

ORDINANCE NO. 2015-5

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING ABC CONSTRUCTION INC. FOR THE CONSTRUCTION OF THE COMMUNITY CENTER EXPANSION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) has finalized the plans for the Village Community Center Expansion Project (the “Project”); and

WHEREAS, the Project will expand the Village Community Center by the construction of a second floor addition consisting of approximately 4,846 square feet; and

WHEREAS, the Village has appropriated funds for the Project and estimates the cost to be \$1,795,000; and

WHEREAS, the Village Council desires to select a contractor for the Project and solicited bids in accordance with Chapter 2 of the Village Code of Ordinances; and

WHEREAS, after review and consideration, the Village Council desires to select ABC Construction Inc. (the “ABC”) to construct the Project and authorize the Village Manager to execute an agreement with ABC consistent with the proposal attached as Exhibit “A;” and

WHEREAS, the Village Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS¹:

¹ Coding: underlined words are additions to existing text, struck through words are deletions from existing text, shaded text reflects changes made from First Reading.

Section 1. Recitals. The preceding “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Selection of ABC. The Village Council hereby selects ABC for the Project at a cost not to exceed \$1,795,000.

Section 3. Authorization. The Village Council hereby authorizes the Village Manager to enter into an agreement with ABC consistent with the proposal, attached as Exhibit “A,” subject to the approval by the Village Attorney as to form, content and legal sufficiency.

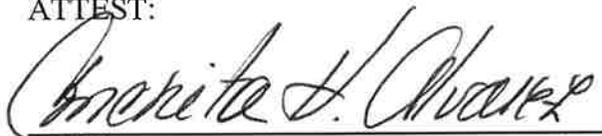
Section 4. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading this 23rd day of June, 2015.

PASSED AND ADOPTED on second reading this 7th day of July, 2015.

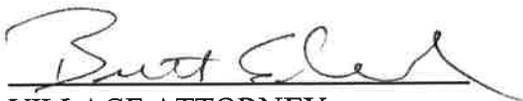

MAYOR MAYRA PEÑA LINDSAY

ATTEST:



CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



VILLAGE ATTORNEY



CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into as of the 14 day of July, 2015, by and between the Village of Key Biscayne, a Florida municipal corporation (the "Village"), and ABC Construction, Inc., a Florida corporation whose principal address is 7215 N.W. 7th Street, Miami, FL 33126 ("Contractor").

RECITALS:

WHEREAS, on March 12, 2015, the Village issued RFP #RC 2015-1 (the "RFP"), attached hereto as Exhibit "A", soliciting proposals for the provision of construction services, as described therein (the "Services") for the Village of Key Biscayne's Recreation Center Expansion (the "Project"); and

WHEREAS, in response to the RFP, Contractor submitted a proposal for the provision of the Services (the "Proposal"), attached hereto as Exhibit "B"; and

WHEREAS, the Village Manager has recommended that the Village accept Contractor's Proposal for the completion of the Services and the Village Council has, by Ordinance # 2015-5 approved the Village Manager's recommendation and awarded the Contract to Contractor.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Contract, the parties agree as follows:

I. SCOPE OF SERVICES.

Contractor agrees to provide the Services in accordance with the Scope of Work established in the RFP and the Proposal, the terms of which are incorporated herein by reference.

II. CONTRACT DOCUMENTS

The Contract Documents associated with this Contract shall include Change Orders; Amendments to the Contract; Special Conditions, as included in the RFP; Contract General Conditions, as included in the RFP; the remainder of the terms and conditions of the RFP; the Contractor's Proposal; Plans and Specifications. In the event of any discrepancy or conflict between or among provisions in the Contract Documents, the order of the documents presented above shall establish precedence.

III. TERM OF CONTRACT.

The term of the Contract shall commence upon the effective date stated in a Notice to Proceed ("Effective Date") issued by the Village subsequent to the full execution of the Contract, subject to the satisfaction of any conditions identified in the RFP, and shall conclude on the satisfactory completion of the entire scope of work required by the Contract Documents. The period of performance shall be three hundred sixty-five days from the Effective Date.

IV. FEE FOR SERVICE.

For the complete and satisfactory performance of the entire scope of work required by the Contract Documents, the Village shall pay to the Contractor the firm fixed price of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00)

V. INDEPENDENT CONTRACTOR; EMPLOYEES.

Contractor and its employees and agents shall be deemed independent contractors and not agents or employees of the Village, and shall not attain any rights or benefits generally afforded Village employees; further, Contractor, its employees and agents shall not be deemed entitled to the Village's worker's compensation insurance benefits.

VI. NOTICES.

All notices and communications to the City or Contractor shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: John Gilbert
Village Manager
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149
Telephone: (305) 365-5514
Facsimile: (305) 365-8936

With copy to: Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134
Telephone: (305) 854-0800
Fax: (305) 854-2323

Contractor: ABC Construction, Inc.
7215 N.W. 7th Street
Miami, Florida 33126
Attn.: Jorge Gonzalez
Telephone: (305) 663-0322
Facsimile: (305) 267-2403

VI. GOVERNING LAW.

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. **The parties hereby waive any right to trial by jury for any litigation hereunder.**

VI. LIQUIDATED DAMAGES

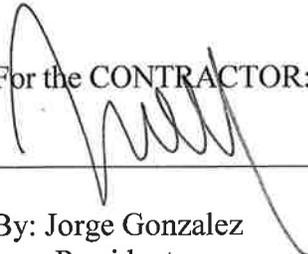
Pursuant to Article 3.12 of the Supplemental Conditions included in the RFP, the amount of liquidated damages for inexcusable delay to Substantial Completion of the Project shall be \$3,000.00 per calendar day for the first 30 days and \$5,000.00 per calendar day thereafter.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

For the VILLAGE:

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

For the CONTRACTOR:



By: Jorge Gonzalez
President



By: 

Village Manager

ATTEST:



Jennifer Dague for
Village Clerk

Approved as to Form and Legal Sufficiency
for Village's reliance only:



Village Attorney

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)



RFP No. RC 2015-1

Recreation Center Second Level Expansion

ISSUE DATE: March 18, 2015

PROPOSAL OPENING DATE: May 12, 2015

PROPOSAL OPENING TIME: 2:00 P.M.



ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)

VILLAGE OF KEY BISCAYNE

The Village of Key Biscayne will receive sealed proposals until **2:00pm** local time, **May 12, 2015**, at the Village Clerk's office, Village of Key Biscayne, 88 West McIntyre Street, Suite 220, Key Biscayne, FL 33149, at which time they will be opened and read aloud for the following project:

Recreation Center Second Level Expansion

The Village of Key Biscayne, Florida (Village) requests Proposals from qualified firms for the Recreation Center Second Level Expansion Project. The nature, scope and definition of the Work desired or required by the Village may change from time to time, at the Village's discretion.

The Project consists of construction of a new second floor addition of approximately 4,846 square feet to the existing Village of Key Biscayne Recreation Center building located at 10 Village Green Way, Key Biscayne, Florida, including selective demolition of portions of the building and roof as necessary to accommodate the new building expansion. All work shall be completed while the building is occupied so protection of the public and services will be required. No site work, civil engineering, landscape or irrigation work is proposed except remediation of the areas used for staging or damaged during construction.

Interested proposers may obtain a copy of the RFP Documents in person from the Village Clerk's office for a fee of \$35.00 per set payable by cash or check, on or after **March 18, 2015**. Make checks payable to Village of Key Biscayne. Copies of the RFP Documents are non-returnable and non-refundable. **The Village will not send the package via courier and it will not be available online.** All interested proposers who obtain the RFP Package must register with the Village Clerk and provide contact information and an email address. All notices and any addenda issued by the Village with respect to the RFP will be posted to the Project page on the DemandStar website.

A mandatory pre-proposal conference, followed by a site visit for interested proposers will be held at the Village of Key Biscayne, Village Hall, Building, Zoning and Planning Department, Conference Room (Suite 250) at 2:00 p.m. on **April 7, 2015**. **Attendance at this conference is mandatory in order to submit a proposal in response to this RFP and for the Project.**

Any or all questions or requests for interpretations or clarifications pertaining to the RFP must be directed via email to Todd Hofferberth, Director of Parks & Recreation Department at thofferberth@keybiscayne.fl.gov by **April 21, 2015**. All proposals shall be submitted in accordance with the requirements of this RFP and the Specifications. The Village of Key Biscayne reserves the right to waive any informality in any proposal, and the Village Manager may reject any or all proposals, and re-advertise the Project.

Conchita H. Alvarez, MMC, Village Clerk

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EXHIBITS AND PROPOSAL FORMS

- A. Proposal Form and Proposer's Certification
- B. Form of Contract
- C. Proposer's Qualifications Questionnaire
- D. Single Execution Affidavits

**REQUEST FOR PROPOSALS (RFP)
Recreation Center Second Level Expansion Project**

GENERAL INFORMATION

A. SCOPE OF SERVICES:

The Scope of Services for the Project consists of construction of a new second floor addition to the existing Village of Key Biscayne Recreation Center building located at 10 Village Green Way, Key Biscayne, Florida in accordance with Plans and Specifications prepared by Currie Sowards Aguila Architects dated 11/24/2014 the ("Plans and Specifications"). The Plans and Specifications are available at the Project's page on the DemandStar website. The Project includes selective demolition of portions of the building and roof as necessary to accommodate the new building expansion. All work shall be completed while the building is occupied so protection of the public and services will be required. The new area will be approximately 4,846 square feet.

Anticipated trades include pre-cast and masonry construction for the exterior walls, structural steel, metal deck and steel bar-joist roof, with a built-up-roofing system over tapered rigid insulation. MEP systems include new roof-top mounted package HVAC units and metal ductwork, new electrical panels feeding new lights and power, expanded fire alarm and monitoring system, and plumbing for two new ADA compliant toilets, and roof drains. The existing fire protection system will be expanded to serve the new addition.

All interior finishes including doors, flooring and ceiling and wall finishes as well as exterior stucco and paint surfaces are intended to match existing building standards.

No site work, civil engineering, landscape or irrigation work is proposed except remediation of the areas used for staging or damaged during construction.

B. PROPOSAL DUE DATE:

Sealed Proposals will be received at the Office of the Village Clerk, Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149, until **2:00PM - May 12, 2015** (the "Submission Deadline"), at which time all Proposals will be publicly opened.

Proposals must be addressed and delivered to:

Office of the Village Clerk, Suite 220
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

C. PRE-PROPOSAL CONFERENCE AND SITE VISIT.

A MANDATORY pre-proposal conference, followed by a site visit, will be held at the Village of Key Biscayne, Village Hall, Building, Zoning and Planning Department, Conference Room (Suite 250) on April 7, 2015 at 2:00 p.m.

Prior to submitting a Proposal, each Proposer is REQUIRED to visit the site and become familiar with the site and any conditions that may, in any manner, affect the Work to be performed by Contractor or affect the equipment, materials and labor required. Each Proposer is also required to examine carefully the Plans and Specifications set forth in this RFP and be thoroughly informed regarding any requirements or conditions that may in any manner affect the Work to be performed under the Project. No allowances will be made because of lack of knowledge of any conditions or

requirements. Any Proposal received from a Proposer that did not attend the Pre-Proposal Conference and Site Visit shall be deemed non-responsive.

D. DEMANDSTAR

Any or all questions or requests for interpretations or clarifications pertaining to the RFP must be directed via email to Todd Hofferberth, Director of Parks & Recreation Department at thofferberth@keybiscayne.fl.gov by **April 21, 2015**. All proposals shall be submitted in accordance with the requirements of this RFP and the Specifications. The Village of Key Biscayne reserves the right to waive any informality in any proposal, and the Village Manager may reject any or all proposals, and re-advertise the Project.

Correspondence between Bidders and the Village will be handled through the Onvia DemandStar procurement website platform. This includes, but is not limited to, Addenda and Amendments.

Material issues to this RFP whether initiated by the Village or are brought to the attention of the Village through DemandStar will be responded to by Addenda and posted to DemandStar.

E. In order to facilitate review of the proposals, each proposer must submit one (1) original, plus ten (10) additional copies, of the proposal in response to this RFP, on or before the Submission Deadline indicated herein.

THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE OFFICE OF THE VILLAGE CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE VILLAGE IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Village's regular business hours, Monday through Friday, excluding holidays observed by the Village, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed in ink by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Village as constituting an offer by the Proposer to perform the required Work, upon the terms and at the prices stated by the Proposer.

F. DEFINITIONS

For the purposes of this RFP, the following terms shall have the meaning set forth herein:

Contract/Agreement Shall refer to the Contract for Construction that may result from this Request for Proposals. A form of Contract is attached to this RFP as Attachment "B".

Contractor The organization(s)/individual(s) that is awarded and has an approved Contract with the Village for the Work identified in this RFP.

Contract Time	The number of Calendar Days allowed for completion of the Contract work including authorized time extensions.
Council	The Village Council of the Village of Key Biscayne, Florida.
Delay	Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference" "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, material men, suppliers or other agents. The term does not include "extra work".
Equipment	The machinery, equipment and necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the Work.
Extra Work	Any "work" which is required from the Contractor to be performed and which is not otherwise covered or included in the Project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".
May	Indicates something that is not mandatory but permissible.
Project, Work	Shall refer to all matters, work and services that will be required to be done by the Successful Proposer in accordance with the Scope of Services and the terms and conditions of the Plans and Specifications of this RFP.
Proposal (Bid, Bid Proposal)	Shall refer to any offer(s) or proposal submitted in response to this Request for Proposal.
Proposer	Shall refer to an individual, firm, or corporation submitting a Proposal for the proposed work.
Request for Proposal, RFP	Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the Village and addenda or amendments issued by the Village.
Responsible Proposer	A Proposer who has the capability in all respects to fully perform the Work requested in this RFP and the Contract requirements and the integrity and reliability that will assure good faith performance.
Responsive Proposal	A Proposal or reply submitted by a proposer that conforms in all material respects to this RFP and the requirements herein.
Shall/Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the Village may, at

its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure to provide the information after demand may result in rejection.

***Sub-Contractor &
Sub-Consultant***

Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contracts with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work to the Village, whether directly or indirectly, on behalf of the Successful Proposer.

Submission Deadline

Shall refer to the due date and time listed in this RFP for the submittal of Proposals to the Village.

Successful Proposer

Shall refer to the Proposer receiving an award of the Contract as a result of this Request for Proposal.

Village /Owner

Shall refer to the Village of Key Biscayne, Florida or its designated representative, as applicable.

SECTION 1

INSTRUCTIONS TO PROPOSERS

SUBJECT: Recreation Center Second Floor Expansion

**OPENING DATE
& TIME:** **May 12, 2015 at 2:00 p.m.**

SUBMIT TO: Recreation Center Second Floor Expansion
Office of the Village Clerk, Suite 220
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

Proposals shall be clearly marked "Recreation Center Second Floor Expansion" on the outside of the envelope.

1.1 INTENT.

The Village of Key Biscayne, Florida (Village) is inviting the submission of proposals from qualified firms for the Recreation Center Second Floor Expansion Project consisting of construction of a new second floor addition of approximately 4,846 square feet to the existing Village of Key Biscayne Recreation Center building located at 10 Village Green Way, Key Biscayne, Florida, including selective demolition of portions of the building and roof as necessary to accommodate the new building expansion. All work shall be completed while the building is occupied so protection of the public and services will be required. No site work, civil engineering, landscape or irrigation work is proposed except remediation of the areas used for staging or damaged during construction. The Village intends to secure the Work from a qualified contractor that conforms to the requirements of this RFP and is most advantageous to the Village and in its best interest. The Village reserves the right to award a Contract for the Proposal considered to best serve the Village's interests.

1.2 SCHEDULE OF EVENTS.

The following schedule is anticipated for this RFP process, but is subject to change by the Village, in its sole discretion, at any time during the RFP procurement process.

No.	Event	Date	Time(EST)
1	Advertisement/Distribution of RFP	March 18, 2015	2:00PM
2	Mandatory Pre-Proposal Conference and Site Visit Village Hall, 88 West McIntyre Street, Suite 250, Key Biscayne, Florida 33149	April 7, 2015	2:00PM
3	Deadline to Submit Questions/ Requests for Clarification	April 21, 2015	5:00PM
4	Village Issues Addenda and Responds to Questions	April 28, 2015	5:00PM

5	Deadline to Submit RFP – Submission Due Date	May 12, 2015	2:00PM
6	Period to request additional information or clarification from Proposers. Village may interview Proposers.	May 19, 2015	TBA
7	Award Proposal and Contract – Village Council Meeting	June 9, 2015	7:00PM
8	Notice-to-Proceed – Contract Begins	June 10, 2015	TBA

1.3 PLANS AND CONTRACT SPECIFICATIONS.

It is the responsibility of each proposer, before submitting a proposal in response to this RFP, to obtain and carefully review the Plans and Specifications, and Contract Documents, for the Project prepared by Currie Sowards Aguila Architects dated 11/24/2014, together with any updates thereto.

1.4 TERM OF CONTRACT/CONTRACT TIME.

The Contract shall commence after award by the Village Council and on the date stipulated in the Notice to Proceed. The Contract shall remain in effect through job completion. The Work shall be substantially completed within three hundred sixty five (365) calendar days from the Notice to Proceed, and final completion shall be obtained within thirty (30) calendar days thereafter. The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Work hereunder.

1.5 PROPOSAL FORMAT AND CONTENT; MINIMUM REQUIREMENTS AND QUALIFICATIONS.

Proposers shall submit their proposals using the Forms provided with this RFP, and attach and include all attachments or requirements set forth herein. Proposals must be submitted on 8.5" x 11" sheets and include one (1) original and ten (10) copies of the following completed proposal forms and required information, tabbed or numbered accordingly, in the following order:

- A. Proposal Form/Proposer's Certification. All Proposers are required to submit the total Project cost for their proposal, utilizing the Proposal Form included in this RFP as Exhibit "A" and including the separate proposed cost of Builder's Risk Insurance.
- B. Bid Security or Bond
- C. Experience/Work References. Experience of the firm must demonstrate evidence of prior construction experience in Florida on private or municipal or governmental projects, defined as governmental administrative offices, schools, community centers and municipal halls and facilities. Indicate the firm's number of years of experience in the required services. Provide a list and description of similar projects satisfactorily completed within the past five (5) years, including demonstrating experience with public agencies, and provide contact name and information of the individual at the respective agency who was responsible for project coordination.
- D. Firm's Qualifications. Provide a description of the firm, range of expertise, including the size, years in operation, organizational structure, project manager and key personnel assigned to the Project, demonstrating firm-wide experience and expertise in the area of construction of similar projects. Proposers must have

successfully completed at least five (5) projects of a similar size, scope and complexity within the past five (5) years.

- E. Qualifications Questionnaire. Completed Questionnaire must be submitted as specified within this RFP. Any attachment must be clearly identified. To be considered, the Proposer must respond to all parts of the Questionnaire in accordance with requirements of RFP. The Questionnaire is included in this RFP.
- F. Project Team/Manager. Provide an organizational chart of the Project team, including key personnel, Project Manager and Subcontractors, who will be assigned and directly involved and responsible throughout the duration of the Project. Information shall include the names, title, resumes, qualifications, licenses, expertise and experience with similar projects.
- G. Licenses/Certifications. Provide copies of all professional and business licenses required for the Work, as required by all applicable federal, State, County and local agencies, including licenses for the firm and key personnel performing the Work.
- H. Plan/Approach to Work. Describe the Proposer's planned approach and concept for performance of the Work and completion of the Project, including a scope of services which demonstrates an understanding of the Project, integrating industry best practices and cost effectiveness. Explain why the firm's approach and plan would be the most effective and beneficial to the Village and ensure timely completion of the Work.
- I. Financial. Proposers must provide a general description of the firm's financial condition, including annual gross receipts and annual payroll, and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the Project. Recognizing the substantial capital required to support this type of Contract, only Proposers with a history of profitability will be considered. (Minimum of 12 consecutive quarters of demonstrated profitability as referenced by **audited** financial statements). Proposer shall provide the following: a letter from a financial institution stating a current line of credit; indicate current value of all work that the proposer entity has under contract and pending; business construction revenues for the past five (5) years; a current audited financial statement.
- J. Signed and Notarized Single Execution Affidavits
- K. Additional Information. Provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this RFP.
- L. Insurance Certificates. Provide evidence/certificates of insurance of general liability, workers compensation, and automobile liability insurance, as required in this RFP. Evidence/certificates of insurance of other required insurance policies are required to be submitted to the Village prior to commencing construction.
- M. Bond Capability. Provide evidence of or capability to provide payment and performance bonds, as required in this RFP.

The Village-provided Proposal Forms shall be completed, signed, notarized and certified as to authorization, where indicated.

1.6 BONDS.

1.6.1 Bid Bond. All Proposals must be accompanied by a Bid Security or Bond in the amount of five percent (5%) of the total proposed price submitted, to be in the form of a Cashier's Check made payable to the Village or a bond written by a surety company authorized to do business in the State of Florida and in compliance with Section 287.0935, Florida Statutes. Bid Security or Bond shall be valid for one hundred eighty (180) days after the Submission Deadline. ("Proposal Guarantee Period") The Bid Security or Bond of all unsuccessful Proposers will be returned after Proposal award. No Proposer may withdraw its Proposal after the Submittal Deadline for the period stipulated as the Proposal Guaranty Period. Proposers shall give assurances that all Proposals offered will be held open and are not revocable for lack of consideration during the time stipulated herein. A personal check or company check of a Proposer shall not be deemed a valid Bid Security and will not be accepted. Proposers shall state in their Proposals that all bids offered will be held open and are not revocable for lack of consideration during the time stipulated herein. Failure by the Proposer to whom the Contract has been awarded, to execute and deliver the required documents and/or other applicable forms, and to furnish the Performance and Payment Bonds, and to furnish satisfactory evidence of all insurance coverage within ten (10) calendar days after the award letter is presented for execution, may result in the annulment of the award and the forfeiture of the bid bond or security to the Village, which forfeiture shall be considered not as a penalty but in liquidation of damages sustained by the Village. Award may then be made to the next Proposer, or all remaining Proposals may be rejected, and the Contract may be re-advertised.

1.6.2 Payment and Performance Bond. Proposers shall provide evidence or capacity to provide the Payment and Performance Bonds required for the Project, in compliance with the General Conditions included in this RFP and the following requirements: Within ten (10) calendar days of Notice to Proceed and prior to commencing any work on the Project, the selected Contractor shall execute and furnish to Village a Performance Bond and a Payment Bond in form and substance for a public construction work and in accordance with Section 255.05, Florida Statutes, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years, both in a minimum amount equal to the total Project cost or Contract Price. The Surety Company shall be acceptable to the Village and authorized to do business in the State of Florida. The Village shall require co-obligee Performance and Payment bonds from the Contractor, naming the Village as a co-obligee. A Proposer that cannot provide evidence of the capacity for bonding at the amount required herein may not be considered qualified to perform the Project pursuant to this RFP. Evidence of such must be provided by the Proposer pursuant to this RFP and shall remain the obligation of the Proposer.

1.7 VILLAGE'S RIGHTS.

The Village reserves the right to accept or reject any and/or all Proposals or parts of Proposals, to workshop or negotiate terms of any and all Proposals, to waive irregularities in Proposals, to cancel or discontinue this RFP process, and to request new Proposals for the required Work. The Village Council shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals shall become the property of the Village and will be returned only at the option of the Village. The Village has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of Proposals does not affect this right.

1.8 PROPOSAL COSTS.

Proposers submitting Proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Village to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting Proposals, providing additional information when

requested by the Village, or for participating in any selection interviews.

1.9 TAXES

Proposer should include any and all applicable taxes in bid prices.

1.10 LICENCES

By submitting a Proposal in response to this RFP, Proposer represents and warrants to the Village that it holds all licenses, certifications and permits ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Work. Proposer represents and warrants to the Village that the Licenses shall be in full force and effect on the date of performance of the Work and further represents that it holds and will hold all Licenses throughout the term of the Contract. Proposer shall provide the Village with copies of all Licenses that may be required for performance of the Work with its Proposal and during the term of the Contract upon request.

1.11 VALUE ENGINEERING

Value Engineering (VE) recommendations should be submitted in a separate sealed envelope along with Base Bid Proposal. VE recommendations will not be a factor in the Proposal evaluation process. Description and amount of VE items will be kept confidential until Contract is awarded by Village Council.

1.11 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL PROCESS.

The Village will not respond to oral inquiries or questions concerning this RFP. Any or all questions or requests for interpretations or clarifications pertaining to the Bid must be directed via email to Todd Hofferberth, Parks & Recreation Director at thofferberth@keybiscayne.fl.gov by **Tuesday, April 21st, 2015**. All notices and any addenda issued by the Village with respect to the Bid will be sent via e-mail to those who purchase a paper copy and register in the Village Clerk's office. Bidders that obtain a copy of the RFP Documents through DemandStar are responsible of obtaining all notices and any addenda issued directly from the DemandStar portal.

Each prospective Proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. In case any Proposer fails to include such Addenda or Addendum, its Proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his Proposal will constitute acknowledgement of the receipt of same. All Addenda shall be a part of this RFP and a part of the Agreement and each Proposer will be bound by such Addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that it has received all Addenda issued before Proposals are submitted and opened.

1.12 SELECTION PROCESS.

The Village shall be sole judge of its best interests in evaluating qualifications and proposals deemed most advantageous to the Village, and the resulting Contract to be entered into between the Village and the Successful Proposer. The Village will review Proposals for an initial determination on minimum qualifications, responsiveness and responsibility. The Village reserves the right to reject any or all Proposals, to waive any informality, irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interests of the Village.

The Proposals initially determined to be responsive and submitted by responsible Proposers meeting the qualifications of this RFP will be presented to a Proposal Evaluation Committee for review and evaluation. As part of their Proposal evaluation process, the Proposal Evaluation Committee may elect to interview Proposers, request oral presentations, request additional information or clarification of Proposals and information submitted. The Proposal Evaluation Committee will score and rank the qualified, responsive and responsible Proposers in accordance with the criteria set forth below and make a recommendation to the Village Manager.

Evaluation Criteria

- | | |
|--|-----------|
| 1. Qualifications | 15 Points |
| 2. Experience/Work References | 15 Points |
| 3. Project Management Team/Key Personnel | 15 Points |
| 4. Project Plan/Approach | 15 Points |
| 5. Financial Strength | 15 Points |
| 6. Proposed Price | 25 Points |

1.13 AWARD OF CONTRACT.

Upon receipt of the results of the Proposal evaluation process by the Proposal Evaluation Committee, the Village Manager will review the Committee's actions, select a Successful Proposer and forward a recommendation for award of a Contract to the Village Council. The Village Council shall have the final authorization of the award of the Contract to the Successful Proposer.

Neither this RFP nor the notice of award of the Contract constitutes an agreement or contract with the Successful Proposer. An agreement or contract is not binding until a written agreement or contract (the "Contract") to be substantially in the form included in this RFP and attached hereto as Exhibit "B" has been approved as to form and sufficiency by the Village Attorney and executed by the Village (with Council approval) and the Successful Proposer.

1.14 PUBLIC RECORDS; CONFIDENTIALITY.

Proposers are hereby notified that all information submitted as part of or in support of Proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". If there is any apparent conflict between Florida's Public Records Law and this RFP, Florida Law will govern and prevail.

All Proposals submitted in response to this RFP shall become the property of the Village. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Village reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any Proposal shall not nullify the Village's rights hereunder.

SECTION 2

CONTRACT GENERAL CONDITIONS

2.0 The Contract General Conditions for this Contract is the EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013, attached hereto as Attachment A and as added to, amended or modified by the Supplemental Conditions.

SECTION 3

SUPPLEMENTAL CONDITIONS

INTRODUCTION

All proposals submitted in response to this RFP and any Contract awarded to the Successful Proposer must conform to the following terms and conditions.

3.1 DELIVERIES OF MATERIALS AND GOODS

Any and all materials and goods in connection with the Work shall be delivered F.O.B. destination (i.e., at a specific Village address), and delivery costs and charges (if any) will be included in the proposal price. Exceptions should be noted.

3.2 MATERIALS.

Any materials or products delivered by Contractor pursuant to this RFP shall remain the property of the Contractor or vendor until accepted to the satisfaction of the Village. In the event material(s) or products supplied to the Village are found to be defective or do not conform to the requirements of this RFP or the Specifications, the Village reserves the right to return the materials or product(s) to the vendor or Contractor, at the Contractor's expense.

3.3 SAFETY STANDARDS.

All Contractors shall comply with all applicable local, state and federal laws and health and safety requirements, with all latest revisions or amendments, including but not limited to, the Occupational and Safety and Health Administration (OSHA) standards, State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

3.4 PAYMENTS.

Payment will be made on a monthly basis after Work is rendered, accepted, and properly invoiced as indicated in the Contract and in accordance with the Florida Prompt Payment Act. Contractor must provide one invoice for all Work performed regularly on a monthly basis. The invoice must be itemized and in accordance with the Bid Form and Schedule of Values submitted with the Proposal.

3.5 LICENSES AND PERMITS.

Contractor shall secure and pay for any and all necessary and required licenses, certifications, permits and inspections to perform the Work, including, but not limited, all State, Miami-Dade County and Village licenses and permits. The Contractor shall be responsible for all fees associated with the attainment of permits for the Work. The Village waives the permit fees required by and payable to the Village.

Where the Contractor is required to enter onto Village property, public right of way or other property to deliver materials or to perform the Work, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Village, property or person occasioned by the acts or omissions, or the negligence of the Contractor (or its agent) or any person the Contractor has designated for performance of the Work.

3.6 INSURANCE.

The Contractor shall not commence Work under the Contract until it has obtained all insurance required and such insurance has been approved by the Village.

A. The Contractor shall purchase and maintain, in full force and effect for the term of the Agreement, at Contractor's sole expense, the following required insurance policies with minimum limits and requirements:

1. Business automobile policy that covers any auto or vehicle used in connection with the Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the Contractor. Minimum limits for bodily injury/property damage liability shall be \$1,000,000.00 per occurrence.
2. Comprehensive general liability Broad Form policy with minimum coverage limits of \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the general aggregate for bodily injury and property damage, and \$2,000,000.00 general aggregate for products/completed operations. Comprehensive general liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent contractor's coverage.
3. Workers' compensation and employer's liability policy, which covers all of the Contractor's employees to be engaged in the performance of the Services or work on the Agreement as specified by, and in accordance with, Chapter 440, Florida Statutes. Employer liability coverage limits must be no less than \$1,000,000. No employee, subcontractor or agent of the Contractor shall be allowed to perform any Services pursuant to the Agreement without proof of workers' compensation/employer's liability insurance.
4. Builder's Risk. Contractor shall provide, in a policy acceptable to the Village Builder's Risk on the Project covering construction, additions, machinery and equipment included in the Project. **Please submit proposed cost of Builder's Risk policy as a separate line item with the Proposal Form.** The amount of the insurance shall be no less than the estimated insurable replacement value of the Project when completed and coverage shall be provided on an "all risk" (i.e., Special Form) basis. The maximum deductible for other than windstorm, hail, earth movement or flood shall be \$10,000 per occurrence. The maximum deductible for windstorm and hail shall be the greater of \$100,000 or 5% of the estimated actual cash value of the insurable property at risk at the time of loss. The risk of loss shall remain with Contractor until the date of Final Completion.
5. Umbrella Liability insurance, with follow-form provisions, and with coverage limits no less than \$5,000,000.
6. Contractor's Pollution Liability insurance, including mold, mildew, fungus and bacteria coverage, with coverage limits no less than \$1,000,000.

B. All insurance policies provided by the Contractor shall be issued by companies licensed to do business in the State of Florida and rated "A-X" or better by A.M. Best's Key Rating Guide and qualified to do business in the State of Florida. The Contractor shall be responsible for all deductibles and self-insured retentions on its liability policies.

C. The Village and all of its consultants shall be named as additional insured on required insurance policies. The form and types of coverage and sufficiency of insurer shall be subject to the approval of the Village. On a yearly basis, Contractor must submit to the Village any and all Insurance Certificate renewals.

D. The Contractor agrees to indemnify, defend and hold harmless the Village from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Contract or Contractor's performance of the Work required by this RFP.

E. Copies of all policies or certificates of such insurance shall be delivered to the Village, and said documentation shall provide for the Village to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

F. The Contractor shall also, upon request by the Village, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Contract.

3.7 COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

Contractor shall perform the Work and conduct its operations in compliance with all applicable federal, State, County and local laws in providing the Work required by this RFP, including specifically, Chapter 17 (Noise), of the Village's Code of Ordinances regulating inter alia noise, power tools, etc.

When excavating, digging or accomplishing demolition in the performance of the Work pursuant to this RFP, Contractor shall be responsible for identifying and locating any and all utilities (including underground lines, pipes and cables) at the location, prior to any such work, so as to avoid interference or disruption to utilities, including contacting and coordinating with "Sunshine 811".

3.8 ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Work required by this RFP and the Contract without the Village's prior written consent. Any award issued pursuant to this RFP and monies which may be payable by the Village, are not assignable except with the Village's prior written approval.

3.9 ATTORNEY'S FEES.

If the Village incurs any expense in enforcing the terms of the Contract, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

3.10 CONTRACTOR'S RELATION TO THE VILLAGE.

It is expressly agreed and understood that the Contractor is in all respects is an independent contractor as to all Work hereunder, and that the Contractor is in no respect an agent, servant or employee of the Village. This RFP specifies the Work to be performed by the Contractor, but the method to be employed to accomplish the Work shall be the responsibility of the Contractor, unless otherwise provided in the Contract or by the Village.

3.11 CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Village, shall be just cause for cancellation of the award, with the Contractor holding the Village harmless.

3.12 LIQUIDATED DAMAGES.

The Village reserves the right to impose applicable liquidated damages, as a reasonable and rational estimate of damages the Village incurs as a result of inexcusable delays and not as a penalty, in the amounts established by the Village in the Contract. If the Contractor or, in case of its default, the surety fails to complete the Work within the time stipulated in the Contract, or within such extra time that the Village may have granted the Contractor, in case of its default, the

Contractor or surety shall pay to the Village liquidated damages in the amount stipulated herein and in the Contract per calendar day in which the Work is not completed. The Village has the right to apply, as payment on such liquidated damages, any money the Village owes the Contractor. The Village does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

3.13 The Recreation Center will remain in operation throughout the entire Contract Time.

3.14 Site logistics plan shows limited staging area available as shown on Drawing A 1.01, no additional space is available adjacent to the construction site, Contractor must arrange off site staging storage as required, to be approved by Village of Key Biscayne.

3.15 No private vehicle parking is allowed in or around the project site, Contractor is responsible for identifying and providing off site employee parking and transportation to and from construction site. Parking, delivery, temporary access through the Suntrust parking lot is strictly prohibited.

3.16 Contractor shall provide a uniformed Police person during construction work for a minimum of three months at onset of project, additional Police presence will be determined on a case-by-case basis as need arises.

3.17 Traffic directional signage, as shown on site logistics plan, is to be provided by Contractor to meet all Village and FDOT requirements.

3.18 Traffic on McIntyre and Fernwood shall not be disrupted or blocked by construction vehicles, equipment or operations in anyway during periods of school beginning or discharge.

3.19 No hoisting or deliveries shall occur during periods of school beginning or discharge.

3.20 Village Management must receive 24 hour prior notice to any major concrete panel hoisting.

3.21 Contractor shall design and install a protective enclosure around the "Jungle Gym" play area on level 1. The play area will remain in use during the construction project.

3.22 Construction personnel will enter and exit the Site utilizing the existing staircase on the East Elevation. No access to the Recreation Center public area is allowed without Village personnel escort. Restroom facilities, properly screened from public view, shall be provided on site by the Contractor.

3.23 The entire construction site shall be contained with an Owner-approved temporary site fence, no posts will be driven into existing ground level surfaces. Opaque screening on fence is required.

3.24 All existing utilities will remain in operation throughout the Project. Any required interruptions must be scheduled during periods when the Recreation Center is closed to the public and with a minimum 72 hour prior notice to the Village.

3.25 Project site must be maintained clean, free of debris and personal or construction waste at all times.

3.26 No foodstuff or organic waste will be allowed within the building proper. All breaks and lunch periods shall occur at ground level. No music or other offensive noise is permitted within

construction area. Improper behavior of any kind will be grounds for immediate discharge from the Project.

3.27 The Contractor must maintain the building envelope watertight while installing new exterior elements or penetrations into existing spaces.

3.28 The existing roof top A/C unit must remain operational until the replacement unit is operational.

3.29 Existing landscaping, trees, sod, and planter areas may be removed at Contractor's option. All disturbed areas are to be replaced to match existing.

3.30 Any hardscape areas, paver walkways, sidewalks, roadway paving etc. are to be protected or replaced to as is condition by Contractor.

3.31 Existing building façade must be protected or replaced to as is condition by Contractor.

3.32 The Contractor shall not store its equipment on the Site, Village property or Village rights-of-way, except with the Village's express written prior approval.

3.33 Contractor shall provide to Village a list of all equipment to be used in connection with the Work.

3.34 The "Resident Project Representative", as defined in Article 1.01.A.32 of the Standard General Conditions of the Construction Contract, shall be redefined as "the authorized representative of the Owner assigned to assist the Owner at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative."

3.35 The terms "Bid", "Bidder", "Bid Documents", "Bid Requirements" and the like, as used in the Standard General Conditions of the Construction Contract, shall be interchangeable with the terms "Proposal", "Proposer", "Proposal Documents", "Proposal Requirements" and the like.

3.36 The "Engineer", as defined in Article 1.01.A.20 of the Standard General Conditions of the Construction Contract and used throughout that document, shall be redefined as follows:

"For Articles 1.02.D; 2.05; 2.06; 3.01; 3.03; 3.04; 4.04; 4.05; 5.06.E; 7.06.H; 7.06.K; 7.06.O; 7.11; 7.12.F; 7.15; 7.17.C; 8.01; 9.01; 10.02-10.04; 10.05.C; 10.05.D; 10.06-10.09; 11.06; 11.07; 12.01.A.1; 12.01.B; 12.01.C; 13.01.B.3; 13.01.B.5.c; 13.02; 13.03; 14.02.A; 14.02.C; 14.03-14.05; 14.07.A; 15.01; 15.03-15.06; 16.02.E; and 16.04 of the Standard General Conditions of the Construction Contract, the term "Engineer" shall mean the Resident Project Representative. For all other references in the Standard General Conditions of the Construction Contract, the term "Engineer" shall mean Curry Sowards Aguila Architects or a designated representative thereof."

3.37 The term "Liens", as defined in Article 1.01.A.24 in the Standard General Conditions of the Construction Contract shall also mean "Claims on Bond", as applicable to this Contract.

3.38 Article 4.01.A of the Standard General Conditions of the Construction Contract shall be deleted in its entirety and replaced with: "The Contract Times will commence to run on the day indicated in the Notice to Proceed."

3.39 Article 6.06.B of the Standard General Conditions of the Construction Contract shall be deleted in its entirety.

3.40 Articles 11.06.A.2 & 3 of the Standard General Conditions of the Construction Contract shall be deleted in their entirety and replaced with”

1. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, will either deny the Change Proposal in whole, recommend it in whole, or deny it in part and recommend it in part. Such actions shall be in writing to the Owner, with a copy provided to the Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
2. *Binding Decision:* Owner's decision will be final and binding upon Contractor.

3.41 RETENTION.

Owner shall retain ten percent (10%) from each payment to Contractor. Such retention shall be released at Final Payment pursuant to satisfaction of all Final Payment requirements.



Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

Presort
First Class Mail
PAID
Permit 6009
Miami, FL

***** SCH 5-DIGIT 33145

Tray 4

CONCHITA H ALVAREZ
77 CRANDON BLVD APT 4D
KEY BISCAIYNE FL 33149-1434





PUBLIC NOTICE

Pursuant to Section 4.03(9) of the Village Charter notice is hereby given that on July 7, 2015, at 7:00 p.m. in the Village Council Chamber at 560 Crandon Boulevard, Key Biscayne Florida, a public hearing on the second and final reading of a Capital Project Authorizing Ordinance for the Key Biscayne Community Center Vertical Expansion shall be heard by the Village Council.

Capital Project: The Key Biscayne Community Center Vertical Expansion consists of the construction of an approximately 4,846 square foot addition to the second floor of the Community Center. The expansion will not increase the existing footprint of building. The expansion will add three rooms to the Community Center to provide enhanced programming activities for the residents.

Cost: The estimated cost of the Project is approximately \$1,750,000. The Village Council has appropriated the necessary funds in the fiscal year 2014/15 budget to pay for the Project.

For any questions on this item please contact the Village Clerk at (305) 365-5506 or visit the Village website at www.keybiscayne.fl.gov

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON 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 INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED (F.S. 286.0105).

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VILLAGE OF KEY BISCAYNE
SPECIAL COUNCIL MEETING FOR 7/7/2015

in the XXXX Court,
was published in said newspaper in the issues of

06/30/2015

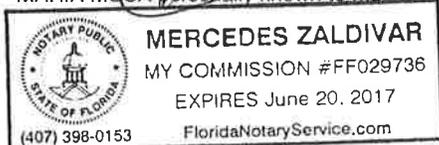
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


Sworn to and subscribed before me this

30 day of JUNE A.D. 2015

(SEAL)

MARIA MESA personally known to me



VILLAGE OF KEY BISCAYNE

OFFICE OF THE VILLAGE CLERK

PUBLIC NOTICE

Notice is hereby given that the following ordinance will be considered on Second Reading by the Village Council of the Village of Key Biscayne at a Special Council Meeting to be held on Tuesday, July 7, 2015 at 7:00 p.m., in the Council Chamber, located at 560 Crandon Boulevard, Key Biscayne, Florida:

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING ABC CONSTRUCTION INC. FOR THE CONSTRUCTION OF THE COMMUNITY CENTER EXPANSION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance may be inspected by the public at the Office of the Village Clerk. Interested parties may appear at the Public Hearing and be heard with respect to the proposed Ordinance. Any person wishing to address the Village Council on any item at this Public Hearing is asked to register with the Village Clerk prior to that item being heard.

In accordance with the Americans With Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Office of the Village Clerk, 88 West McIntyre Street, Suite 220, Key Biscayne, Florida 33149, telephone number (305) 365-5506, not later than two business days prior to such proceeding.

Should any person desire to appeal any decision of the Village Council with respect to any matter to be considered at this meeting, that person shall insure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

Comments of any interested party relative to this matter may be submitted in writing and or presented in person at the public hearing.

Conchita H. Alvarez, MMC
Village Clerk

6/30

15-185/2457908M