

**RESOLUTION NO. 2022- 2918**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH BEACH RAKER, LLC FOR BEACH CLEANING AND MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$171,000 ANNUALLY UTILIZING THE TERMS AND CONDITIONS OF VILLAGE OF KEY BISCAZYNE CONTRACT NO.2021-11-29; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the "Town") is in need of beach cleaning and maintenance services (the "Services"); and

**WHEREAS**, the Village of Key Biscayne ("Key Biscayne"), issued Request for Proposals No. 2021-15 (the "RFP") for the Services and competitively solicited and awarded Beach Raker, LLC (the "Contractor") Contract No. 2021-11-29 pursuant to the RFP (the "Key Biscayne Contract"); and

**WHEREAS**, the Contractor has agreed to extend the pricing, terms, and conditions of the Key Biscayne Contract to the Town; and

**WHEREAS**, the Town wishes to enter into an agreement with the Contractor for the Services, in substantially the form attached hereto as Exhibit "A," utilizing the pricing, terms, conditions, and pricing of the Key Biscayne Contract (the "Agreement") in an amount not to exceed \$171,000 annually; and

**WHEREAS**, the Town Commission finds that the Services have already been competitively bid by the Key Biscayne and are exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code of Ordinances (the "Code"); and

**WHEREAS**, the Town Commission finds that the award of an Agreement for the Services to the Contractor and this Resolution are in the best interest and welfare of the Town.

**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 true and correct and are incorporated herein by this reference.

**Section 2. Approval.** The Agreement, in substantially the form attached hereto as Exhibit "A," is approved.

**Section 3. Exemption from Competitive Bidding.** The Town Commission finds that hiring the Contractor to provide the Services by utilizing the Key Biscayne Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

**Section 4. Authorization.** The Town Manager is authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor on behalf of the Town, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney. The Town Manager is further authorized to expend budgeted funds for the Services in an amount not to exceed \$171,000 annually.

**Section 5. Implementation.** That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement for the Services, and the purposes of this Resolution.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13<sup>th</sup> day of September, 2022.

Motion By: Mayor Danzinger

Second By: Commissioner Landsman

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

  
\_\_\_\_\_  
Shlomo Danzinger, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

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

  
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**COOPERATIVE AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
BEACH RAKER, LLC  
FOR  
BEACH CLEANING, MAINTENANCE, AND  
BEAUTIFICATION SERVICES**

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (hereinafter, the "Town"), and **BEACH RAKER, LLC**, a Florida limited liability company (hereinafter, the "Contractor"). Collectively, the Town and Contractor are referred to as the "Parties."

**WHEREAS**, the Town desires to utilize the services of the Contractor for beach cleaning, maintenance, and beautification services (the "Services"); and

**WHEREAS**, the Village of Key Biscayne ("Key Biscayne"), issued Request for Proposals No. 2021-15 (the "RFP") for the Services and competitively solicited and awarded the Contractor Contract No. 2021-11-29 pursuant to the RFP (the "Master Contract"); and

**WHEREAS**, Section 3-13(3) of the Town Code of Ordinances (the "Code") provides that purchases made under state general service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies, or through cooperative purchasing are exempt from the competitive bidding procedures of Chapter 3 of the Town Code; and

**WHEREAS**, the Parties wish to incorporate the terms and conditions of the Master Contract in this Agreement, except as otherwise modified or amended herein; and

**WHEREAS**, pursuant to Section 3-13(3) of the Code, the Town desires to "piggyback" on the competitively awarded Master Contract pursuant to the RFP and engage the Contractor to perform the Services as specified below

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. **Incorporation of Master Contract.** The terms and conditions of the Master Contract, which is attached as Exhibit "A," is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Master Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Master Contract, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Master Contract unless otherwise provided in this Agreement. All references to the "Village of Key Biscayne" or the "Village" shall be replaced with the "Town of Surfside, FL," or the "Town" where applicable.
4. **Term/Commencement Date.** The term of this Agreement shall be from the Effective Date through November 29, 2024, thereafter, unless terminated in accordance with Paragraph 8 of the Master Contract.
5. **Creating Exhibit E.** Exhibit "E" to the Master Contract is hereby created by adding Exhibit "B" to this Agreement to the Master Contract.
6. **Section 1 of the Master Contract.** Section 1, "Scope of Services," of the Master Contract is hereby amended as follows:

1.1. The Contractor shall provide the Services set forth in the Scope of Services, attached hereto as Exhibit "A," and in accordance with the Proposal (the "Services"). Upon written request by the Village Town, the Contractor shall provide the additional beach cleaning, maintenance, and beautification services set forth in the Scope of Additional Services attached hereto as Exhibit "B" (the "Additional Services") and in accordance with the Contractor's Proposal. The Village Town specifically reserves the right to contract with any other entity for services relating to the Village's Town's Pilot Composting Project.

Contractor shall perform the Services each month at the frequency provided in the Town of Surfside Monthly Rate Schedule attached hereto as Exhibit "E."

7. **Section 3 of the Master Contract.** Section 3, "Compensation and Payment," of the Master Contract is hereby amended as follows:
  - 3.1 Compensation for the Services provided by Contractor shall not exceed ~~\$780,000.00~~ \$169,367.97 annually, in accordance with the Rate Schedule attached hereto as Exhibit "D." Compensation for Additional Services provided by the Contractor at the Village's Town's request shall be in accordance with the rates set forth for the Additional Services in the Rate Schedule attached hereto as Exhibit "D."

8. **Section 16.8 of the Master Contract.** Section 16.8 of the Master Contract is hereby deleted and replaced as follows:

16.8 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCready, MMC  
Mailing address: 9293 Harding Avenue  
Surfside, FL 33154  
Telephone number: 305-861-4863  
Email: [smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov)

[Remainder of page intentionally left blank. Signature pages follow.]

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/fag/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness #2 Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**TOWN OF SURFSIDE**

**CONTRACTOR**

By: \_\_\_\_\_  
Andrew Hyatt  
Town Manager

Attest:

By: \_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**Addresses for Notice:**

Andrew Hyatt  
Town of Surfside  
Attn: Town Manager  
9293 Harding Avenue  
Surfside, FL 33154  
305-861-4863 (telephone)  
305-993-5097 (facsimile)  
ahyatt@townofsurfsidefl.gov (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Lillian Arango, Esq.  
Town of Surfside Attorney  
2800 Ponce de Leon Boulevard, Suite 1200  
Coral Gables, FL 33134  
larango@wsh-law.com (email)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity:

**Addresses for Notice:**

\_\_\_\_\_  
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\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**With a copy to:**

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\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)



**EXHIBIT "A"**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE VILLAGE OF KEY BISCAYNE  
AND BEACH RAKER, LLC**

**RESOLUTION NO. 2021-53**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING BEACH RAKER, LLC FOR BEACH CLEANING, MAINTENANCE, AND BEAUTIFICATION SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2021-15 IN AN AMOUNT NOT TO EXCEED \$780,000.00 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 3, 2021, the Village of Key Biscayne (“Village”) issued Request for Proposals No. 2021-15 (“RFP”) for beach cleaning, maintenance, and beautification services (the “Services”); and

**WHEREAS**, the Village received only one sealed proposal from Beach Raker, LLC (the “Contractor”) by the October 13, 2021, RFP deadline; and

**WHEREAS**, the Village Council desires to select Contractor to perform the Services and authorize the Village Manager to enter into an agreement with the Consultant for the Services in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

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

**Section 1.    Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.    Selection.** That the Village Council hereby selects Contractor for the Services.

**Section 3.    Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute an agreement with the Contractor, in substantially the form

attached hereto as Exhibit "A," in an amount not to exceed \$780,000.00 annually, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 16<sup>th</sup> day of November, 2021.

ATTEST:

  
\_\_\_\_\_  
JOCELYN B. KOCH  
VILLAGE CLERK



  
\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE VILLAGE OF KEY BISCAYNE**

**AND**

**BEACH RAKER, LLC**

**THIS AGREEMENT** (this "Agreement") is made effective as of the 29<sup>th</sup> day of November, 2021 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **BEACH RAKER, LLC**, a Florida limited liability company (hereinafter, the "Contractor").

**WHEREAS**, on September 3, 2021, the Village issued Request for Proposals No. 2021-15 ("RFP"), for beach cleaning, maintenance, and beautification services (the "Services," as further defined herein); and

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

**WHEREAS**, on November 16, 2021, the Village Council adopted Resolution No. 2021-53 selecting the Proposal of the Consultant to provide the Services for the Village; and

**WHEREAS**, the Consultant and the Village, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the Village desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows:

**1. Scope of Services.**

- 1.1. The Contractor shall provide the Services set forth in the Scope of Services, attached hereto as Exhibit "A," and in accordance with the Proposal (the "Services"). Upon written request by the Village, the Contractor shall provide the additional beach cleaning, maintenance, and beautification services set forth in the Scope of Additional Services attached hereto as Exhibit "B" (the "Additional Services") and in accordance with the Contractor's Proposal. The Village specifically reserves the right to contract with any other entity for services relating to the Village's Pilot Composting Project.
- 1.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

**2. Term/Commencement Date.**

- 2.1. The term of this Agreement shall be from the Effective Date through three years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for three additional one year periods on the same terms as set forth herein upon written notice to the Contractor.
- 2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

- 3.1. Compensation for the Services provided by Contractor shall not exceed \$780,000.00 annually, in accordance with the Rate Schedule attached hereto as Exhibit "D." Compensation for Additional Services provided by the Contractor at the Village's request shall be in accordance with the rates set forth for the Additional Services in the Rate Schedule attached hereto as Exhibit "D."
- 3.2. Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.
- 3.3. Contractor's invoices must contain the following information for prompt payment:
  - 3.3.1. Name and address of the Contractor;
  - 3.3.2. Purchase Order number;
  - 3.3.3. Contract number;
  - 3.3.4. Date of invoice;
  - 3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
  - 3.3.6. Name and type of Services;
  - 3.3.7. Timeframe covered by the invoice; and
  - 3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to [payables@keybiscayne.fl.gov](mailto:payables@keybiscayne.fl.gov).

**4. Subcontractors.**

- 4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

- 5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2. Upon Contractor's request, Village shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

**6. Contractor's Responsibilities; Representations and Warranties.**

- 6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

- 7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities

(developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

**8. Termination.**

- 8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.
- 8.2. Upon receipt of the Village's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Village Manager.
- 8.3. In the event of termination by the Village, the Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

- 9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.
  - 9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
  - 9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.
- 9.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.
- 9.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.5. The provisions of this section shall survive termination of this Agreement.



**10. Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village’s custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village’s information technology systems. Once the public records have been delivered upon completion or termination

of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Jocelyn B. Koch**  
**Mailing address: 88 West McIntyre Street**  
**Key Biscayne, FL 33149**  
**Telephone number: 305-365-5506**  
**Email: [jkoch@keybiscayne.fl.gov](mailto:jkoch@keybiscayne.fl.gov)**

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
- 26.1. First Priority: Base Agreement;
- 26.2. Second Priority: Exhibit "D," the Rate Schedule;
- 26.3. Third Priority: Exhibit "A," the Scope of Services;
- 26.4. Fourth Priority: Exhibit "B," the Scope of Additional Services;
- 26.5. Fifth Priority: the RFP; and
- 26.6. Sixth Priority: Exhibit "C," the Contractor's Proposal.
27. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please

visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank. Signature pages follow.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF KEY BISCAIYNE**

**BEACH RAKER, LLC**

By: Steven C. Williamson  
Steven C. Williamson  
Village Manager

By:   
George Jones (Nov 29, 2021 10:10 EST)

Name: George Jones

Title: President

Attest:

Beach Raker, LLC  
Entity

By: Jocelyn B Koch  
Jocelyn B. Koch  
Village Clerk



Approved as to form and legal sufficiency:

By: chad s friedman  
chad s friedman (Nov 29, 2021 10:26 EST)  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**Addresses for Notice:**  
Village of Key Biscayne  
Attn: Village Manager  
88 West McIntyre Street  
Key Biscayne, FL 33149  
305-365-5514 (telephone)  
305-365-8936 (facsimile)  
swilliamson@keybiscayne.fl.gov (email)

**Addresses for Notice:**  
Beach Raker, LLC  
Attn: George L. Jones Jr.  
220 NE 13<sup>th</sup> Street  
Pompano Beach, FL 33060  
954-560-3906 (telephone)  
954-892-0344 (facsimile)  
customerservice@floridabeachraker.com (email)

**With a copy to:**  
Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Chad Friedman, Esq.  
Village of Key Biscayne Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134  
cfriedman@wsh-law.com (email)

**With a copy to:**  
Steve Sterneck  
220 NE 13th St, Pompano Beach FL 33060  
954-560-3906 (telephone)  
Steve@floridabeachraker.com (facsimile)  
Steve@floridabeachraker.com (email)

**EXHIBIT A**  
**Scope of Services**

The required Services to be performed by the Contractor shall be to clean and maintain the entire length and width of the beach, generally east of the dunes, during the term of the Agreement on a basis of seven (7) days per week, 52 weeks per year, with overlapping stretches of beach to be cleaned and maintained each day. Contractor shall collect trash, rake, and haul an average of two (2) trucks per day year-round, and deep bury excess seaweed three (3) feet deep, sift/groom upper beach seven (7) days a week. The Village reserves the right, in its sole discretion, to add additional locations to be serviced, or delete or modify locations to be serviced.

All work of this nature shall be conducted in accordance with Florida Department of Environmental Protection ("FDEP") Permits, and in accordance with FDEP Beach Cleaning Permit Conditions. All work on the beach during marine turtle nesting season in this area of Miami-Dade County ("County") shall be coordinated with the County officials. Marine turtle nest monitoring in the Village is currently provided by the County Parks, Recreation, and Open Spaces Department.

**I. GENERAL**

In providing the Services, the Contractor shall be required to perform the following tasks and work:

- A. Debris, Trash Removal, and Recycling: The Contractor agrees to remove all trash, debris, and recycling that is deposited by the ocean, wind, or by patron usage. The Contractor shall empty and maintain all refuse and recycling containers (refuse categorized as garbage and trash; recycling includes all bottles, cans, and glass) on the beach for a minimum of seven (7) days per week, including Sundays. There is an approximate total of forty (40) refuse receptacles along the beach. The Contractor shall remove and dispose of all trash and debris by hauling to an approved location. The Contractor shall properly dispose of the collected refuse and pay any and all disposal fees associated therewith. Contents of the recycling containers shall be deposited in a collection bin located at an area determined and approved of by the Village.
- B. Special Events and Holidays: On July 5th of every year, the entire beach shall be cleared of debris no later than 10:00 a.m., as a result of July 4th activities. The same debris removal services shall apply to all similar major holidays and special events, with prior notice given to the Contractor.
- C. Seaweed Management: Seaweed deposited on the beach due to natural coastal processes is to be raked with approved equipment seven (7) times per week along the length of the entire beach (sandy, non-vegetated areas). Seaweed shall be deep buried (36 to 48-inches below grade) into beach zone below the Mean High Water (MHW) line with approved equipment and methods, and capped with six (6) to twelve (12) inches of sand. This burial process generally consists of raking, digging a sufficiently deep pit to place the seaweed into, and covering the seaweed with sand. Seaweed must be buried deep enough so that it does not become exposed.

- D. Excess Seaweed and Debris Management: In the event of extraordinary amounts of seaweed that cannot be managed efficiently with the raking and deep burial process, the Village, in consultation with the Contractor, may determine that seaweed management will require a special service raking and truck hauling of the collected organic material to an appropriate commercial disposal facility. Coastal processes and coastal storm events may cause excessive deposits of seaweed and debris on the beach. The Contractor shall mobilize appropriate equipment and personnel to remove excess seaweed and debris without burial into the inter-tidal zone. It is envisioned that truck hauling will be required five (5) months per year (typically June, July, August, September, and October). Excess seaweed shall be suitably clean, devoid of any debris, litter, and/or other deleterious materials. Excess seaweed shall be stockpiled at a pre-designated location, then loaded and transported with the appropriate equipment to a commercial disposal facility.

The Village of Key Biscayne may provide a nearby location to stockpile seaweed collected from the beach, however the Contractor must haul the seaweed directly to a commercial disposal facility, should the Village not have access to a nearby site. The Village will coordinate directly with Miami-Dade County and instruct the Contractor on the location for placement.

Contractor shall be responsible for all labor, equipment, hauling, and disposal fees. Moreover, the Contractor is required to have all the necessary machinery and equipment available to perform the Services.

- E. Hazards Management: Contractor shall have job specific and adequate equipment available to lift and remove from the beach all foreign material up to 1,500 pounds, as well as grade areas of beach and move fill from place to place in effort to correct hazardous conditions that may develop from time to time. The Contractor agrees to provide such hazard management services as the Village shall reasonably request, by way of example, including the removal of broken glass, shoring eroded and deteriorated walkways by moving fill into place around them, and grading storm cut escarpments, etc. The Contractor agrees to be available for the performing of such services on an emergency basis and shall respond to the request by the Village for the correction of such hazardous conditions as promptly as reasonably possible. However, it being understood by the parties, in the event the Village shall recognize minor hazards (such as broken glass bottles or debris of a nature that can be removed by hand or other reasonably available personnel of the Village) such removal will be accomplished by the Village immediately upon recognition of the hazard.
- F. Erosion Control: The Contractor shall possess equipment capable of providing limited beach repair and erosion control measures. The Village, from time to time, requires certain measures for erosion control and beach repair, and accordingly, the Contractor shall agree to provide the following services:
- i. Backfilling of washouts, particularly at the foot of eroded stairs and/or entry ways,
  - ii. Grading of excessive sand deposits,
  - ii. Grading of escarpments to a more easily navigated slope as required by the Village beach maintenance environmental permits.



The Contractor's Services for erosion control and beach repair as provided herein are intended to promote vitality to the dune vegetation, to better sustain the contour of the beach against further wave action, and to maximize the useable sandy portion of the beach for the general recreational enjoyment and coastal preservation. Such measures shall be taken by the Contractor to effectively control, limit, or eliminate sand erosion problems on a day-to-day basis.

- G. Tilling: The Village has a beach maintenance program that includes the periodic re-nourishment of the beach. The environmental permits for this maintenance program require tilling in the spring, immediately prior to marine turtle nesting season dependent upon survey results. The Village will conduct the survey and advise the Contractor with reasonable advanced notice should beach tilling be required. The Contractor shall mobilize the appropriate equipment and personnel to till the beach with approved equipment and methods to a depth of thirty-six (36) inches from just east of the dune line to the mean high-water line.
- H. Dune Vegetation Maintenance: Contractor will be required to retain the expertise, nursery contacts, and permits necessary to maintain the flora of the dune habitat. Contractor shall replace dune plantings as necessary where the dune face has been eroded and will survey the dune line along the length of the beach as to identify and remove any and all exotic plant species that are taking root twice each year. Removal of exotic plant species should take place from the erosion control line seaward and shall not include removal of exotic plants from private property.
- I. Environmental Permitting: Contractor shall process the annual mechanical beach cleaning permit on behalf of the Village.

## **II. ACCESS**

The Village agrees to provide the Contractor with sufficient access to the Village's beach property at no cost and not to interfere with the performance of the Services herein contracted for, provided, however, that the Village may reasonably restrict the Contractor access to the beach for safety reasons or emergencies. Notwithstanding any other provisions of the Agreement to the contrary, the Village reserves the right to restrict the Contractor's beach cleaning operations on portions of the beach to comply with turtle protection ordinances, laws, and requirements as they may be imposed from time to time during the term of the Agreement.

### **STORAGE OF EQUIPMENT AND LIST OF CURRENT EQUIPMENT**

The Village will provide a storage site on the Beach. Contractor shall provide to Village a list of all equipment to be used in connection with the Services and complete the attached List of Equipment Form.

## **III. HOURS OF SERVICE**

The Contractor may begin work at 7 A.M. and work until 2 P.M. on each workday, with the exception of turtle nesting season during which the Village requires the Contractor to alter the schedule to follow the activities of the turtle monitors. If in the case of an extremely heavy accumulation of seaweed or debris where the Contractor finds it necessary to work past 2 P.M. or begin earlier than 7 A.M., approval must be obtained from the Village's Public Works Department.

Severe weather conditions, acts of God, and matters beyond the Contractor's reasonable control (such as lack of access to the barrier island due to bridge failures, etc.) are acceptable reasons for the Contractor failing to provide cleaning services on a scheduled day. For each day that the Contractor shall fail to provide service without an acceptable reason, there shall be a deduction in the compensation due to the Contractor in the amount of 1/10 of Contractor's monthly payment. Services shall be rendered by the Contractor on all holidays that fall in a regular scheduled workday other than July 4th and December 25th.

**IV. INQUIRIES**

The Contractor will supply an email address that is checked on a daily basis for the purpose of responding to complaints, concerns, or inquiries made by the Village regarding the Services set forth in this Agreement. The Contractor will address and provide timely responses to all inquiries.

**V. LICENSES**

The Contractor agrees to maintain all necessary licenses and permits required for the Contractor to provide the Services required herein, and the Village shall carry all permits required of it as the "Owner" to have the beach maintained.

**VI. DISPOSAL COSTS**

The Contractor agrees to provide disposal services at its expense for all debris, seaweed, and trash removed from the beach.

**EXHIBIT "B"**

Town of Surfside Monthly Rate Schedule  
Based on Village of Key Biscayne Rates

<b>Month</b>	<b>Monthly Cost</b>	<b>Services per Week</b>
January	\$12,269.14	3
February	\$12,269.14	3
March	\$12,269.14	3
April	\$12,269.14	3
May	\$12,269.14	3
June	\$12,269.14	3
July	\$19,648.57	5
August	\$19,648.57	5
September	\$19,648.57	5
October	\$12,269.14	3
November	\$12,269.14	3
December	\$12,269.14	3
Total Cost	\$169,367.97	
Contingency for On Call Service	\$1,632.03	

## Responses

Success: All data is valid!

## Town of Surfside Rates

Status	#	Item	Unit	Quantity	Unit Price	Total Cost
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### Base Bid

Success: All values provided	#1-1	Debris, Trash Removal, and Recycling	Week	52	\$ 1,750.00	\$ 91,000.00	3 days a week at \$750.00 for \$3,000.00 a month
Success: All values provided	#1-2	Tilling	Each	1	\$ 7,000.00	\$ 7,000.00	
Success: All values provided	#1-3	Seaweed Management, Option 1: Collect trash, rake and deep bury seaweed (36 to 48-inches below grade), sift/groom upper beach seven (7) days a week	Week	52	\$ 4,707.00	\$ 244,764.00	3 days a week at \$2,017.28 for \$8,069.14 a month

### Bid Alternate 1

Success: All values provided	#2-1	Seaweed Management, Option 2: Manage trash, sift/groom upper beach seven (7) days a week (four (4) months seaweed stays on beach), haul an average of three (3) trucks daily (22 cubic yard capacity per truck) for eight (8) months of the year, and deep bury excess seaweed three (3) feet deep.	Week	52	\$ 14,500.00	\$ 754,000.00	
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### Bid Alternate 2

Success: All values provided	#3-1	Seaweed Management, Option 3: Collect trash, rake, and haul an average of two (2) trucks per day year-round, and deep bury excess seaweed three (3) feet deep, sift/groom upper beach seven (7) days a week.	Week	52	\$ 15,000.00	\$ 780,000.00	
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### Bid Alternate 3

Success: All values provided	#4-1	Seaweed Management, Option 4: Collect trash, rake, and haul year-round (no deep burial or integration), sift/groom upper beach seven (7) days a week.	Week	52	\$ 19,000.00	\$ 988,000.00	
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### ADDITIONAL SERVICES ON AS-NEEDED BASIS

Success: All values provided	#5-1	Cleaning at Second Tide	Week	1	\$ 4,200.00	\$ 4,200.00	
Success: All values provided	#5-2	Special Events and Holidays	Day	1	\$ 600.00	\$ 600.00	
Success: All values provided	#5-3	Beach Sand Sifting: Removal of small objects from the upper portion of the beach using a sand sifter	Hour	1	\$ 250.00	\$ 250.00	
Success: All values provided	#5-4	Removal of Seaweed from the beach to a location provided by the Village, including removal, loading, trucking, and dumping to a location within Key Biscayne or Virginia Key	Cubic Yard	1	\$ 40.00	\$ 40.00	
Success: All values provided	#5-5	Removal of Seaweed from the beach to a location provided by the Contractor, including removal, loading, trucking, and tipping	Cubic Yard	1	\$ 85.00	\$ 85.00	
Success: All values provided	#5-6	Walkways and Restricted Area Sand Sifting: Removal of small objects, rocks, shells, debris, etc., from walkways, play areas, and confined locations	Hour	1	\$ 150.00	\$ 150.00	Hardpack 2 hours a week at \$300.00 for \$1,200 a month

Town of Surfside monthly total

\$12,269.14

## Responses

Success: All data is valid!

## Town of Surfside Rates

Status	#	Item	Unit	Quantity	Numeric	Total Cost
					Unit Price	

### Base Bid

Success: All values provided	#1-1	Debris, Trash Removal, and Recycling	Week	52	\$ 1,750.00	\$ 91,000.00	5 days a week at \$1,250.00 for \$5,000.00 a month
Success: All values provided	#1-2	Tilling	Each	1	\$ 7,000.00	\$ 7,000.00	
Success: All values provided	#1-3	Seaweed Management, Option 1: Collect trash, rake and deep bury seaweed (36 to 48-inches below grade), sift/groom upper beach seven (7) days a week	Week	52	\$ 4,707.00	\$ 244,764.00	5 days a week at \$3,362.14 for \$13,448.57 a month

### Bid Alternate 1

Success: All values provided	#2-1	Seaweed Management, Option 2: Manage trash, sift/groom upper beach seven (7) days a week (four (4) months seaweed stays on beach), haul an average of three (3) trucks daily (22 cubic yard capacity per truck) for eight (8) months of the year, and deep bury excess seaweed three (3) feet deep.	Week	52	\$ 14,500.00	\$ 754,000.00	
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### Bid Alternate 2

Success: All values provided	#3-1	Seaweed Management, Option 3: Collect trash, rake, and haul an average of two (2) trucks per day year-round, and deep bury excess seaweed three (3) feet deep, sift/groom upper beach seven (7) days a week.	Week	52	\$ 15,000.00	\$ 780,000.00	
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### Bid Alternate 3

Success: All values provided	#4-1	Seaweed Management, Option 4: Collect trash, rake, and haul year-round (no deep burial or integration), sift/groom upper beach seven (7) days a week.	Week	52	\$ 19,000.00	\$ 988,000.00	
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### ADDITIONAL SERVICES ON AS-NEEDED BASIS

Success: All values provided	#5-1	Cleaning at Second Tide	Week	1	\$ 4,200.00	\$ 4,200.00	
Success: All values provided	#5-2	Special Events and Holidays	Day	1	\$ 600.00	\$ 600.00	
Success: All values provided	#5-3	Beach Sand Sifting: Removal of small objects from the upper portion of the beach using a sand sifter	Hour	1	\$ 250.00	\$ 250.00	
Success: All values provided	#5-4	Removal of Seaweed from the beach to a location provided by the Village, including removal, loading, trucking, and dumping to a location within Key Biscayne or Virginia Key	Cubic Yard	1	\$ 40.00	\$ 40.00	
Success: All values provided	#5-5	Removal of Seaweed from the beach to a location provided by the Contractor, including removal, loading, trucking, and tipping	Cubic Yard	1	\$ 85.00	\$ 85.00	
Success: All values provided	#5-6	Walkways and Restricted Area Sand Sifting: Removal of small objects, rocks, shells, debris, etc., from walkways, play areas, and confined locations	Hour	1	\$ 150.00	\$ 150.00	Hardpack 2 hours a week at \$300.00 for \$1,200 a month

Town of Surfside monthly total

\$19,648.57

Town of Surfside Monthly Rate Schedule  
Based on Village of Key Biscayne Rates

Month	Monthly Cost	Services per Week
January	\$12,269.14	3
February	\$12,269.14	3
March	\$12,269.14	3
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June	\$12,269.14	3
July	\$19,648.57	5
August	\$19,648.57	5
September	\$19,648.57	5
October	\$12,269.14	3
November	\$12,269.14	3
December	\$12,269.14	3
Total Cost	\$169,367.97	
Contingency for On Call Service	\$1,632.03	