## RESOLUTION NO. 14 - 2262A

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA DESIGNATING THE TOWN TO ACT AS ITS OWN CONTRACTOR TO COMPLETE PHASE 2 OF THE 95<sup>th</sup> STREET **END IMPROVEMENTS:** AUTHORIZING THE PHASE II IMPROVEMENTS IN THE AMOUNT OF \$85,252.55 FROM THE SPECIAL PROJECTS ACCOUNT NO. 301-44-541-6310 WITH SAID FUNDS AVAILABLE FROM THE VOLUNTARY PROFFERS: PROVIDING APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town Commission adopted Resolution No. 12-2093 approving the selection of Bermello Ajamil to design improvements for 95th Street; and

**WHEREAS**, the Town Commission adopted Resolution No. 13-2168 approving the design improvements for 95th Street ("Phase I") which was completed on January 5, 2014; and

**WHEREAS,** voluntary proffers have been made by the developers of the 9501 Collins Avenue Project for the ("Phase II") portion of the 95<sup>th</sup> Street improvements; and

**WHEREAS**, the Town has acquired all the necessary permits from the Florida Department of Environment Protection to move forward with the 95<sup>th</sup> Street improvements east of the bulkhead; and

**WHEREAS**, to complete Phase II of the 95<sup>th</sup> Street end improvements in a timely and cost effective manner, the Public Works Director is designated the Town's General Contractor; and

**WHEREAS**, a proposal detailing the cost in the amount of \$85,521.55 from the Special Projects Account No. 301-44-541-6310 for Phase II attached hereto as Exhibit "A" and the Commission Communication; and

**WHEREAS**, it is in the best interest of the Town to authorize the expenditure for the 95<sup>th</sup> Street end project Phase II improvements in accordance with the proffers received from the 9501 Collins Avenue Project.

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

**Section 1. Recitals.** The above stated recitals are hereby adopted and confirmed.

Section 2. Approval and Authorization. The Town Commission approves the amount of \$85,252.55 from the Special Projects Account No. 301-44-541-6310 and authorizes the Town Manager and/or his designee to take all actions necessary to complete the Phase II portion of the 95<sup>th</sup> Street improvements.

<u>Section 3.</u> <u>Designation.</u> The Public Works Director is designated the Town's General Contractor for the Phase II portion of the 95<sup>th</sup> Street improvements.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption hereof.

PASSED and ADOPTED on this 2 day of September 2014.

Motion by Vice Mayor Tourgeman.

Second by Commissioner Karukin

#### FINAL VOTE ON ADOPTION

Commissioner Barry Cohen Commissioner Michael Karukin Commissioner Marta Olchyk Vice Mayor Eli Tourgeman Mayor Daniel Dietch

Daniel Dietch, Mayor

ATTEST

Sandra Novoa, C Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Linda Miller, Town Attorney

### Quote

Date: 03/19/2014 LF Quote#: 0000151292

PO#:

Project: 95th St. Streetscape, Surfside

Bill To: TBD ATTN: TBD , FL CORPORATE

431 Lawndale Avenue Kalamazoo, MI 49048-9543 P: 800.521.2546 F: 269.381.3455 www.landscapeforms.com Federal I.D.# 38-1897577

Ship To: TBD ATTN: TBD Surfside, FL 33154

Ship Via: Common Carrier F.O.B.; Destination

Qty	Description	Unit Price	Total Price
	Tagging Instructions:		
	Bill of Lading Instructions:		
Whe	ordering please confirm:		
	pping address and contact information (name and ph#)		
	ing address and contact information our firm or the project tax exempt? If so, exemption certificate must accompany order		
. De	ivery schedule:		
	Immediately upon completion		
_	Target delivery date:		
6	Villette Curved Backless Bench,3m Radius, 24.5deg,Embedded-Black & White,Polished	\$ 1,465.00	\$ 8,790.00
		Item Total	\$ 8,790.00
		Shipping & Handling	\$ 3,600.00
		Sub Total Estimated Tax	\$ 12,390.00
		Estimated lax	\$ 615.30
		Document Total	\$ 13,005.30
		:	

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.

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ust#:	LFBID	Jandscope Forms Sals Service
SR	Elena Allison	Landscope forms and downe
Rep:	Miami - Luis & Michelle FL2	

landscapeforms

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Date: 03/19/2014 LF Quote#: 0000151292

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> Ship Via: Common Carrier F.O.B.: Destination

- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication, A one-week grace period may be available, after which storage fees will apply.
- · This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- · This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- · Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. In collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum.
- · Pricing includes selection from our standard color pallette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- · To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- REMITTANCE OPTIONS: For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Mail payments to:

**USD Checks** Landscape Forms, Inc. Dept 78073 PO Box 78000 Detroit, MI 48278-0073 USA

**CAD Cheques** Landscape Forms, Inc. PO Box 2408 Station A Toronto, Ontario M5W 2K6 CAN

**GBP Cheques** Landscape Forms Inc. PO Box 7731 1 Chaseside Bournemouth, Doreset BH1 9WZ UK

Page: 2 of 2

Ship Date:

Cust#

LFBID SSR Elena Allison

Miami - Luis & Michelle FL2

Purchase

Seller

Sandscape Forms Salis Service

#### SAMUEL PEDRO 680 CYPRESS CLUB WAY APT. P POMPANO BEACH, FL 33064

(954)826-5099 SAMNARAP@HOTMAIL.COM

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Date	Estimate No.	
05/20/2014	1009	
	Exp Date	
	06/20/2014	

Address

Town of Surfside 9293 Harding Avenue Surfside, FL 33154

Activity	Quantity	Rate	Amount
<ul> <li>Installation of 2,700sqft of brick on 95th Street</li> <li>Materials not included, Surfside City will provide bricks, screen sand, mason sand and cement.</li> </ul>	2700	3.00	8,100.00

Total

\$8,100.00



2711 Southwest 36th Street Dania Beach Florida 33312 PHONE: 954-431-1111

FAX: 954-433-1111

# **Proposal**

Date	Proposal #		
6/11/2014	0614011		

Ship To

The Town of Surfside 9293 Harding Avenue Surfside, Florida 33154 Attention: Joseph Kroll

EMAIL	P.O. NUMBER	PROJECT	DIVISION	APPROVED BY:	REP
lyn@lslmgt.com		0614011LM/95thst	7060 Inst		MF
Description				Cost	Total
		NS PREPARED BY BERMELLO			
		2, 2013 B-113-053 TOWN OF			
SURFSIDE - 95TH STREET					
ALL PRICING AS PER as p	er City of Aventura bid # 10	0-07-12-2 and Resolution # 2010-46			
95TH STREET RIGHT OF V	WAY - EAST OF BULKHE	EAD:			
Re-locate Sabal palmetto			17	90.00	1,530.0
ola paniculata "Sea Oats"			230	5.00	1,150.0
Helianthus debilis "dune sun			470	5.00	2,350.0
Spartina bakeri "sand Cordgr			540	5.00	2,700.0
Zamia furfuracea "Cardboard	l plant" (45 gal)		1	190.00	190.0
Zamia furfuracea "Zamia furfuracea" (15 gal)			2	110.00	220.0
Portulaca oleracea "pink purslane" (1 gal)			755	4.75	3,586.2
Square feet of Paspalum "Seashore Paspalum" sod			2,000	0.92	1,840.0
Furnish and install soil mixture (3:LL-3) in planters; both existing and proposed (cubic yards) Cubic yards of organic mulch such as Flora or approved equal. Red and cypress mulch are			66	58.00	3,828.0
strictly prohibited	i such as Fiora or approved	equal. Red and cypress mulch are	30	37.00	1,110.0
SUBTOTAL:					18,504.2
IDDICATION:					10,501,2
IRRIGATION:	DOW E CO W				
Irrigation system - 95th Stree	t ROW, East of Bulkhead		1	5,200.00	5,200.00
DEMOLITION AND REMO	VAL OF EXISTING FOLIA	AGE			
Removal and disposal of exis	ting materials		1	2,200.00	2,200.00
LABOR REQUIRED TO INS	STALL FILL - ONE WEEK				
@ 40 hours - Foreman per h			40	27.50	1,100.00
2 @ 40 hours each - Laborer	per hour		80	18.00	1,440.00
Skid steer loader (Bobcat) wi	th operator per hour		40	35.00	1,400.00
Roller	a de manuel approximation		1	300.00	300.00

**Total** 

IF APPROVED, PLEASE SIGN:	
Void after 90 days	



2711 Southwest 36th Street Dania Beach Florida 33312 PHONE: 954-431-1111 FAX: 954-433-1111

# **Proposal**

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6/11/2014	0614011		

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#### The Town of Surfside 9293 Harding Avenue Surfside, Florida 33154 Attention: Joseph Kroll

EMAIL	P.O. No.	Project	APPROVED BY:	Rep	DIVISION
lyn@lslingt.com		0614011LM/95thst		MF	7060 Install-Mi
	Description		Qty	Cost	Total
nd Resolution # 2010-46		eventura bid # 10-07-12-2	40	27.50	1,100.00
-07-12-2 and Resolution		4	80	18.00	1,440.00
kid steer loader (Bobcat) 10-07-12-2 and Resolution	with operator per hour - on # 2010-46	as per City of Aventura bid	40	35.00	1,400.00
oller			1	300.00	300.00
JBCONTRACTOR:					
bcontract for concrete w	rork		1	13,713.00	13,713.00

**Total** 

\$43,857.25

IF APPROVED, PLEASE SIGN:	
Void after 90 days	