

RESOLUTION NO. 10-1936

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE CONSTRUCTION OF SOLAR LIGHTS, HANDICAP RAMPS AND PADS ALONG HARDING AVENUE, AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL PURCHASE ORDERS OR OTHER REQUIRED DOCUMENTATION; AUTHORIZING THE FUNDING FROM THE CAPITAL PROJECTS FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's engineer has determined that the construction of solar lights, handicap ramps, sidewalks and bus stops along Harding Avenue will enhance pedestrian activity along the Town's main corridor.

WHEREAS, the Town's Public Works Department sought quotes from three (3) qualified and experienced firms. All quotes include the required permitting from the relevant agencies, including the Florida Department of Transportation.

WHEREAS, the lowest bidder was Horsepower Electric at a cost not to exceed \$139,027.

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. Authorization to Purchase. The Town Commission hereby authorizes the construction of solar lights and handicap ramps/pads, by Horsepower Electric at a cost not to exceed \$139,027. The Town Manager is authorized to execute any required purchase orders or other required documentation to construct the

improvements. The construction is an American Recovery and Reinvestment Act (ARRA) project and will be reimbursed to the Town as part of this act.

Section 3. Funding. Total construction and engineering costs of \$149,027 will be recorded in the Town's Capital Projects Fund (Account No. 301-4400-539-6310 (Infrastructure). Funding for construction of \$139,027 to be reimbursed from ARRA project will be recorded in Account No. 301-0000-331-4210 (mass transit-ARRA) while engineering in the amount of \$10,000 will be funded with Reserves (Account No. 301-0000-392-0000).

Section 4. Implementation. The Town Manager and the Town Attorney 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.

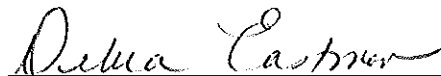
Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8 day of ~~June~~, 2010.



Daniel Dietch, Mayor

ATTEST:



Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Lynn M. Dannheisser, Town Attorney

Resolution No. 10-1936

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between TOWN OF SURFSIDE (hereinafter called **OWNER**) and Horsepower Electric, Inc. (hereinafter called **CONTRACTOR**).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

_____ ADA Ramps, Pads and Solar Lights _____

Article 2. ENGINEER.

The Project has been designed by:

Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
(954) 921-7781

who is hereinafter called **ENGINEER** and who is to act as **OWNER'S** representative, assume all duties and responsibilities and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. The Work will be substantially completed within 60 calendar days after the date when the Contract Times commence to run completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

3.2. **LIQUIDATED DAMAGES.** **OWNER** and **CONTRACTOR** recognize that time is of the essence of this Agreement and that **OWNER** will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by **OWNER** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** One thousand four hundred and twenty three dollars and 00/100 dollars (\$1,423.00) for each day that expires after the time specified in paragraph 3.1 for each Substantial Completion date until the Work is substantially complete. If **CONTRACTOR** shall neglect, refuse or fail to complete the project by the project completion date within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by **OWNER**, **CONTRACTOR** shall pay **OWNER** One thousand four hundred and twenty three dollars and 00/100 dollars (\$1,423.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

FOR A LUMP SUM CONTRACT OF:

TOTAL BASE BID (Lump sum, Unit prices, and contingency items)

<u>One Hundred Thirty Nine Thousand Twenty Seven Dollars and zero cents</u>	
(use words)	(\$ <u>139,027.00</u>)
	figures

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by **ENGINEER** as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

5.1. Progress Payments; Retainage. **OWNER** shall make progress payments on account of the contract Price on the basis of **CONTRACTOR's** Applications for Payment as recommended by **ENGINEER**, on or about the last day of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as **ENGINEER** shall determine, or **OWNER** may withhold, in accordance with paragraph 14.02 of the General Conditions.

90 % of Work completed (with the balance being retainage). If Work has been 50% completed as determined by **ENGINEER**, and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER**, **OWNER**, on recommendation of **ENGINEER**, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to **OWNER** as provided in paragraph 14.02 of the General Conditions and within Section 9-6.5 partial payments as provided in FDOT Standard Specifications for Road and Bridge Construction.

5.1.2. When circumstances beyond the **CONTRACTORS** control arise (as determined by the **OWNER**) the **OWNER** may allow the total payment to the **CONTRACTOR** to increase to 98% of the contract price (with the balance being retainage), less such amounts as **ENGINEER** shall determine, only after receipt of the final as-builts and upon substantial

completion of the project and in accordance with Paragraph 14.02 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price as recommended by **ENGINEER** as provided in said paragraph 14.07.

Article 6. INTEREST. (Not Applicable)

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce **OWNER** to enter into this Agreement **CONTRACTOR** makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1. of the General Conditions. **CONTRACTOR** accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extend of the "technical data" contained in such reports and drawings upon which **CONTRACTOR** is entitled to rely as provided in paragraph 4.2 of the General Conditions. **CONTRACTOR** acknowledges that such reports and drawings are not Contract Documents and may not be complete for **CONTRACTOR's** purposes. **CONTRACTOR** acknowledges that **OWNER** and **ENGINEER** do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by **CONTRACTOR** and safety precautions and programs incident thereto. **CONTRACTOR** does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by **OWNER** and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given **ENGINEER** written notice of all conflicts, errors, ambiguities or discrepancies that **CONTRACTOR** has discovered in the Contract Documents and the written resolution thereof by **ENGINEER** is acceptable to **CONTRACTOR**, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between **OWNER** and **CONTRACTOR** concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 10, inclusive).
- 8.2. Exhibits to this Agreement (page) inclusive).
- 8.3. Performance, Payment, and other Bonds, identified as exhibits 00600 and 00601 and consisting of 4 pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 61, inclusive).
- 8.6. Supplementary Conditions (pages Xx to XX, inclusive) and any amendments thereto.
- 8.7. Specifications bearing the title Specifications and consisting of X divisions.
- 8.8. Drawings consisting of a cover sheet and sheets numbered as specified in the Drawing Index INX-1.
- 8.9. Addenda No. X through X inclusive.
- 8.10. **CONTRACTOR's** Bid.
- 8.11. Documentation submitted by **CONTRACTOR** prior to Notice of Award (pages N/A to N/A inclusive).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.
- 8.13. Amendments and Additions to the Standard General Conditions of the Construction Contract and the Supplementary Conditions, identified as exhibits N/A and N/A and consisting of 0 pages.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. **OWNER** and **CONTRACTOR** each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon **OWNER** and **CONTRACTOR**, who agree that the Contract Documents shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. OTHER PROVISIONS.

9.5.1. DRAWINGS

See Index Sheet on Drawings

9.5.2. In accordance with the indemnification provision contained in the General Conditions, the **CONTRACTOR** agrees to indemnify and save harmless the **TOWN OF SURFSIDE, and their agents and employees**, from or on account of any injuries or damages received or sustained by any person or person during or on account of any operations connected with the construction of all Work; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor, subcontractor, agents, servants, or employees; and

9.5.3. The **CONTRACTOR** agrees to maintain in force at all times during the life of the construction, public liability insurance, by separate certificate, in an amount not less than \$1,000,000 for injuries, including willful death, to any one person and subject to those same limits for each person, in an amount not less than \$1,000,000 for damages as a result of each occurrence and property damage insurance and in an amount not less than \$1,000,000 for damages on any one occurrence. Such policy shall specifically protect the **TOWN OF SURFSIDE, AND their agents and employees**, by making them an additional insured, and shall not be modified or canceled without thirty (30) days written notice to the **TOWN OF SURFSIDE**.

9.5.4 Should the final completion and acceptance of the work herein embraced together with any modification or additions be delayed beyond the time herein set because of lack of performance by the Contract, it is understood and agreed that aside from any other liquidated damage per day for such delay from such time until the work is completed and accepted as herein provided, all costs of engineering and inspection on behalf of the Owner will be charged to the contractor and deducted from any estimate or payment otherwise due and payable to him from time to time. The costs of engineering and inspection which may be charged to the Contractor by the Owner under this article shall be equal to the Engineer's charges to the Owner.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in Five (5) parts. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

ATTEST:

By _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Address for giving notices

License No. _____

Agent for service of process

(If CONTRACTOR is a corporation, attached evidence of authority to sign).

**SIGNATURE PAGE FOR CONTRACTS/AGREEMENTS
TOWN EXECUTIONS**

IN WITNESS WHEREOF, the parties hereto have made and executed this (Agreement or Contract) on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, ____; and CONTRACTOR authorized to execute same.

TOWN OF SURFSIDE, through its
Town Commission

ATTEST:

By: _____
Daniel Dietch, Mayor

____ day of _____, 2010

Town Clerk

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

By: _____
Town Manager

____ day of _____, 2010

By: _____
Town Attorney

____ day of _____, 2010

(TOWN SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of
_____, and
that _____, who signed the Bid with Town of Surfside,
Dade County Florida for _____
_____, Town Bid No. _____,
is _____ of said Corporation with full authority to sign said Bid on
behalf of the Corporation.

Signed and sealed this ____ day of _____, 20__.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF DADE

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

My Commission Expires:

Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of _____, who signed the Bid with Town of Surfside, Dade County Florida for the project titled _____, Consultant Project No. _____, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

_____ (Signature)	_____ (Typed Name w/Title)
_____ (Signature)	_____ (Typed Name w/Title)
_____ (Signature)	_____ (Typed Name w/Title)

Signed and sealed this ____ day of _____, 20__.

(SEAL)

Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF DADE

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

My Commission Expires:

Notary Public

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**ADA Ramps, Pads, and Solar Lights
Town of Surfside**

Bid Item	Description	Quantity	Unit	Unit Price	Total
I. General					
1	Mobilization/Demobilization per FDOT (<5%)	1	LS	\$3,372.00	\$3,372.00
2	Maintenance of Traffic per FDOT	1	LS	\$1,230.00	\$1,230.00
3	Site Preparation and Restoration	1	LS	\$1,800.00	\$1,800.00
General Bid Amount					\$6,402.00
II. ADA Ramps & Solar Lighting					
4	ADA Ramp and Curb Demolition	8	EA	\$1,550.00	\$12,400.00
5	Sidewalk Demolition	100	SY	\$30.00	\$3,000.00
6	Existing Bench and Trashcan relocation	13	EA	\$125.00	\$1,625.00
7	Bus Stop ADA Pad	13	EA	\$200.00	\$2,600.00
8	Sidewalk Concrete Restoration	100	SY	\$50.00	\$5,000.00
9	Solar Light Assembly with Pole	6	EA	\$18,000.00	\$108,000.00
Total Base Bid Amount (Item I and II)					\$139,027.00

Total Base Bid in Words

Unit prices include all material, equipment and labor for one unit at locations designated by the Town. Quantities and locations are approximate and may increase or decrease at the discretion of the Town at no additional cost.

Contractor

Date

**Town of Surfside, FL
Capital Improvement Project**

Project:	AARA / LAP						
Priority:	2			Project Manager:	Calvin, Giordano, & Associates		
Department:	Public Works			Division:	AARA / LAP Projects		
Project Location:	Town-wide - Transportation						
Fiscal Year:	FY 10	FY 11	FY 12	FY 13	FY 14	5 year Total	PRIOR FYs
Plans and Studies:							
Engineering/Architecture:	\$10,000					\$10,000	
Land Acquisition/Site Preparation:							
Construction:	\$139,027					\$139,027	
Equipment/Furnishings:							
Contingency							
TOTAL COST:	\$149,027					\$149,027	
Revenue Source:	LAP/CPF						

Description (Justification and Explanation)

93RD Street Solar Lighting Pilot Project: Furnish and install ten solar-powered street lights as part of a Green Town pilot project. The Town leases or owns hundreds of lights and desires to reduce the annual energy cost, while producing pollution free energy. No trenching or special wiring will be required, and no electrical grid or power source will be needed for normal or emergency conditions.

Collins & Harding Avenue ADA Ramps for Bus Stop Access: The Town of Surfside has identified 28 handicap ramps and 13 wheelchair accessory pads that qualify need to be ADA compliant in order to comply with the many varied federal and state regulations. In addition, there are other ADA ramps that only need detectable warnings, which can be surface applied rather than replacing the entire ramp with new concrete. Furthermore, some sidewalk repairs are required.

This project provides ADA access to Bus stops and ingress/egress from Buses. It also provides a solar lighting pilot program for the Town.

The Town's commitment to this project is \$10,000. The balance is provided through outside funding through the Metropolitan Planning Organization's (MPO) Local Area Project (LAP) funds.

Future Annualized Impact on Operating Budget

Personnel:		The anticipated recurring impact of this project is a net positive as the lower costs for energy costs will be ongoing. The costs for maintain these lights is not a factor as the maintenance burden will not be increased from its current condition.
Operating:	0.00	
Replacement Costs:		
Revenue/Other:	Debt Service = \$ _____	
Total:	\$ _____	