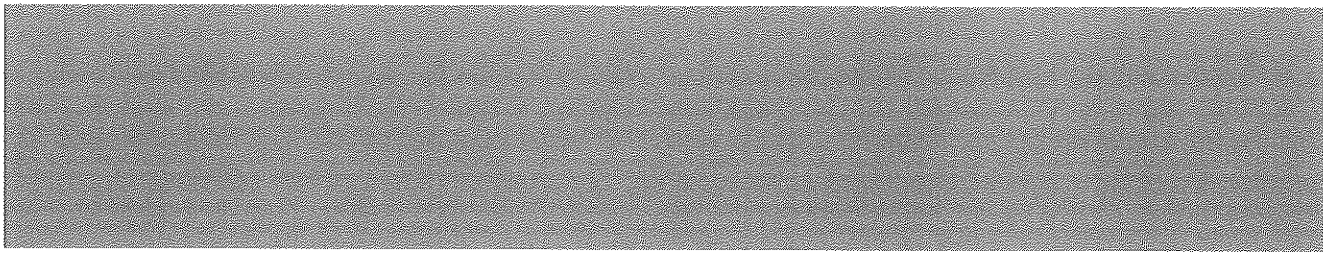


GreenPrint also makes a special effort to include concrete strategies and actions to help achieve the sustainable development vision laid out by a 30-year Comprehensive Development Master Plan (CDMP) in light of climate change considerations. The CDMP provides for sustainable development, adjusting developable land capacity to meet projected needs, preservation of wetlands and agricultural areas and protection of drinkable water wetlands. It expresses the County's general objectives and policies, addressing where and how development or conservation of land and natural resources will occur during the next 10 to 20 years, as well as the delivery of County services to accomplish the Plan's objectives.

During the development process, 14 plans were reviewed and their relation to sustainability considered. When appropriate, sustainability components were integrated into GreenPrint as goals or within the goal area text. These components are included as initiatives if deemed critical to achieving a GreenPrint strategy. A brief summary of each plan's purpose is included for reference within Appendix D: Existing Planning Documents.

Inherent to its mission as an overarching community plan, GreenPrint has been created to build on existing knowledge, enhance existing initiatives and engage existing stakeholders. Its success is not dependent on creating an entirely new framework or forcing partners into compliance; to the contrary, the goals of GreenPrint will live in its ability to unify and standardize this community's growing commitment to a sustainable future.



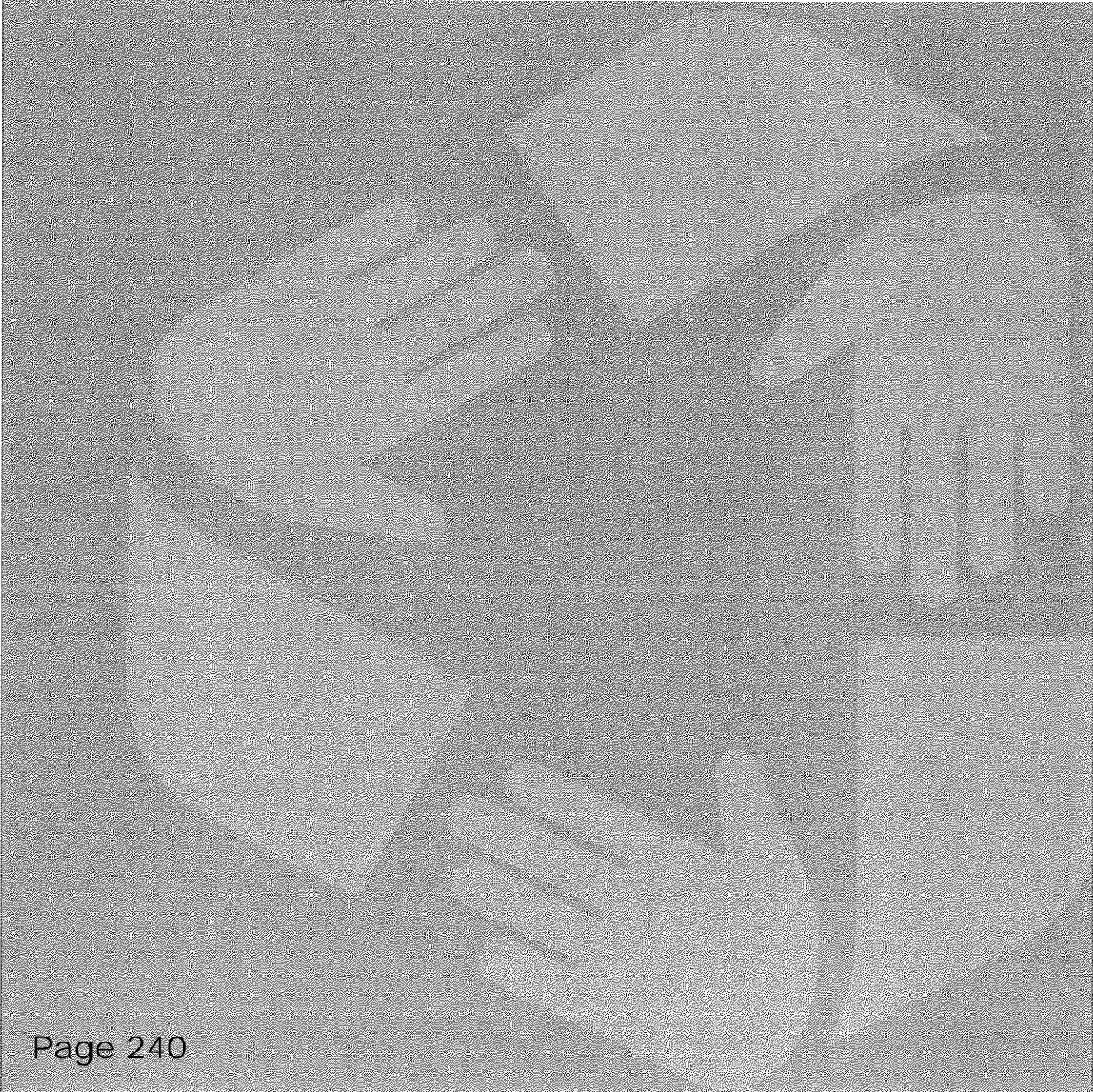


Strong Leadership, Connections & Commitment

Miami-Dade County has a strong record of environmental leadership and stewardship that dates back to the early 1990s. That rich history and local commitment in a community with obvious vulnerabilities to climate change has given Miami-Dade a voice on a national and international level. Miami-Dade County is shaping policy at the global table. We must continue to work at all these levels, from the international discussion to the individual and personal commitments.

Goals

- Create the next generation of green leaders





STRONG LEADERSHIP, CONNECTIONS & COMMITMENT

"We have a blueprint for staying green and sustainable... called 'GreenPrint.' It's getting noticed. We are at the forefront of green initiatives, but we need to make sure our efforts stretch beyond the confines of County government by forming partnerships with businesses, industries and residents. Commissioners, I need your help in shaping these proposals and turning them into policy."

- Mayor Carlos Alvarez, State of the County, February 24, 2010

Strengths & Accomplishments... Opportunities & Actions

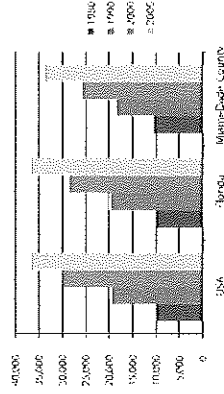
This goal area is unique to Miami-Dade County in comparison to other local government sustainability plans. It is here to reinforce the notion that this is not just a government plan, and it is not a plan for the bookshelf. This is an action-oriented, community-based, quality-of-life plan for a sustainable design for our future. It requires leadership to make tough decisions and change the status quo; connections to partners, because we are not alone in this and we do not have all the resources in the world; and commitment to persevere from generation to generation.

In order to create the next generation of green leaders, there must be willingness and a commitment to create interest, imagination, and innovation for investments in sustainability; craft a common language to communicate the importance of investments in sustainability to all segments of our rich and diverse community; become a role model for green government best practices; encourage and foster civic engagement and personal commitment; and incorporate sustainability into all levels of decision making by community leaders in all sectors.

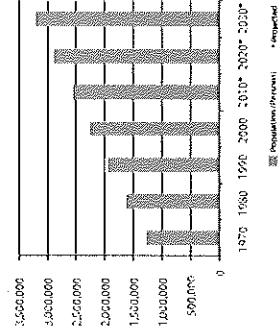
This is important because today we already face significant challenges. Miami-Dade County has a per-capita income falling further below the national average. Our unemployment rate continues to rise. We trail the state and the nation in the share of our residents with high-school diplomas. The Miami-Dade County Planning and Zoning Department continues to forecast population growth by 30,000 people per year. And while 49 percent of the population in the County is registered to vote and this number continues to steadily rise, the quality of life of our community as a whole could greatly improve with more participation in the public decision making process.

Rene Dubos was a French-American Pulitzer Prize winner credited with coining the phrase, "think globally, act locally" (Schendler n. pag.). In Southeast Florida we have inserted "work regionally" into that equation. Southeast Florida is already addressing climate issues beyond the borders of individual jurisdictions. The 5.6 million residents of our four counties exceed the population of 30 states and represent 30 percent of Florida's population. Commissioners representing each County announced a regional compact in October 2009 at the Southeast Florida Regional Climate Leadership Summit. The compact commitments include federal and state policy coordination on climate related issues, development of a Southeast Florida Regional Climate Change Action Plan, and annual participation in regional summits to mark progress. The development of a Regional Climate Action Plan builds on the individual work of each County to address climate change. This is leadership, connections and commitment in action.

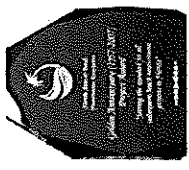
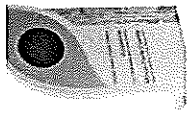
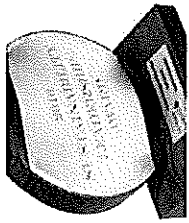
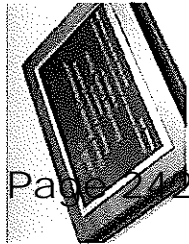
**Miami-Dade County
Per Capita Personal Income (\$) 1980 - 2006**



Population Growth



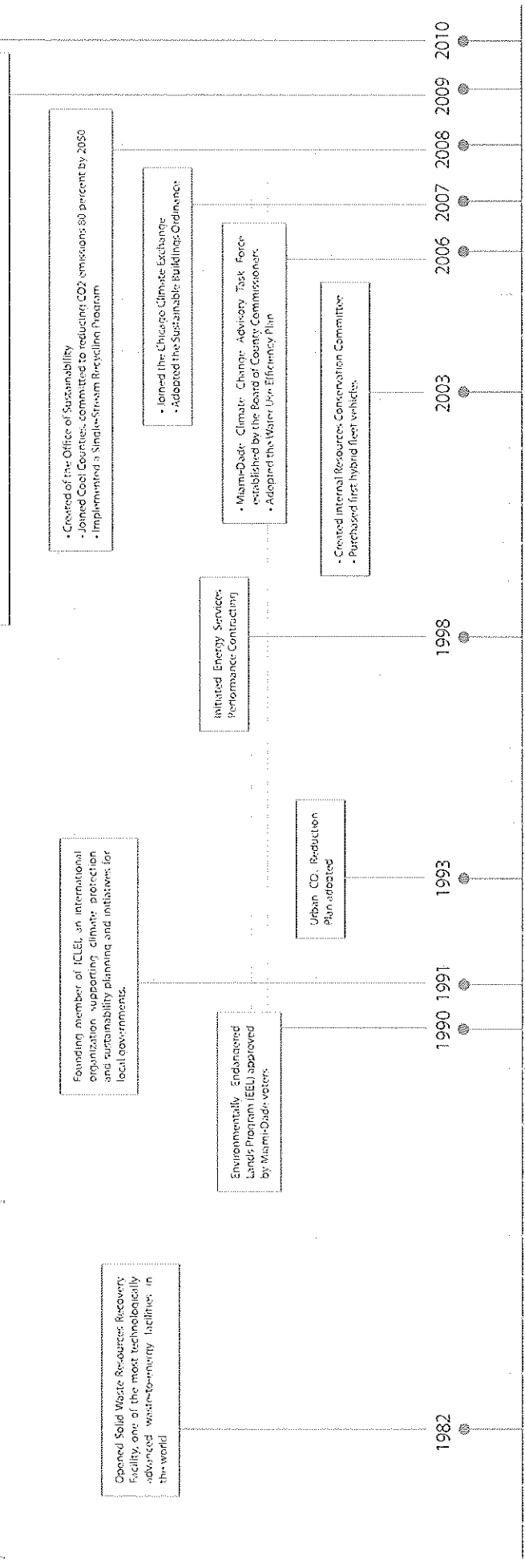
To make progress towards our strategies, initiatives must be critical, supported by our partners, and successful. Many of the following initiatives have their foundation in building upon existing relationships and developing new ones. A recent study of chief executives worldwide reinforced this notion: "Across the board, the CEOs we spoke to confirmed that partnerships and collaboration are now a critical element of their approach to sustainability issues." (UN Global Compact, Accenture CEO 2010).



- First hybrid Microbuses placed into passenger service
- First fuel-efficient hybrid waste collection vehicle placed into service
- Became a National Oceanic and Atmospheric Administration (NOAA) case study and pilot program and hosted the "Roundup for Adapting to Coastal Risks" workshop led by the Coastal Services Center in South Carolina
- Hosted the White House Council on Environmental Quality and the Interagency Climate Change Task Force Learning Session (one of six sessions nationwide)
- Received the "Most Outstanding Green Government" award by the U.S. Green Building Coalition South Florida Chapter
- Received the "Leadership Award for Process Innovation" byICLEI Local Governments for Sustainability for the Southeast Florida Regional Climate Compact



Sustainability Timeline



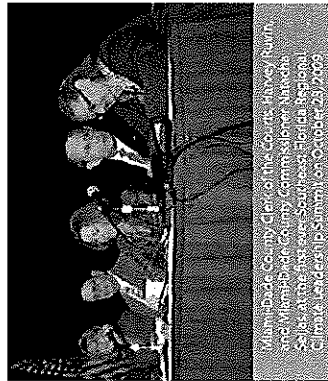
Strategies
 Strengthen regional and local community partnerships
 Integrate sustainability into all leadership systems
 Be green government role models
 Create ongoing outreach, education, and dialogue with the community about the implications of climate change and the benefits of sustainability

Leadership, Connections and Commitment Initiatives:

- 1. Strengthen regional and local community partnerships**
 - Implement the Southeast Florida Regional Climate Change Compact
 - Codify the sustainability planning process and create a formal leadership structure for GreenPrint implementation
 - Encourage all municipalities to adopt GreenPrint
 - Pursue more public-private partnerships to implement policies identified in County plans that improve County services

- 2. Integrate sustainability into all leadership systems**
 - Continue to participate in and influence sustainability policy formulation and decision-making at the national and international level through partnerships, conferences, and legislation
 - Integrate sustainability knowledge into existing leadership programs and new elected official orientations countywide

- 3. Be green government role models**
 - Integrate and prioritize climate change and sustainability in local government strategic planning, business planning and in fiscal decision making
 - Develop an interagency working group to ensure implementation of the CDMP by tackling conflicts between different County plans and within the development process



Miami-Dade County joins the Coastal Energy Youth and Miami-Dade County Green Schools Network. Sales Attorney Lee Schwartz, Florida Regional Climate leader in Summit on October 29, 2009.



US Department of Commerce Under Secretary of Economic Affairs, Deputy Assistant Secretary and Miami-Dade County Mayor Carlos Alvarez, with local interagency climate change adaptation assessors, building the interagency climate change adaptation assessment team. The meeting provided an opportunity for state assessors to listen to local and regional ideas, questions and concerns about climate change adaptation, and to describe federal efforts already underway to plan for climate change adaptation.

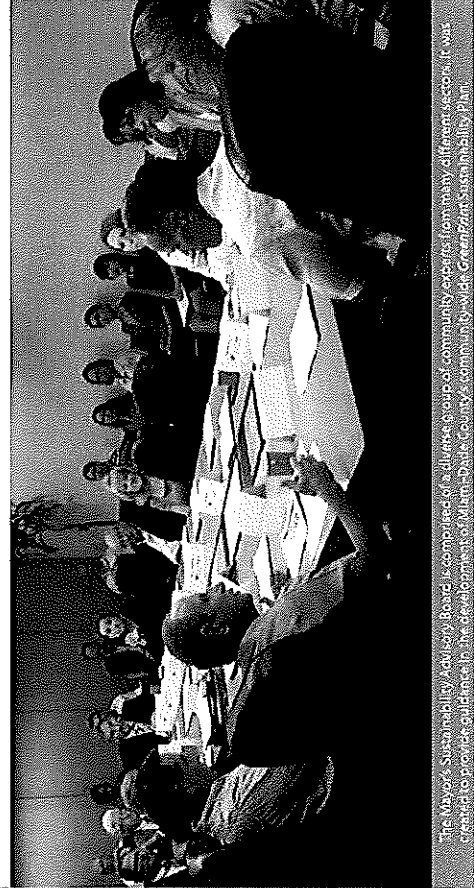
- Work with local Board of Rules and Appeals and other stakeholders to maintain the Florida Energy Code and to better define and set forth responsibilities of each trade in order to improve compliance with and enforcement of the Code (Within the Florida Energy Code and 2010 Florida Statutes, Chapter 468, Part XII)
- Adopt existing draft County Ordinance (per Resolution R468-06) requiring water efficiency retrofits at point of home resale (prior to changing ownership) and later update the ordinance to require additional retrofits focusing on energy efficiency

- 4. Create ongoing outreach, education, and dialogue with the community about the implications of climate change and the benefits of sustainability**
 - Develop and implement ongoing community outreach about sustainability and climate change
 - Estimate the Costs of Action vs. Inaction and communicate implications to key decision-makers

"Our survey found widespread agreement among CEOs about what the next era of sustainability will look like: It is one where sustainability is not only a separate strategic initiative, but something fully integrated into the strategy and operations of a company. As one emerging economy CEO told us, 'Currently, the burning issue is how to better incorporate sustainability into daily practice.'"

-UN Global Compact- Accenture CEO Study 2010

Sustainability and the implications of climate change bring a different managerial twist to any organization. Learning and communicating with each other as government entities, business, and major institutions will help to facilitate this change. Eventually, it will be integrated into how we do business. Public Management magazine, a publication from ICMA, drove this home: "Educating residents about sustainability is important. When speaking to them, it may be good to refer to sustainability as being about local people, local places and local prosperity. To bankers, speak about living off the interest not the principle. To farmers, speak about not eating your seed corn. To the elderly, speak about their grandchildren. To veterans, speak about our nation's security. To scout groups, speak about leaving your campsite better than you found it... speak out" (Reid). We need to keep speaking.



The Mayor's Sustainability Advisory Board is comprised of a diverse group of community experts from many different sectors. It was created to provide guidance in the development of Miami-Dade County's county-wide GreenPrint Sustainability Plan.

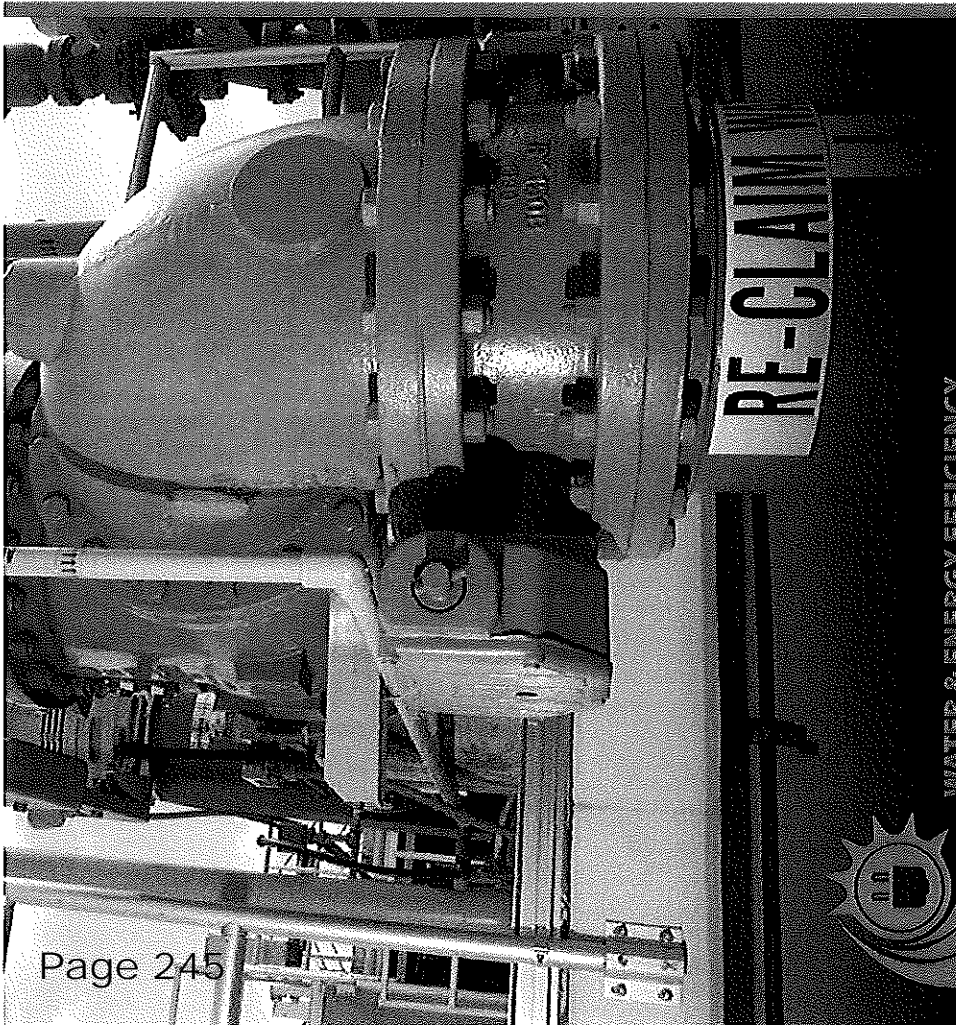


Water & Energy Efficiency

Water and energy are vital to all communities and are intricately linked in terms of generation and supply. We can seek and develop new resources to increase supplies, but the simplest and cheapest way to secure a sustainable future is by decreasing demand through efficiency and conservation. As we use less water, we use less energy, and vice versa. Some strategies are simple: using more efficient light bulbs, programmable thermostats and low-flow plumbing fixtures. We can also introduce smart energy systems that allow for more effective monitoring and control of an entire office building. We can even pursue alternative and renewable sources, such as solar energy. What's most important is that as a growing community, we simply use less. This nearly always leads to more money in our pockets. It's the essence of common sense.

Goals

- Use less water and energy
 - Reduce per capita non-renewable energy use to 20 percent below 2007 baseline by 2015. Reduce water consumption by 1.5 million gallons a day. Reduce government electricity use by 20 percent from 2007 to 2014 in accordance with Board of County Commissioners legislation.



"The Block Grants are a major investment in energy solutions that will strengthen America's economy and create jobs at the local level. The funding will be used for the cheapest, cleanest, and most reliable energy technologies we have—energy efficiency and conservation—which can be deployed immediately. The grants also empower local communities to make strategic investments to meet the nation's long-term clean energy and climate goals."

—U.S. Secretary of Energy Steven Chu

Strengths & Accomplishments...Opportunities & Actions

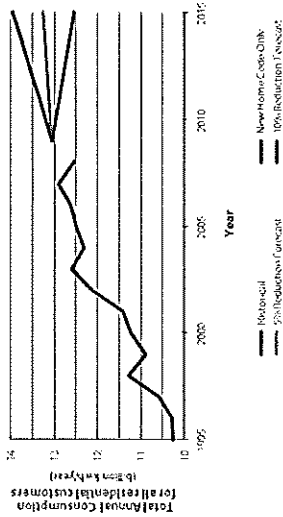
The water and energy connection

Energy and water are related in just about every imaginable way from the production of electricity and potable water, down to the lights and water in our homes that we too often take for granted. The water-supply industry uses large amounts of energy to transport, treat and deliver water. On the flip side, vast quantities of water are required for all stages of energy production, from extraction to processing and refining, to transportation, to power generation itself. Understanding this relationship highlights the importance of conserving water and practicing energy efficiency. For every kilowatt saved, water is also saved. For every gallon of water not used, energy demand is reduced. Investments in and incentives for energy and water conservation must be high priorities, and progress in one area will be reflected in the other.

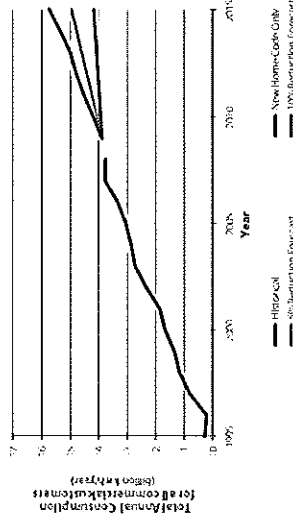
Efficiency versus conservation

It is important to note the difference between efficiency and conservation. Efficiency is getting the most productivity out of each usable unit of energy or water. In contrast, conservation normally refers to actions taken by consumers to reduce their resource use (i.e. turning off the lights when leaving a room, or turning off water while brushing teeth). The promotion of efficiency aims to reduce the amount of kilowatt-hours or gallons needed to satisfy a consumer's demand for end-uses such as cooling and hot-water heating; in other words, to get more out of each unit consumed. Consumers generally need to make upfront investments, such as more expensive, higher efficiency appliances and products, such as low-flow faucets, windows and insulation.

Miami-Dade County Residential Consumption Projections



Miami-Dade County Commercial Consumption Projections



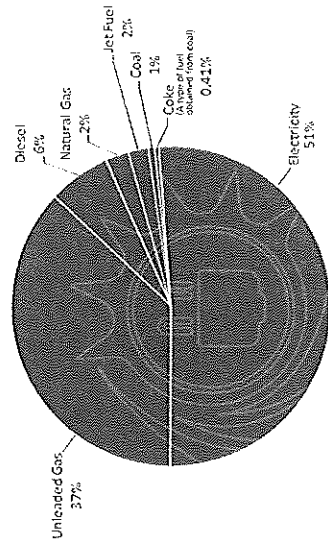
Improving the energy performance of our buildings can have important impacts on our electricity consumption. As illustrated by the graphs, exceeding code requirements has the potential to change the trajectory of our growth trends.

The benefits of becoming more energy efficient

Uninterrupted access to reliable energy is critical to operating the buildings, equipment and vehicles that we depend upon every day. Sustaining our current lifestyle, absent a critical and deliberate effort to increase efficiency and use alternative sources, will only become more challenging due to economic costs, geo-political instability, and the natural environment (i.e. climate change, air pollution, natural resources extraction). These costs have long-term ramifications for the quality of life we want to maintain and pass along to future generations.

On average, electricity accounts for 75 percent of the cost of producing municipal water, primarily for capturing, treating, and distributing, and using the water. After the water is used, more energy is required to treat the wastewater.

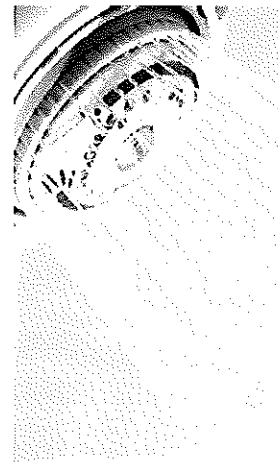
Miami-Dade County Community Fuel Emissions by Type (2005)



Our current energy supplies – nearly 90 percent of which go toward transportation and electricity generation – are unsustainable in numerous ways. Environmental, extraction, transport and combustion of fossil fuels can hazardously impact human health and natural ecosystems. Our community does not have local supplies of oil, natural gas and coal, requiring the added expense, environmental impact and geo-political implications involved with importing those fuels from other states and countries. Nuclear energy, despite its smaller emissions footprint, consumes vast quantities of water, and creates the long-term challenges associated with disposing of contaminated waste. The key then, to meeting sustainability goals related to climate change, is to work collaboratively to reduce dependence on these supplies.

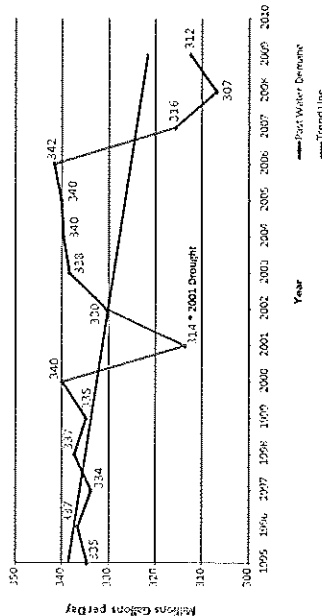
We are using less water

Developing efficient practices and using water wisely is paramount to preventing future water shortages and protecting water quality. Efficient water use ensures the sustainability of the Biscayne aquifer to meet future demand. Our strong water conservation efforts have been successful, helping us reduce and defer infrastructure costs and meet future water demands without causing harm to our water resources and surrounding natural systems.



For Miami-Dade County, conservation has proven to be the most economically feasible water management approach. Our per-capita use in 2009 was 139.6 gallons of water per day, down from 158 gallons four years prior. In 2009, the County produced an average of 312.5 million gallons per day (MGD) and served a population of more than 2.2 million customers. Miami-Dade has excellent drinking water quality, and its protection is addressed in the *Our Environment* goal area of *GreenPrint*.

Historical Community-wide Average Water Use



In 2006, the Miami-Dade Board of County Commissioners adopted the Miami-Dade Water Use Efficiency Plan. Since then, Miami-Dade residents have responded to the call to be more efficient in their water use, contributing to a drop in consumption of over 28 million gallons per day. It is important that Miami-Dade County residents continue this trend in order to sustain the Biscayne aquifer water supply.

Leveraging funding opportunities

In 2009, Miami-Dade County was awarded a \$12.5 million federal grant through the U.S. Department of Energy's Energy Efficiency and Conservation Block Grant program (EECBG). The program, initially funded under the American Recovery and Reinvestment Act, has provided \$3.2 billion in funding to more than 2,300 cities, counties, states, and Indian tribes nationwide to assist in improving energy efficiency, reducing energy use and fossil-fuel emissions, and creating green jobs locally. It has also empowered local communities to make strategic investments to meet the nation's long-term goals for energy independence and leadership on climate change.

The award of EECBG funds has enabled the County to jump start energy efficiency projects that otherwise would not have been implemented. Thirteen grant-funded activities, which include a mix of energy-management projects, citizen outreach and education opportunities, sub-grants, pilot/demonstration programs, construction projects, and incentive programs, are being implemented across eight County departments. This mix of projects showcase and demonstrate the additional energy-efficient projects the County can undertake.

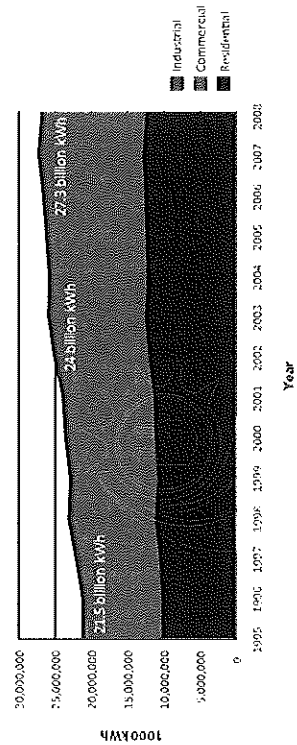
Those activities complement the County's integrated Energy Efficiency Conservation Strategy which aims to:

- Improve our ability to manage and reduce energy use across our government operations
- Enable, demonstrate and evaluate the performance of energy-efficiency and renewable-energy retrofits of facilities and other energy-consuming government assets
- Provide targeted community-wide financial assistance and industry-based financial incentives for energy efficiency and renewable energy
- Target behavior change community-wide for energy conservation

The Office of Sustainability is managing the EECEBG program over its three-year term. Specific activities include:

1. Enterprise-wide and facility-based energy management systems upgrade and coordination at the Stephen P. Clark Government Center and Gerstein Justice Building.
2. Community-wide energy efficiency campaign aimed at achieving long-term behavior changes to reduce energy. Elements include, but are not limited to, energy workshops, light bulb exchange program, and an energy savings challenge for businesses and residents.
3. Grants to Green Nonprofits (G2GN) Program which offers grants to local nonprofit and faith-based organizations to perform energy audits and energy-efficient building retrofits, replacements and upgrades.
4. Development of sustainable capital improvement procedures and guidelines to ensure that the County's capital improvement process maximizes energy conservation for new construction and building renovations.
5. Methane sequestration from the South Dade Landfill combined with digester gases to power water and sewer operations at the South District Wastewater Treatment Plant.
6. Energy efficient and sustainable buildings: evaluation of building/zoning codes and permitting processes to identify recommended changes to remove energy-efficient and climate change obstacles to land use and development.
7. Cool roof retrofit project at Homestead Library which replaces the existing roof with a high-reflective Cool Roof system.
8. Daylight harvesting demonstration which sets programmable lighting controls tied into daylight coming in from outside at the Naranja and Kendall Lakes libraries.
9. Pilot desktop virtualization project which replaces nearly 1,600 personal computer workstations with more energy-efficient virtual desktops utilizing "thin client" technologies to reduce power consumption and environmental waste.
10. Energy-efficient lighting on "Green Roadway" demonstration to promote people-friendly movement by including high-efficiency lights and pedestrian-friendly access while reducing energy use and air pollution.
11. Solar power systems demonstration which installs solar panels on the roofs of recreational buildings at the Country Village, Martin Luther King, Jr. Memorial and Westwind Lakes parks.
12. Energy-efficiency revolving loans will be offered to all Miami-Dade businesses to perform energy audits and energy-efficient building retrofits, replacements and upgrades.
13. Sustainable technologies demonstration to identify and test equipment, technologies and services that can enhance building sustainability at existing County facilities.

Total Electricity Consumption of Miami-Dade County 1995-2008



Source: Florida Power & Light, 2009

The following strategies reflect the common-sense pairing of water and energy. They are designed to conserve and improve efficiency through innovative approaches.

Strategies

- Reduce energy and water consumption through increasing efficiency
- Improve energy planning through public-private partnerships
- Continue water and energy efficiency and conservation campaigns
- Expand alternative fuel (bio-diesel/waste-based bio-diesel) and renewable energy industries
- Be government leaders in energy, fuel and water efficiency



Miami-Dade County policy requires all County-owned building projects, both new construction and renovation, to be certified at the LEED (Leadership in Energy and Environmental Design) Silver level. Pictured above the General Services Administration Trade Shops were designed to meet rigorous standards for energy and water efficiency.

"Our most promising energy resource lies not in some new fuel or yet-to-be-invented technology, but rather in the potential to reduce demand through improvements in energy efficiency."

-Center for Housing Policy

Year	Electric Consumption			Total Miami-Dade County Electric Customers	Residential Customers	County Population
	Annual Countywide Consumption (Residential Only)	Annual Residential Consumption (Residential Only)	Average Residential Consumption (Per Capita Residential With)			
2000	23,951,899	11,234,637	14,742	896,736	782,839	2,252,362
2001	24,328,587	11,411,103	14,789	908,597	798,815	2,285,869
2002	25,512,650	12,122,334	15,242	920,563	809,506	2,312,478
2003	26,279,216	12,892,363	15,298	926,083	823,210	2,345,932
2004	26,251,400	12,311,684	14,739	951,090	835,301	2,379,816
2005	26,637,284	12,494,972	14,727	966,206	848,446	2,422,075
2006	27,092,059	12,614,845	14,684	979,094	859,113	2,437,022
2007	27,733,222	12,889,040	14,715	998,204	875,901	2,467,583

Source: Florida Power & Light; Miami-Dade County, Department of Planning and Zoning, 2008

Electric use is directly linked to population growth, however the rate of increase in Miami-Dade County's electricity use is outpacing that of its population. To determine how efficiently electricity is being used, we can look at per capita electricity consumption. While the growth rates should correlate, the per capita use should ideally remain stable or decrease as efficiency standards and awareness improve. Despite this, between 2000 and 2007, the per capita electricity use has increased, in large part due to increased square footage demand for all conditioning, as well as popularity of technologies such as large screen televisions and digital video recorders, which now account for more electricity use than the traditional light bulb. The Green Plan goal is to reduce electricity consumption participation by 20 percent.

The water and energy efficiency initiatives include both new and existing approaches to accomplishing our strategies and stimulating advances in commercial, private and government arenas. They truly reflect a community approach with a focus on public-private partnerships for implementation. As such, this goal area beneficially overlaps the Vibrant Economy goal area.

Water & Energy Efficiency Initiatives

- 1. Reduce energy and water consumption through increasing efficiency**
 - Continue to implement the Water Use Efficiency Plan and the Non-Revenue Water Loss Plan initiatives to meet established reduction targets
 - Incentivize energy efficient development prioritizing walkable, transit-oriented areas
 - Implement EECBG projects
 - Promote and create innovative financing for energy efficiency
- 2. Improve energy planning through public-private partnerships**
 - Create a Miami-Dade Energy Alliance with a diverse group of stakeholders to implement sustainable energy and building management system retrofits and practices that conserve energy, natural resources, and provide reinvestment savings
- 3. Continue water and energy efficiency and conservation campaigns**
 - Continue to implement current campaigns and pursue additional funding
- 4. Expand alternative fuel (bio-diesel/waste-based bio-diesel) and renewable energy industries**
 - Explore partnerships with large public and private landowners/entities to implement alternative fuel/energy parks and incentivize in public and private use
 - Incentivize local and sustainable alternative energy/fuel industries, and enact legislation to remove obstacles and stimulate the industry

- 5. Be government leaders in energy, fuel and water efficiency**
 - Develop and implement a government energy efficiency master plan
 - Continue to implement Energy Star Portfolio Manager Benchmarking of County facilities
 - Develop incentives for County employees to save energy through the Idea Machine
 - Create a countywide energy reinvestment fund to capture savings from energy efficiency projects and reinvest in new energy efficiency projects, making the EECBG program financially sustainable
 - Retrofit government facilities according to water efficiency audit recommendations
 - Continue fuel reduction and monitoring programs such as Chicago Climate Exchange
 - Continue to transition fleet to hybrid electric vehicles
 - Continue to purchase hybrid-hydraulic diesel garbage trucks
 - Create a process to purchase biodiesel that complies with Environmental Protection Agency's biodiesel protocol which requires a minimum 50 percent GHG lifecycle reduction
 - Develop a process that facilitates delivery of diesel fuel to Miami International Airport from Port Everglades through existing aviation fuel pipeline



In September 2010, Miami-Dade County acquired the first of what will become a fleet of six hybrid hydraulic diesel waste collection vehicles.



Our Environment

Miami-Dade County is internationally recognized for its beaches and pristine waters. Beyond the beaches are ecosystems that are unique, diverse and directly linked to water management. So valuable are these critical resources that two national parks, a National Marine Sanctuary, State of Florida aquatic preserves and water conservation areas have been created. Underlying all of South Florida is the Biscayne Aquifer, a shallow, porous limestone formation that has historically provided all urban and agriculture supply of fresh water.

Vulnerable natural resources have been altered throughout the years. Progressive environmental programs seek to protect, restore, and minimize harm to these resources, but major paradigm shifts are upon us, and we must continue to act.

Goals

- **Maintain exceptional quality of air, drinking water, and coastal waters used for recreation**
Continue to achieve the best air quality rating at least 90 percent of the year and exceed drinking water quality standards. Prevent degradation of our outstanding Florida waters.
- **Protect and enhance Biscayne Bay, the Everglades, and vital ecosystems**
Restore and enhance more than 500 acres of coastal habitats and wetlands, and preserve more than 24,000 acres of environmentally endangered lands.
- **Reinvent our solid waste system**
Reduce or divert 75 percent of our solid waste by 2020 through reusing, recycling, and generating electricity.



Our Environment

Practically without exception, areas that have been turned over to the Services national parks have been of cooperative value with existing features so outstanding that if the Services were able to merely retain the status quo, the job was success. This will not be true of the Everglades National Park. The reasons for even considering the Everglades National Park as a national park are 80 percent biological ones, and hence highly perishable. Primitive conditions have been changed by the hand of man, abundant wildlife resources exploited, woodland and prairie burned and rebounded, water levels altered, and all the attendant, less obvious biological conditions disturbed.

Daniel B. Beard, Wildlife, Reconnaissance: Everglades National Park Project, 1938

Strengths & Accomplishments... Opportunities & Actions

Miami-Dade is a leader in environmental protection

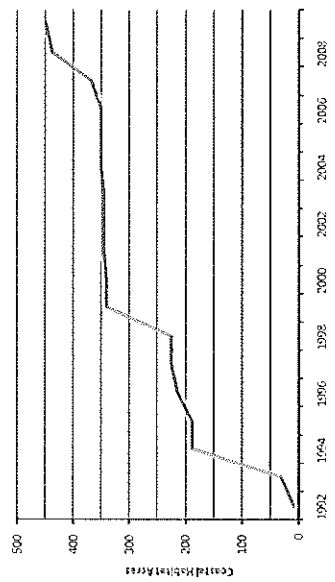
Our drinking water, drawn from the shallow Biscayne Aquifer, is of exceptional quality and rated among the best nationally. It has been protected through strong land use regulations, other legal protections and a community culture of preservation. To assure that there is an adequate supply of fresh water to meet the needs of both the natural system and human uses, strong water conservation, wastewater reuse, and development of alternative water supply are growing priorities. In spite of continuous significant population increases bringing increased pollution potential and other pressure on natural resources, our beaches remain swimmable, and portions of Biscayne Bay seagrass communities and mangrove shorelines remain largely undisturbed. Twenty miles of our barrier island beaches, once severely eroded, are now continually renourished through federal, state and local efforts, including restored coastal dune systems and sea turtle nesting habitats. Our air quality is excellent.

"Clean air, clean drinking water, swimmable waters, and quality ecosystems are fundamental for our future. They are the backbone of a healthy community. They support our economic system. Without a doubt, environmental protection costs less than treatment, restoration, or irreparable loss."

-Carlos Espinosa, Department of Environmental Resources Management Director

Much of our now-developed land was historically pine rockland forests or part of the greater Everglades ecosystem, made up of wetlands that allowed flow of freshwater from sawgrass prairies to coastal wetlands and estuaries. In other words, today's built environment has replaced much of our native, natural and wet areas. Flood control canals and structures were built to allow for agriculture, residential development and water supply but altered the natural patterns of freshwater flow. This canal system does provide effective drainage, and with additional improvements, we now rank in the top five percent in the nation for flood control efforts according to the Federal Emergency Management Agency's Community Rating System. We have approximately 148,200 acres of wetlands remaining within Miami-Dade County borders, important for recharging our aquifer. Since 1990, our County has acquired and preserved more than 23,000 acres of environmentally endangered degraded coastal ecosystems. In addition, the state and federal governments have preserved 80,000 acres within Miami-Dade County, in addition to Everglades National Park, the Everglades Wildlife Conservation Area and Biscayne National Park. These preserved areas provide habitat for native fish and wildlife, as well as threatened natural forest, wetlands and tropical plant communities. Agriculture, open lands, and environmental protection areas in south and west Miami-Dade help to provide a "green" buffer between the national parks and urban development.

Cumulative Acres of Coastal Habitat Restored



We cannot credit these accomplishments to luck. The keys have been leadership, commitment, careful County stewardship and governance achieved through strategic planning and successful programs, as well as collaborative efforts with federal, state, other local government and non-governmental resource-management organizations.

In spite of these efforts, we face several concerns



The Environmentally Sensitive Lands (ESL) Program was established in 1990 through a countywide referendum which approved a 1/2 cent increase in sales tax and a 1/2 cent addition to the property tax. The program's goal is to ensure that the lands are protected from development and will continue to provide natural habitats. Over the years, over 20,000 acres are included in the program. The program's goals include: (1) water wetlands, coastal wetlands, coastal wetlands, and scrub habitat.

New water-treatment technologies promise more sustainable alternative water supplies through the beneficial reuse of wastewater, but they are expensive and energy intensive. Our low-lying terrain and porous aquifer are especially vulnerable to contamination and to potential impacts from sea-level rise and other climate change factors. As sea levels rise, movement of saltwater further inland and through the aquifer threatens coastal water supply wells and may overwhelm protective coastal dunes and mangroves. Gravity-based drainage infrastructure and canals will not perform as effectively as groundwater levels increase in the future. Populations of native plants and animals are increasingly threatened by invasive exotic species, which reduce the ecological, economic and lifestyle benefits that the natural communities provide. Conservation and restoration of natural resources will create a healthier and more resilient environment more adaptable to climate change.

In response to the effects caused by development, a multi-billion dollar federal and state program, the Comprehensive Everglades Restoration Plan (CERP), was approved by Congress in the Water Resources Development Act (WRDA) of 2000. It includes more than 60 elements to restore the South Florida ecosystem by improving water quantity, quality and delivery to more closely resemble natural patterns. Successful implementation of CERP is expected to improve conveyance of water quantity and quality to South Florida. Although CERP will not create new supplies of water for human consumption or increase flood protection, additional freshwater may help to reduce the effects of saltwater intrusion and increase the resilience of the natural system to climate change and development impacts.

The topography and meteorological patterns of South Florida help remove harmful air emissions from our community, but we produce greenhouse gas emissions that impact our neighbors. The Environmental Protection Agency (EPA) is strengthening its air-quality standards, which will result in reduced ratings in the near future. Initiatives to reduce emissions will provide benefits for both air quality and climate change mitigation.

Developing a sustainable solid waste system

Our Environment is not only composed of the natural beauty described above, but also the management of the resources we use. The amount and type of waste generated by a community – and the strategies employed to manage or treat that waste – contribute to the many facets of a sustainable community: human health, the environment, land use, and economic development. Our solid-waste system is a crossroads and must be reinvented for the most effective use of our land resources and out of economic necessity. A new solid waste master plan is under development, and its operational and

In 2006, 24 percent of our solid waste was recycled, 30 percent was converted into energy through incineration and 46 percent was landfilled. Through the plan, we will divert more waste from the landfill, conserve resources through 355,000 energy-saving light bulbs, approximately 20,000 tires in household use.

financial foundation is sustainability. This plan should provide the highest and best value for waste-stream components. The planning process will address several realities, including decreasing landfill capacity, expiring customer contracts, disposal tonnage that is significantly impacted by the economy and hurricane activity, and a new statewide goal to divert the bulk of solid waste from landfills. The master plan will explore more waste-to-energy opportunities, mulching and composting alternatives, examine a "pay-as-you-throw" collection system, and consider rate structure options for the disposal system, all within the context of the entire solid waste management system. It will also address how to reinvent the current business model, which relies on waste for disposal revenue.

Recycling Conversion from Dual-Stream to Single-Stream
Tons Collected per Month - Cumulative



The master plan is an opportunity to build upon many strengths. Since 2008, residential recycling increased 88 percent with the introduction of an easy and convenient single-stream approach. Recently, the County has begun the process to sequester methane gas from the South Dade landfill to help power the Water and Sewer South District Wastewater Treatment facility.

The following strategies and initiatives within GreenPrint outline specifically how we will maintain drinking water quality, protect and restore our natural environmental resources, and meet our waste system needs now and in the future.

Strategies

- Implement wastewater reuse to provide future water supply and benefit the environment
- Address salt intrusion that threatens drinking water wells and sensitive natural areas
- Protect, enhance, and restore our natural resources
- Protect environmental and other lands that may be important for ecosystem and community resilience
- Develop a Sustainable Solid Waste System and Master Plan, using waste to benefit our economy and environment

Waste Production

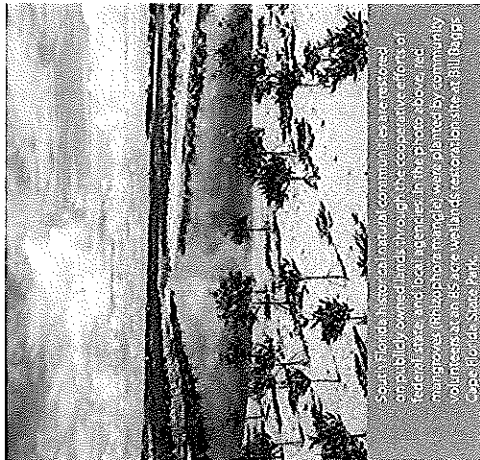
	2005	2006	2007	2008	2009	2010
Tons of Waste/Person	1.79	1.73	1.88	2.08	1.86	1.61
Percent Change in Waste/Person	-0.5 percent	-3.5 percent	8.7 percent	10.6 percent	-10.6 percent	-13.44 percent

(Annual Tonnage - Wastestream/Population) • (FDEP 2008 Report/Calendar year/groestons)

The initiatives in this goal area build upon our conservation success. Together, they illustrate the connections of the natural environment to protect and preserve our water supply. And, of course, these actions steps address and highlight the management and treatment of waste within the context of sustainability.

Our Environment Initiatives:

- 1. Implement wastewater reuse to provide future water supply and benefit the environment**
 - Implement Wastewater Reuse Projects consistent with the 20-Year Water Use Permit and the Miami-Dade Water and Sewer Department Master Plans to recharge the Biscayne Aquifer
 - Develop a water and wastewater utility and municipal working group to identify and implement wastewater reuse opportunities at both the utility and municipal levels
 - Assess the feasibility of using highly treated wastewater to rehydrate wetlands and Biscayne Bay



South Florida Technical Institute (STI) has been awarded a grant to restore publicly owned lands through the cooperative efforts of federal, state, and local agencies. In the photo above, local managers (in appropriate attire) work in partnership with community volunteers to help restore wetlands and habitats at all types of South Florida State Parks.

- Continue to support the Comprehensive Everglades Restoration Plan (CERP)
- Report the air quality benefits of mass transit use and reduced vehicle miles traveled
- Continue to pursue funding for government and private diesel retrofit projects in partnership with the EPA Southeast Diesel Collaborative

- 4. Protect environmental and other lands that may be important for ecosystem and community resilience**
 - Continue to acquire important lands through the Environmentally Endangered Lands (EEL) program
 - Explore alternative funding sources for the EEL program such as a carbon offset sequestration program

At the end of the day, this is Miami-Dade, and it's all about the water: protecting it, conserving it and preserving it.

- 2. Address salt intrusion that threatens drinking water wellfields and sensitive natural areas**
 - Formalize an interagency working group to evaluate and address issues associated with salt water intrusion
 - Monitor the Isochlor line and address spatial gaps in salt intrusion data gathering
 - Construct a water control structure on/near the Florida City Canal to isolate this canal from South Florida Water Management District's dry season agricultural drawdown
 - Construct a earthen plug at the Card Sound Road Canal

- 3. Protect, enhance, and restore our natural resources**
 - Continue to minimize the impact of development on natural resources such as air, wetlands, Biscayne Bay and coastal habitats, natural forest communities, and trees through regulatory programs
 - Identify dedicated funding sources for beach renourishment projects to maintain quality beaches and minimize the negative impacts of storm events
 - Continue to enhance and restore coastal habitats important for the health of Biscayne Bay
 - Develop appropriate indicators of the status and health of the resources of Biscayne Bay, through a collaborative approach with academic, governmental, nongovernmental organizations, and stakeholder entities

Estimated Facility Capacity by Year

Facility	Year	Capacity (Million Gallons per Day)
North Dade Landfill	2017-2014	
South Dade Landfill	2017-2020	
Resources Recovery Ash Landfill	2020-2023	

- 5. Develop a sustainable Solid Waste System and Master Plan, using waste to benefit our economy and environment**
 - Continue to develop a sustainable Solid Waste Master plan
 - Use waste as energy at the Water and Sewer Department (WASD) South District Wastewater Treatment facility
 - Explore a residential composting program
 - Explore a private sector development of a local soil/compost industry
 - Continue to increase participation in the residential recycling program
 - Partner with community leaders, and private entities to elevate commercial and multi-family recycling
 - Mandate recycling in all local government buildings
 - Explore a pilot composting and mulching program for County operations such as Public Works and Park and Recreation

The environment is one of the three pillars of sustainability, and *GreenPrint* is a plan about balance. We have been successful in prioritizing the environment in Miami Dade, and continuing to balance the environment with our society and our economy will make us stronger and more resilient for years to come.

It's not always obvious, but the economic benefits from beach renourishment are far from obvious. Beach renourishment is a multi-million dollar project that provides more than 500 jobs in the industry, while also creating many other jobs. Engineers, computer programmers, and other professionals are needed to design, build, and maintain the beach. Subsequent development of the Miami Dade shoreline has greatly increased the rate of beach renourishment. Beach renourishment provides regional and national benefits. For every dollar invested in beach renourishment, the national economy gains \$1.50 in beach renourishment. The Army Corps of Engineers' study shows that the national economy gains \$1.50 in beach renourishment for every dollar invested.



By annuals only, Miami-Dade's way of celebrating our Bay. This beach cleanup event was created in 1987 in an effort by Miami-Dade County to save Biscayne Bay one of South Florida's most important natural resources. At the time, the Bay was being threatened by various sources of pollution (like sewage run off from the docks, and other contaminants). The event was born with the idea to involve the community in its rescue efforts. Through the years, Biscayne has become the largest shoreline cleanup in South Florida with a range of 2,000 community participants and 50 tons of trash collected annually.



Responsible Land Use & Smart Transportation

America benefits from great quantities of land, which is reflected in suburban land development patterns across our country. Our population continues to grow, but so does our understanding of sustainable development. As a nation, we are trying to shift from unsustainable sprawl to a more compact, efficient, and urban paradigm that increases our individual and collective quality of life while reducing greenhouse gas emissions. Transit and other alternative modes of transportation such as walking or biking, must support these land-use patterns. Miami-Dade County is no different than fellow cities and counties struggling with how to transform existing land development and transportation infrastructure to meet a more sustainable standard of design. Along with the rest of the nation, we are struggling with how to creatively fund mass-transit improvements. This goal area acknowledges new federal livability priorities and lays forth a plan to address local challenges both internal to County operations and external for municipalities and our development industry. It lays out a vision but understands the realities that we face, taking gradual steps to move us in the right direction. Change is difficult, but progress is necessary if we are to provide for quality of life through walkable communities, long-term housing solutions, affordable housing and transportation costs, and preservation of open lands that provide water, natural resources and resistance to climate change.

Goals

- Use our land wisely, creating and connecting strong sustainable neighborhoods
- Provide more transportation options, reducing the time we spend in our cars.

Strengths & Accomplishments... Opportunities & Actions

It is up to us to use our land wisely

Miami-Dade County encompasses more than 2,000 square miles of land, including 418 square miles of urban development, cradled between two national treasures: Biscayne National Park and Everglades National Park. The County establishes, through its Comprehensive Development Master Plan (CDMP), general objectives and policies addressing where and how land development and conservation should occur during the next 10 to 20 years. The CDMP provides a framework for sustainable development by providing land capacity to meet projected needs while preserving wetlands and agricultural areas, and protecting wellheads for drinkable water.

The CDMP calls for the establishment of a more compact and efficient urban form within the County's Urban Development Boundary (UDB). More specifically, CDMP states that "the location and configuration of Miami-Dade County's urban growth through the year 2025 shall emphasize concentration and intensification of development around centers of activity, development of well-designed communities containing a variety of uses, housing types and public services, renewal and rehabilitation of blighted areas, and contiguous urban expansion when warranted, rather than sprawl." Successful implementation of this and other visionary objectives of the CDMP require a heightened level of coordination between all County agencies. The CDMP also calls for a better integration of land use development and the transportation system, recognizing the need to effectively link neighborhoods, urban centers, employment centers and other major destinations.

How are the Comprehensive Development Master Plan and GreenPrint connected? Miami-Dade County is in the process of adopting its Evaluation and Appraisal Report (EAR) for the CDMP. The EAR adoption process is expected to be completed in early 2011. It contains an analysis of goals, objectives, policies and major issues, as well as recommendations to amend the CDMP. Many of these amendments, such as those related to climate change, increasing transit ridership and directing infrastructure to urban centers, will establish new policies or modify existing policies to further initiatives in GreenPrint.

Transportation must support our land use patterns

An effective transportation network is a cornerstone of a livable and sustainable community. It determines the mobility of the community and is one of the main considerations when choosing a place to live. Access to public transportation and the ability to bike and walk as a transportation option have been identified by many public surveys as indicators residents use to assess the quality of life within a community. Because passenger cars are one of the greatest contributors to air pollution and greenhouse gas (GHG) emissions in Miami-Dade County, the overall health of our community is intimately linked to the movement of people and goods throughout the network. In addition, all indicators regarding congestion and the amount of time we spend in our cars continue to climb.

"The suburban model is not sustainable"

- Marc LeBlanc, Director, Miami-Dade Department of Planning and Zoning

Recent studies have analyzed the direct relationship between land use practices and greenhouse gas emissions, concluding that the "D" of compact development—density, diversity, design, destination, and distance—contributes to 12 to 15 percent reduction in vehicle miles traveled by 2050 (Urban Land Institute/20

According to the 2009 Urban Mobility Report, Miami-Dade is the fifth most congested metropolitan area in the nation by terms of travel time. In 2007, the total cost of congestion experienced by County residents amounted to approximately \$3.0 billion and resulted in a waste of approximately 1.02 million gallons of the population of Miami-Dade County. Congestion is also a major concern for the existing transportation system, which requires innovative investments and collaborative strategies to avoid the rising cost of congestion (MPO, "Near Term Transportation").



RESPONSIBLE LAND USE & SMART TRANSPORTATION

Historically, we have rebuilt our nation every 30 to 60 years... The choice is ours: either a society of homogeneous pieces isolated from one another in often fortified enclaves, or a society of diverse and memorable neighborhoods organized into mutually supportive towns, cities and regions"

- Suburban Nation, Andres Duany, Elizabeth Plater-Zyberk and Jeff Speck

currently the primary tool for measuring these development standards is through the adoption of transit-oriented development (TOD) plans and standards, which are developed as urban centers. Miami-Dade County has been in place for almost 10 years and has already had considerable success. Over 7,000 dwelling units and 3 million square feet of commercial development have been approved in urban centers that were created by standards.

Another critical piece of the formula, the efficiency of vehicles operating on our roads, is set by federal fuel efficiency standards. While these standards set the minimum allowable fuel efficiency, opportunities remain to encourage the purchase of more efficient vehicles for both government and private use. Other elements of a strong network, such as the structure and functioning of our roadways and public transportation, are directly addressed by the County through the institution of policies, goals, objectives, and measures set forth in several County plans.

Our Transportation System and Priorities

Miami-Dade Transit is the largest transit agency in Florida, providing 40 percent of the trips taken on public transit in Florida last year. The system consists of a 22-mile heavy rail rapid transit system, a downtown people mover system, a South Dade Busway, which is the longest Bus Rapid Transit system in Florida, an extensive bus system with more than 900 buses operating on 90 routes, and a Special Transportation System. Together these modes comprise an integrated system that carries more than 326,000 daily passenger boardings.

Connecting People to Transportation Options

Corridors

With limited funding for new capital projects and increasing operation and maintenance costs, the current transit priority is improving services and developing ridership within major corridors so that premium transit service such as bus rapid transit or a rail transit system can be implemented successfully when feasible. An example of this incremental approach to premium transit is in the recent improvements on the Kendall Corridor. In June 2010 Miami Dade Transit (MDT) implemented enhanced bus service with articulated hybrid buses, improved transit stops, Wi-Fi, Traffic Signal Priority, future park and ride lots and improved headways. Major corridors targeted for improvements are presented in the map.

Focusing on Centers

The Comprehensive Development Master Plan calls for development and redevelopment to occur along transit corridors and designated urban centers. Urban centers are designed to contain businesses, employment, civic, and/or high- or moderate-density residential uses within walking distance from transit stations. Roadways and other structures within the centers are designed to encourage pedestrian activity, safety and comfort. The proximity of housing and retail allows residents to walk or bike for some daily trips and encourages transit use for commuting. Ultimately, these centers are hubs for development intensification in Miami-Dade County around which a more compact and efficient urban structure will evolve. Designated urban centers are illustrated by map at the end of this section.

Rapid transit station sites and their vicinity are developed as urban centers. The developments in these areas are termed transit-oriented development (TOD). Types of TOD projects include large commercial and market-rate residential projects, such as at Dadeland South and Dadeland North Metrorail Stations, government office buildings at four Metrorail Stations,

and residential, mixed-use developments (affordable, workforce, or elderly housing units with retail spaces). Current and future housing TOD projects are identified by a star in the map at the end of this section.

Connecting our economic engines

The efficient movement of goods and people into and out of our ports, both airports and seaports, is critical to our economic growth and to reducing our local greenhouse gas (GHG) emissions. Miami International Airport (MIA) is the largest U.S. gateway for Latin America and the Caribbean and is one of the leading international passenger and freight airports in the world. The Port of Miami (POM) is geographically the first major Atlantic port in the U.S. for shippers using the Panama Canal and is expected to be a preferred port of call for larger New Panama vessels following the widening of the canal by 2014. The projects below will improve freight movement thereby reducing freight congestion and GHG emissions from local roads.

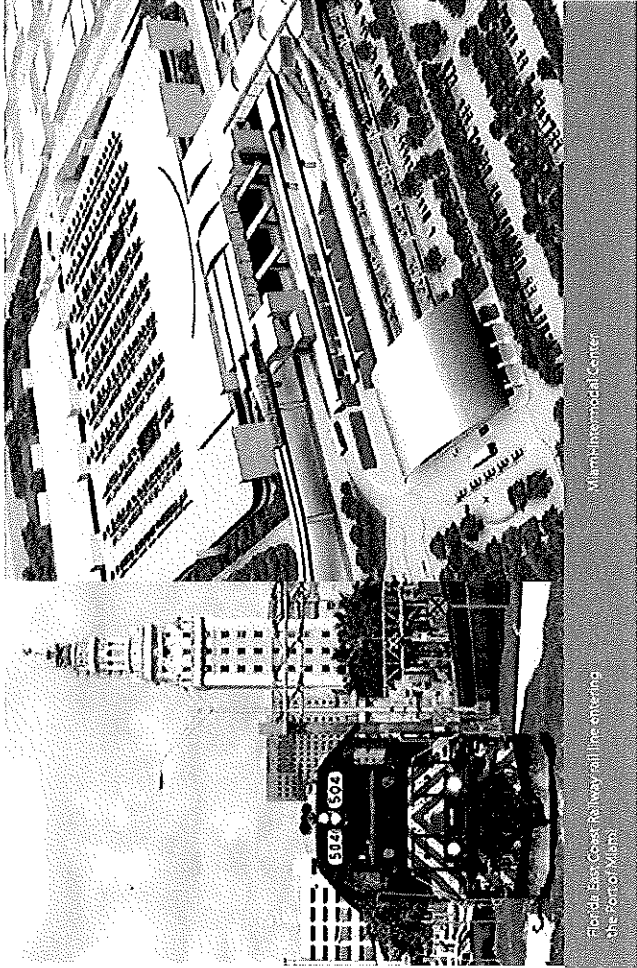
Connecting Port and Rail

Federal funding was recently awarded that will allow for movement of freight by rail. The project has a total estimated cost of \$47 million. It includes reconstructing the existing underutilized rail line from the POM to the main Florida East Coast Railway line, and the construction of an on-port intermodal yard. The new rail link will provide access to the Hialeah intermodal rail yard terminal, which connects to rail yards in Jacksonville, providing a tie-in to the national rail system. This project is expected to be completed in 2014, contributing to several sustainability goals:

- Avoiding 34 million gallons of fuel and 200,000 tons CO2 over the next 20 years
- Increasing container traffic by 15 percent through improved access
- Adding 822 construction jobs to the local economy
- Improving local redevelopment through increased pedestrian traffic and overall activity
- Increasing transportation choices with the potential future passenger rail service on the FEC corridor and linkage to the Metrorail

The Port Tunnel

The Port Tunnel between the Port of Miami and the MacArthur Causeway will remove much of the truck traffic from downtown streets, and will provide direct freeway access to and from the Port of Miami, improving its competitive advantage among other ports. The tunnel will serve as a dedicated roadway connector linking the seaport with the MacArthur Causeway and Interstates 395 and 95. Twin tubes, each 3,900 feet long and 41 feet in diameter, will reach a depth of 120 feet below the water. Construction on the project which began in 2010, includes roadway work on Dodge and Watson Islands and widening the MacArthur Causeway Bridge. The project is expected to be completed by spring 2014 at a cost of \$610 million.



Florida East Coast Railway rail line entering the Port of Miami

Miami In-Motion Center

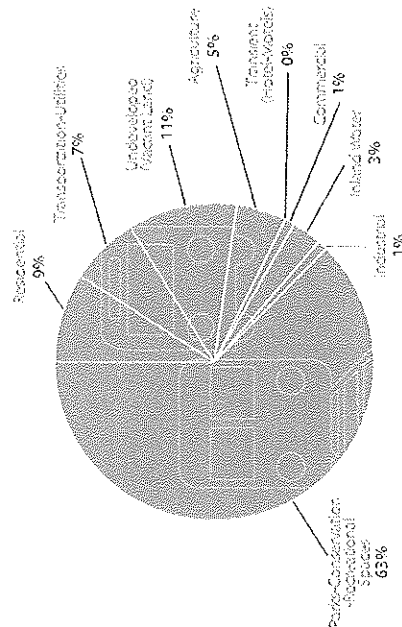
Viaduct

The NW 25th Street Viaduct project will improve the movement of trucks carrying freight between Miami International Airport's (MIA) West Cargo Area (WCA) and off-airport freight distribution and consolidation facilities, such as warehouses, bonded warehouses, and truck transfer stations. The two main project components along an approximately two-mile corridor are (1) reconstructing and widening the NW 25th Street roadway, including intersection and signalization improvements and (2) constructing a new viaduct (an elevated bridge) for dedicated air cargo transport. The first (eastern) phase of the project is under construction and includes the roadway improvements and viaduct construction from MIA's WCA to the Palmetto Expressway (SR-826). The second phase extends the roadway improvements to NW 87th Avenue and completes the viaduct construction west from the Palmetto Expressway to NW 82nd Avenue. Phase 1 is expected to be completed in 2011 at a cost of \$117.7 million. Phase 2 is expected to be completed by 2016 at an estimated cost of \$85 million. The project is expected to achieve an overall reduction of more than 19,000 tons of carbon emissions and a fuel cost savings to the freight industry of \$630,000 annually, rising to 21,400 tons of carbon emissions and a fuel cost savings to the freight industry of \$705,000 by 2035.

The Miami-Intermodal Center

The Miami Intermodal Center (MIC) is a massive transportation hub being developed across from Miami International Airport (MIA) by the Florida Department of Transportation (FDOT) and upon completion will be the largest surface transportation investment made by the federal government (MIC Miami Intermodal Center). It will provide connectivity among all forms of ground transportation available in the County, while decongesting the streets in and around the airport. The MIC Program consists of major roadway improvements which were completed in May 2008, the Rental Car Center which opened for business on July 13, 2010, the MIA Mover, set to be operational in the fall of 2011, and the Miami Central Station, scheduled to be completed by 2013 (MIC Miami Intermodal Center). The Miami Central Station, Miami's version of the Grand Central Station, will provide choices and connections for transportation customers between; Amtrak and regional rail systems; Greyhound and city buses; and shuttles and taxis. The facility will also provide seamless transfers for travelers in private passenger vehicles, bicycles and for pedestrians. A key element in the MIC Program is its Joint Development strategy. The Joint Development component of the MIC Program consists of public and private ground lease-development opportunities for offices, hotel and meeting space, parking, ancillary retail and restaurants.

Miami-Dade County Existing Land Uses



Geographically, the County is constrained by the presence of the Everglades to the west, Biscayne National Park to the southeast, the Florida Turnpike to the north and the Atlantic Ocean to the east. While approximately 62 percent of the County is undeveloped land, a conservation land study population accounted for 65 percent of the County's 2006 square mile land area. Considering projected population growth of 200,000 people by 2035, the County clearly needs to grow in a more responsible and compact form in order to avoid sprawl.

Sources: PRIZ

Sustainability benefits will be multiple. Vehicle trips will be avoided due to mass transit connections, and RCC will reduce pollution from the airport's core. Rental car shuttles will be replaced by the MIA Mover, eliminating more than half a million shuttle bus trips to off-site rental car companies each year. With rental cars and their shuttles absent from the airport's arrival deck, curbside traffic will be reduced by 30 percent (MIC Miami Intermodal Center).

Strategies
 - Better integrate planning and prioritize investments
 - Support existing communities and value neighborhoods
 - Increase bicycling & walking
 - Increase transit ridership
 - Improve connectivity and mobility on the existing system

This goal area seeks to create and connect communities where residents live, work and play. The land-use initiatives focus on the best uses of land within the Urban Development Boundary (UDB) with the aim of making our communities more walkable and connected by a variety of public transportation options. Smarter development will help us prepare for the depletion of single-family residential land projected by 2015 that the Department of Planning and Zoning. Given that 68 percent of our residents have never used mass transit according to our 2008 resident satisfaction survey, we have hard work ahead.

Our land outside of the UDB also requires careful planning considering the importance of environmental and agriculture lands. We acknowledge that much, if not all, can be achieved through the CDMP; the challenge is to correct the disconnects in the overall process from planning to implementation.

There are several initiatives below that tackle the hurdles in the County's internal development process in order to make the process consistent with the CDMP and the Board's intent. Our challenge is to simplify the process, not to complicate it to shift the practices to the urban model called for in the CDMP and not the traditional suburban model that has been the practice.

Responsible Land Use and Smart Transportation Initiatives

1. Better Integrate planning and prioritize investments

- Coordinate among the County departments and other agencies in implementing the CDMP and the County code
- Increase transit-oriented development (TOD)
- Develop Corridor Master Plans modeled after the community based area planning process and designed to address the Federal Livability Principles
- Establish a uniform set of criteria for departments to follow in developing budget priorities as part of the County's capital budget planning process - These criteria should include sustainability benefits and compliance with the CDMP
- Develop a map illustrating the location of capital improvement projects in comparison to areas designated in the CDMP for re-development, i.e. urban infill areas and urban centers for use by departments in planning and prioritizing infrastructure investments
- Better integrate land use and transportation planning modeling for the long-range transportation planning process
- Evaluate shifting current revenue streams to include funding of transit operations and maintenance and other sustainable modes
- Study innovative funding sources and mechanisms to support Miami-Dade Transit operations and maintenance costs and for capital improvements

2. Support existing communities and value neighborhoods

- Continue to promote infill development by exploring incentives and addressing costs of infrastructure
- Examine innovative options for infrastructure cost sharing mechanisms (consider public private partnerships, re-examine impact fees)
- Prioritize infrastructure and service delivery to infill and redevelopment areas consistent with the CDMP (water &