



V I L L A G E O F K E Y B I S C A Y N E

Office of the Village Manager

MEMORANDUM

*Village Council*  
Robert L. Vernon, *Mayor*  
Enrique Garcia, *Vice Mayor*  
Michael W. Davey  
Robert Gusman  
Michael E. Kelly  
Jorge E. Mendia  
Thomas Thornton

DATE: June 2, 2010  
TO: Honorable Mayor and Members of the Village Council  
FROM: Genaro "Chip" Iglesias, Village Manager  
RE: Sod Installation for the Village Green and St. Agnes

A large, handwritten signature in black ink, appearing to be "Chip" followed by a stylized surname, is written over the "FROM:" line of the memorandum.

RECOMMENDATION

It is recommended that the Village Council approve the Resolution permitting an agreement to be executed for the installation of sod by Sunset Sod, Inc.

BACKGROUND

The fields located at the Village Green North, Village Green South, and St. Agnes requires an estimated total of 165,000 square feet of sod. The Village requested estimates from eleven (11) different sod providers. The Village received quotes from three qualified vendors.

The Village drafted an agreement for the installation of sod for the lowest qualified respondent. A time table for the installation of the sod was agreed upon by both parties. On Tuesday, June 1, 2010, the contractor informed the Village that it would no longer be able to meet the previously established timeline. The Village then contacted Sunset Sod, Inc. who was recommended by both the City of Miami Beach and Miami Dade County Parks and Recreation Department. Sunset Sod stated they could meet the timeline required and beat the price of the original vendor with whom the Village had negotiated an agreement. The resulting quotes for 165,000 square feet of sod delivered and installed were as follows:

Sunset Sod	\$105,855
Odum's Sod	\$105,930
A1A Sand and Soil	\$108,800

Sunset Sod will be able to initiate phase one of the sod replacement program on June 14, 2010. Phase one will replace the sod on the Village Green north field. The Village

will evaluate the work product provided by Sunset Sod and determine whether to utilize Sunset Sod for the second phase of the sod replacement program. The second phase of the sod replacement will include the Village Green south and the St. Agnes field.

The second phase is scheduled to begin on July 12, 2010. An agreement will be brought to the Village Council at the July 6, 2010 Council Meeting to either continue with Sunset Sod or another vendor for phase two.

The cost of the sod replacement program for the Village Green north, Village Green south, and St. Agnes shall not exceed the \$105,855 quote provided by Sunset Sod. This project will be funded in the Playing Field Reserve allocation in the Capitol Reserve. This line item has a current balance of \$416,403. The Village Green south field lighting funding of \$198,980 to be funded from this reserve resulting in a balance of \$217,423. If the sod replacement program is approved, the resulting balance in the Playing Field Reserve would be \$111,568.

**RESOLUTION NO. 2010 - \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING AND APPROVING A PROPOSAL AND CONTRACT WITH SUNSET SOD, INC. FOR THE PURCHASE AND INSTALLATION OF SOD FOR VILLAGE FIELDS; PROVIDING FOR EXEMPTION FROM COMPETITIVE BIDDING AND WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Key Biscayne, Florida (the “Village”) wishes to engage Sunset Sod, Inc. (“Sunset Sod”) for the purchase and installation of sod for the fields located at Village Green North, Village Green South, and St. Agnes (the “Work”); and

**WHEREAS**, Sunset Sod has agreed to perform the Work; and

**WHEREAS**, the Village and Sunset Sod wish to enter into a contract for the Work, pursuant to the terms of the proposal attached hereto as Exhibit "A" to this Resolution (the "Proposal"); and

**WHEREAS**, it is necessary to expeditiously proceed with the procurement and installation of the Work; and

**WHEREAS**, that the competitive bidding procedures for the purchase and installation of the Work may be waived by the Village Council pursuant to Village Code Section 2-85 upon the Council finding, as is hereby found, that it is impractical to apply such competitive bidding procedures in light of the need to expeditiously complete the purchase and installation of the Work; and

**WHEREAS**, the Village Council has determined that it is in the best interests of the Village to do the Work and to approve a contract with Sunset Sod based on the Proposal attached hereto as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Authorization and Approval.** The Village Council hereby authorizes and approves a contract with Sunset Sod, Inc. pursuant to the terms of the Proposal attached hereto as Exhibit "A," authorizes the Village Manager to execute the contract on behalf of the Village once approved as to form and legal sufficiency by the Village Attorney, and authorizes the expenditure of funds as detailed in the attached Proposal.

**Section 3. Waiver of Competitive Bidding.** That pursuant to Village Code Section 2-85, competitive bidding procedures of the Village Code are hereby waived for the purchase and installation of the Work.

**Section 4. Implementation.** The Village Manager is hereby authorized to take any and all action necessary to implement the Proposal and this Resolution in accordance with its terms and conditions.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

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

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ROBERT L. VERNON, MAYOR

ATTEST:

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CONCHITA H. ALVAREZ, CMC  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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Village Attorney

**EXHIBIT "A"**

**Proposal from Sunset Sod, Inc.**

*(copy to be attached)*

# SUNSET SOD, INC.

P.O. Box 160744  
 Miami, Florida 33116  
 305-253-2002  
 Fax-786-242-9988

## Estimate

Date	Estimate #
5/26/2010	3352

Name / Address

City of Key Biscayne  
 88 W. McIntyre Street  
 Key Biscayne, FL 33149  
 Todd-786-255-6771  
 thofferberth@keybiscayne.fl.gov

Project

Description	Qty	Cost	Total
Celebration Rolls Installed	165,000	0.395	65,175.00T
Scarify Area / Spread sand as needed	165,000	0.16	26,400.00T
Sand 18 yd lds	7	340.00	2,380.00T
Removal of debris	28	425.00	11,900.00
Job to be done in 2 phases City to provide MOT for off loading sod so not to damage pavers.			
<b>We appreciate your Business !!</b>		<b>Subtotal</b>	<b>\$105,855.00</b>
		<b>Sales Tax (0.00)</b>	<b>\$0.00</b>
		<b>Total</b>	<b>\$105,855.00</b>

Signature \_\_\_\_\_



# Odums' Sod, Inc.

13961 Okeechobee Blvd.  
Loxahatchee, FL 33470

Phone #: (561) 333-7416 ♦ Fax #: (561) 333-7455

## PROPOSAL SUBMITTED TO:

Phone: (305) 365-8900

Date: May 6, 2010

Name: Village of Key Biscayne

Job Name: Greenway North, Greenway South and

Street: 10 Village Green Way

Street: St. Agnus Catholic Church Field

City: Key Biscayne State: FL Zip:

City: Key Biscayne State: FL

ATTN: Todd

Fax: (305) 365-8991

We hereby submit specifications and estimates for:

**Either Bermuda 419 or Celebration Bermuda**

**(Greenway No. @95,000, Greenway So. @30,000 and St. Agnus Field @40,000 = 165,000 sq. ft.**

**Total: 165, 000 sq. ft. x .642 = \$105,930.00**

**\*\*Per School District of Palm Beach County Term Contract # 07-12A\*\***

**UNLESS OTHERWISE NOTED THIS QUOTE DOES NOT INCLUDE GRADING,  
WATERING, FERTILIZING, ROLLING OR ANY TYPE OF TRAFFIC CONTROL.**

One hundred and five thousand, nine hundred and thirty dollars (\$105,930.00) with payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within **60** days and is void there after at the option of the undersigned.

Authorized Signature: James W. Hammond

**James W. Hammond, Manager**

### ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

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

Date of Acceptance: \_\_\_\_\_

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



**SOD  
SAND  
& SOIL**

28400 SOUTH DIXIE HWY., HOMESTEAD, FL 33033  
 PH: 305-245-4445 FAX: 305-675-0832  
 E-MAIL: info@alasd.com

**Estimate**

Date	Estimate #
5/12/2010	1243

<b>Name / Address</b>
VILLAGE OF KEY BISCAYNE 88 W Mc Intyre St KEY BISCAYNE, FL 33149 PH: 305-365-8900 EXT 1213 FAX: 305-365-8991 ATTN: TODD HOFFERBERTH

<b>P.O. No.</b>	<b>Terms</b>	<b>Due Date</b>	<b>Ship To</b>
	50/50	5/12/2010	10 VILLAGE GREEN WAY

Item	Description	Qty	Cost	Total
BERMUDA SOD ...	BERMUDA SOD SQ. FT.	160,000	0.68	108,800.00
<b>We look forward to doing business with you.</b>				

Customer acknowledges receipt of the type of product(s) shown above and that sod, plant and trees are perishable goods which must be rejected at the time of delivery, if non-conforming. Customer acknowledges that all sales are final and Seller provides no warranties for installation or products.

A1A Sod, Sand & Soil guarantees the sod will be delivered in good, healthy conditions. Since we have no control over installation methods, watering, existing soil conditions, insects, weather, or sod left on the pallet past the day of delivery, our liability terminates upon the customers acceptance of the product.

Customer agrees that should it be necessary to employ an attorney to enforce the terms of this contract on the Customer, Customer agrees to reimburse Seller all cost of collection, including attorney's fee's, court cost and other applicable expenses, including appeal. Customer agrees to pay finance charge of one and one half percent per month on all overdue accounts. A service charge will be assessed on unpaid accounts that become past due according to terms of sale at a periodic rate of 1.5%-18% per annum.

A1A Sod, Sand & Soil is not responsible for damages to property caused by equipment entering job site upon instruction of the owner, contractor or representative of same. All delivered prices are for street curb delivery except where curb and sidewalk are entirely bridged & protected. Good road conditions must exist to actual point of delivery inside the curb.

To accept this quotation, sign here and return: \_\_\_\_\_

<b>Subtotal</b>	<b>\$108,800.00</b>
<b>Sales Tax (7.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$108,800.00</b>