

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.

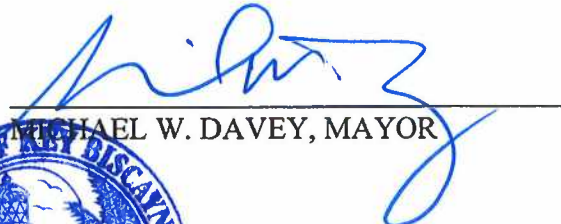
Section 2. Selection. That the Village Council hereby selects Contractor for the Services.

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 16th day of November, 2021.



MICHAEL W. DAVEY, MAYOR

ATTEST:



JOCELYN B. KOCH
VILLAGE CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



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

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 intertidal 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.