VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor John DuBois
Council Member Patrick Fiore (Seat 1)
Council Member David Singer (Seat 2)
Council Member Marsha Matson (Seat 3)

Interim Village Manager Gregory Truitt
Village Attorney John C. Dellagloria
Village Clerk Missy Arocha

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

AGENDA
REGULAR VILLAGE COUNCIL MEETING
MONDAY, MARCH 2, 2020 – 7:00 PM

(Proclamations, Awards, and Presentations will commence at 6:30 PM)
Village Hall Chambers, 9705 E. Hibiscus Street
(305) 259-1234

1. CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER: Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

A. Presentation on 2020 Census by Commissioner Esteban Bovo, Jr., Miami-Dade Board of County Commissioner

B. Recognition of 2019 Teachers of the Year (TOY) and Rookie Teachers of the Year (RTOY) of the Village of Palmetto Bay

C. Proclamation to Councilmember Marsha Matson in honor of Women's History Month

D. Proclamation to “A Safe Haven for Newborns”

3. APPROVAL OF MINUTES

A. Regular Council Meeting (February 3, 2020)

4. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS’ FEES; APPROVING ATTORNEYS’ FEES AND COSTS FOR LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF $14,151.93 FOR PERIOD ENDING DECEMBER 31, 2019; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING RESOLUTION 2019-147; REGARDING SPECIAL COUNSEL TO THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer and Co-Sponsored by Councilmember Marsha Matson)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO IN-KIND SERVICES; AUTHORIZING THE INTERIM VILLAGE MANAGER TO PROVIDE IN-KIND SERVICES TO THE DEERING ESTATE FOR THE ANNUAL SEAFOOD FESTIVAL EVENT ON MARCH 29, 2020; APPROVING THE USE OF THE I-BUS FOR AN ANTICIPATED COST OF $1,650 AND OFF-DUTY POLICE SERVICES FOR AN ANTICIPATED COST OF $9,000.37; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John DuBois)*

5. REQUESTS, PETITIONS AND PUBLIC COMMENTS

6. VILLAGE MANAGER’S REPORT

- Village-wide updates:
  - Franjo Road project
  - One Million Orchid project
  - Traffic engineering and issues
  - Metro Dade/canal signage
  - Village lobbyist

- Village Police Commander Report

7. VILLAGE ATTORNEY’S REPORT

- Litigation update

- Introduction of Design Review Board

8. VILLAGE CLERK'S REPORT

- Calendar update (public meetings for March 2020)

9. BOARD AND COMMITTEE REPORTS - Minutes provided for Council's information, in lieu of verbal reports:

A. Charter Revision Commission Meeting (January 14, 2020)
B. Parks & Rec. Committee and Community Outreach Meeting (January 21, 2020)
C. Neighborhood Protection Committee Meeting (January 29, 2020)
D. Neighborhood Protection Committee Meeting (February 12, 2020)
E. Youth Community Involvement Board (December 17, 2019)

10. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING ADMINISTRATION TO APPROACH MIAMI-DADE COUNTY TO COMPLETE THE BICYCLE NETWORK IN THE COMMUNITY; BRING BACK OPTIONS ON DESIGN AND FUNDING NO LATER THAN 90-DAYS FROM APPROVAL WITH OPTIONS ON HOW TO IMPLEMENT SAID BICYCLE NETWORK; NETWORK SHALL CONSIST OF EAST-WEST CONNECTIVITY ON SW 152ND STREET, SW 168TH STREET, SW 184TH STREET AND NORTH-SOUTH CONNECTIVITY ON SW 77TH AVENUE AND SW 87TH AVENUE; AUTHORIZING THE VILLAGE MANAGER TO BEGIN A DIALOGUE WITH MIAMI-DADE COUNTY, PROVIDE COST ESTIMATES TO THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, 2019, January 6, & February 3, 2020)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING VILLAGE PARK FACILITIES; DIRECTING THE MANAGER TO RECOMMEND TO THE VILLAGE COUNCIL AN ARCHITECT WITH AN ASSOCIATED PROPOSED CONCEPT FOR DRAWING CONSTRUCTION PLANS TO REPLACE THE CORAL REEF PARK RECREATION BUILDING; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, January 6, & February 3, 2020)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE VILLAGE VETERANS' PARK; DIRECTING THE MANAGER TO RECOMMEND

TO THE VILLAGE COUNCIL AN APPROPRIATE DESIGN PROFESSIONAL (ARCHITECT, PARK PLANNER, OR OTHER APPROPRIATE PROFESSIONAL) WITH AN ASSOCIATED PROPOSED CONCEPT FOR DRAWING DESIGN AND/OR CONSTRUCTION PLANS FOR THE VILLAGE VETERANS' PARK; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, 2019, January 6, & February 3, 2020)*

(Alternate A)

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO A COMMUNITY CENTER ON VILLAGE-OWNED PROPERTY; DIRECTING THE MANAGER TO PREPARE A RECOMMENDED PLAN FOR THE DEVELOPMENT OF A COMMUNITY CENTER ON THE PROPERTY OWNED BY THE VILLAGE (FORMER SCHOOL SITE) IN THE DOWNTOWN URBAN VILLAGE (DUV) ZONING DISTRICT (EAST OF AND NEAR VILLAGE HALL); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, 2019, January 6, & February 3, 2020)*

(Alternate B)

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SALE OF VILLAGE-OWNED PROPERTY; DIRECTING THE MANAGER TO DEVELOP A RECOMMENDED PLAN FOR THE SALE OF THE PROPERTY OWNED BY THE VILLAGE (FORMER SCHOOL SITE) IN THE DOWNTOWN URBAN VILLAGE (DUV) ZONING DISTRICT (EAST OF AND CLOSE TO VILLAGE HALL); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, 2019, January 6, & February 3, 2020)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE STORMWATER MASTER PLAN; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC., TO UPDATE THE VILLAGE'S STORMWATER MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $84,500; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration) (Deferral from October 7, November 4, December 2, 2019, January 6, & February 3, 2020)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA ADOPTING AN AMENDED

PROJECTED TIMELINE FOR THE SOLICITATION OF CANDIDATES FOR THE POSITION OF VILLAGE MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Attorney John C. Dellagloria and Co-Sponsored by Village Clerk Missy Arocha)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MAYOR OF MIAMI-DADE COUNTY TO INCLUDE IN THE PROPOSED SOUTH MIAMI-DADE TRAFFIC STUDY AN ASSESSMENT OF THE IMPACT OF INCREASED TRAFFIC CONGESTION ON PALMETTO BAY NEIGHBORHOODS THAT WILL BE CAUSED BY THE BRIDGING OF CANALS IN THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE ONGOING INTERGOVERNMENTAL ACTION AGAINST MIAMI-DADE COUNTY OVER THE STOP SIGNS AT SW 87TH AVENUE AND SW 174TH STREET; AUTHORIZING SPECIAL COUNSEL TO REQUEST THE STAY IN THE PROCEEDINGS BE LIFTED AND TO PROCEED WITH SEEKING INJUCTIVE RELIEF; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham and the members of the Village Council)*

I. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DECLARING A CLIMATE EMERGENCY; URGING THE REGIONAL NEIGHBORS OF THE SOUTH FLORIDA COMMUNITY, STATE OF FLORIDA AND THE UNITED STATES GOVERNMENT TO DECLARE A CLIMATE EMERGENCY; REQUESTING REGIONAL COLLABORATION ON A TRANSITION PLAN AND EMERGENCY MOBILIZATION EFFORT TO RESTORE A SAFE AND SUSTAINABLE CLIMATE FOR CURRENT AND FUTURE RESIDENTS OF PALMETTO BAY; PROCLAIMING A CALL TO ACTION FOR THE VILLAGE MANAGER TO LAUNCH EFFORTS TOWARDS ADAPTATION, MITIGATION AN RESILIENCY STRATEGIES, INCLUDING IMPLEMENTATION OF THE VILLAGE'S CLIMATE CRISIS REPORT, CREATION OF RESILIENCY DEPARTMENT, AND LAUNCHING A GREEN MASTER PLAN; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE (*Sponsored by Mayor Karyn Cunningham*)

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF H & R PAVING, INC. TO PROVIDE ROADWAY RESURFACING SERVICES PURSUANT TO INVITATION TO BID (ITB) NO. 1920-11-001;

AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY TO RESURFACE TWELVE (12) PRIORITIZED STREET LOCATIONS FOR THE AMOUNT OF $170,204.84 AND OTHER LOCATIONS THROUGHOUT THE VILLAGE AS NECESSARY FOR A TOTAL COST FOR ROADWAY RESURFACING NOT TO EXCEED $350,000; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

K. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF VAULT PARKING SYSTEMS CORPORATION PURSUANT TO ITB #1819-12-015 TO CONDUCT VALET SERVICES FOR BOOKED EVENTS AT THALATTA ESTATE PARK AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Administration)*

L. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR $45,600 WITH LORI LEHR AS AN INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTING SERVICES TO IMPROVE THE VILLAGE'S CURRENT COMMUNITY RATING SYSTEM (CRS) UNDER THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP); BY PIGGYBACKING OFF A CONTRACT BETWEEN THE VENDOR AND MONROE COUNTY, WHICH IS ATTACHED HERETO AS REFERENCE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Administration)*

M. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING A MASTER EQUITY LEASE AGREEMENT AND MAINTENANCE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. BASED ON A PIGGYBACK CONTRACT FROM THE CITY OF LAKE CITY, FLORIDA, ISSUED UNDER RFP. NO 011-2010; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXPEND BUDGETED FUNDS IN AN AMOUNT NOT TO EXCEED $73,265.76 FOR THE REPLACEMENT OF 11 VEHICLES IN THE PARKS AND THE PUBLIC SERVICES DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

11. RESOLUTIONS REQUIRING PUBLIC HEARING

12. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PRIVATE DEVELOPMENT PROJECTS; AMENDING SECTION 30-30.2(D) OF THE VILLAGE'S ZONING CODE BY ESTABLISHING THAT ALL NEW APPLICATIONS FOR DEVELOPMENT SHALL ONLY BE ACCEPTED BETWEEN APRIL 15TH AND NOVEMBER 30TH OF EACH YEAR; REQUIRING THAT A POTENTIAL DEVELOPER MAKES A PRESENTATION AT A MEETING BEFORE THE GENERAL PUBLIC REGARDING A PROPOSED DEVELOPMENT PROJECT FOR THE PURPOSE OF DISCUSSING THE PROJECT PARAMETERS AND CHARACTERISTICS AND TO RESPOND TO QUESTIONS AND INQUIRIES FROM THE RESIDENTS; PROVIDING THAT A MEETING SHALL BE HELD AT LEAST TWO WEEKS PRIOR TO COUNCIL DELIBERATIONS ON A PROPOSED PROJECT; PROVIDING THAT ALL RELEVANT QUESTIONS BY RESIDENTS MAY BE ASKED AT THE MEETING; PROVIDING FOR FACILITATION OF THE MEETING BY THE VILLAGE PUBLIC INFORMATION OFFICER; REQUIRING ANSWERS TO BE GIVEN BY STAFF AND THE DEVELOPER RELEVANT TO THE PROPOSED PROJECT; REQUIRING AT LEAST 7-DAYS PUBLIC NOTICE FOR THE MEETING; REQUIRING THAT A MEETING TAKES PLACE ON THE EVENING OF A REGULAR SEMESTER SCHOOL DAY OF THE MIAMI-DADE PUBLIC SCHOOLS; PROVIDING FOR EXCEPTIONS, CODIFICATION, AND REPEALING RESOLUTION 2018-14; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO FUND BALANCE POLICY; IDENTIFYING THE FUND BALANCE LEVEL TO ENSURE UNINTERUPTED OPERATIONS FOR THE VILLAGE GOVERNMENT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (*Sponsored by Administration*)

13. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENT

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CAPITAL ASSET FUNDING POLICY; IDENTIFYING FUNDING FOR CAPITAL ASSETS/PROJECTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (*Sponsored by Administration*) *(Deferral from December 2, 2019, January 6, & February 3, 2020)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ADVISORY BOARDS AND COMMITTEES; ESTABLISHING A COMMITTEE FOR THE SELECTION OF THE PERMANENT VILLAGE

MANAGER; DIRECTING THE COMMITTEE TO REVIEW THE FINALISTS AND MAKE A RECOMMENDATION TO THE VILLAGE COUNCIL; THE COMMITTEE SHALL SUNSET IMMEDIATELY FOLLOWING THE RECOMMENDATION MADE TO THE VILLAGE COUNCIL; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

C. AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES ENTITLED "ENVIRONMENT" REGARDING SINGLE-USE DRINKING WATER PLASTIC BOTTLES; PROHIBITING THE SALE, DISTRIBUTION OR USE OF SINGLE-USE DRINKING WATER PLASTIC BOTTLES ON VILLAGE PROPERTY; BARRING THE USE OF VILLAGE FUNDS FOR PURCHASE OR DISTRIBUTION; PROVIDING FOR DEFINITIONS, EXEMPTIONS, ENFORCEMENT AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John Dubois)*

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL EVENTS; AMENDING THE CODE OF ORDINANCES, CHAPTER 30, DIVISION 30-60, SECTION 30-60.18, ENTITLED "SPECIAL EVENTS, TEMPORARY"; PROVIDING FOR THE REGULATION OF SPECIAL EVENTS; PROVIDING FOR PERMITTING, HOURS OF OPERATION, FEES, APPLICATION PROCEDURES, SIGNAGE, AND RELATED PROVISIONS; PROVIDING FOR SEVERABILITY, CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*

14. OTHER BUSINESS

15. COUNCIL COMMENTS

16. NEXT MEETING AND ADJOURNMENT

WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE AND PLEDGE TO THE FOLLOWING PRINCIPLES:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion;
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

MINUTES
REGULAR VILLAGE COUNCIL MEETING
MONDAY, FEBRUARY 3, 2020 – 7:00 PM

(Proclamations, Awards, and Presentations will commence at 6:30 PM)
Village Hall Chambers, 9705 E. Hibiscus Street, Palmetto Bay, FL 33177

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

A. Recognition of 2019 Teachers of the Year (TOY) and Rookie Teachers of the Year (RTOY) of the Village of Palmetto Bay

The recognition was deferred to the Regular Council Meeting of March 2, 2020.

1. CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:

Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

Mayor Cunningham called the meeting to order at approximately 7:01 p.m.

The following members of the Village Council were present during roll call:
Mayor Karyn Cunningham
Councilmember Patrick
Councilmember David Singer
Councilmember Marsha Matson

Vice Mayor John DuBois arrived at the meeting at approximately 7:12 p.m.

The following Charter Officials were in attendance:
Village Attorney John C. Dellagloria
Interim Village Manager Gregory Truitt
Village Clerk Missy Arocha

A moment of silence was held in honor of the people and animals involved in the Australian fires.

The pledge of allegiance was led by Village Attorney Dellagloria.

Mayor Cunningham disposed the decorum statement.

3. APPROVAL OF MINUTES

Councilmember Matson ***motioned*** to approve the minutes. The motion was ***seconded*** by Councilmember Fiore. All voted in favor (4-0); Vice Mayor DuBois being absent. The ***minutes were approved unanimously***.

A. Regular Council Meeting (January 6, 2020)
B. Special Council Meeting (January 23, 2020)

4. CONSENT AGENDA

Clerk Arocha reported that item 4E was timely pulled from the consent agenda.

Councilmember Fiore ***motioned*** to approve the consent agenda. The motion was ***seconded*** by Councilmember Singer. All voted in favor (4-0); Vice Mayor DuBois being absent. The ***minutes were approved unanimously***.

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF $11,520 FOR PERIOD ENDING NOVEMBER 30, 2019; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

   Item 4A was approved on the Consent Agenda.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO FLORIDA STATUTE 100.151; DIRECTING THE VILLAGE CLERK TO COORDINATE A SPECIAL ELECTION WITH ONE OR MORE OPEN PRECINCTS ON NOVEMBER 3, 2020 TOGETHER WITH THE VILLAGE OF PALMETTO BAY GENERAL ELECTION FOR THE CONSIDERATION OF CHARTER AMENDMENT QUESTIONS ON THE BALLOT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha)*

   Item 4B was approved on the Consent Agenda.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION UNDER THE 2020 FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM FOR THE

CONSTRUCTION OF THE PIER AT THALATTA ESTATE PARK; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration)*

Item 4C was approved on the Consent Agenda.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE DONATION OF A ONE-WEEK ENROLLMENT IN THE 2020 CORAL REEF PARK SUMMER CAMP PROGRAM TO RESPECTIVE PTSA'S OF HOWARD DRIVE ELEMENTARY SCHOOL AND CORAL REEF ELEMENTARY SCHOOL, IN SUPPORT OF FORTHCOMING FUND-RAISING AUCTIONS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 4D was approved on the Consent Agenda.

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; ALLOWING FOR THE USE OF THE VILLAGE LOGO; AND SPONSORING ONE KICKBALL TEAM FOR THE BRYANT MCKINNIE & FRIENDS TOURNAMENT BENEFITING THE CYSTIC FIBROSIS FOUNDATION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 4E was pulled from the Consent Agenda.

5. REQUESTS, PETITIONS AND PUBLIC COMMENTS

The following members of the public addressed the Village Council during public comments:

- Eric Tullberg (7884 SW 179th Terrace) – spoke in support of Snowden's bridge and reported that there needs to be a project to complete that bicycle path as the path would encourage people to ride on the path with their bicycles; urged that the sidewalks being built along SW 184th be finalized.

- Bonnie and Bryan Banker (9431 SW 185th Terrace) - spoke in support of the Bryant McKinnie & Friends Tournament benefiting the Cystic Fibrosis Foundation.

- Gary Pastorella (6940 SW 142nd Terrace) – spoke in opposition to item 10F and urged the Village to sell back the community center land to Wayne Rosen.

- Vitality Falcovitch (9280 SW 167th Terrace) – spoke in support of the policing unit.

- Beverly Gerald (14271 SW 74th Court) – spoke in opposition to the appointment of Tim Schaffer to the Charter Revision Commission.

- Don Waters (14610 SW 69th Avenue) – recommend that since the community center land purchase was considered questionable, he urged the Council to vote items down.

- Charles Ness (7500 SW 173rd Street) – not in favor of individuals attacking a Councilmember; the SW 174 Street and SW 87th Avenue proposed traffic circle – please support it; thanked Councilmember Singer for the proposed resolution on transit one-half cent sales tax; the higher density should be around Village Hall according to the Dover report; in favor of 5-story density and urged the council to vote one level zoning.

6. VILLAGE MANAGER'S REPORT

Manager Truitt and his staff provided Village-wide updates on the following:

- Franjo Road project
- Speed Tables
- Proposed traffic circle on SW 87th Avenue and SW 174th Street
- Council's legislative travel to Tallahassee
- Village parks
- Strategic Plan
- Baycrest Festival

Commander Mari Guerra provided a Police Commander Report for the month of January 2020.

7. VILLAGE ATTORNEY'S REPORT

Attorney Dellagloria provided updates on the following:

- Existing and pending Village-wide litigation
- Memorandum relating to Village laws and procedures
- Outstanding liens
- Bert Harris Act
- Legal bills received from Lehtinen's firm
- Public records request procedures
- Ex-parte communications
- Proposal of amendment to agenda process and procedures

8. VILLAGE CLERK'S REPORT

Village Clerk Arocha provided updates on the following:

- Calendar (public meetings for February 2020)
- Council's legislative travel to Tallahassee for Miami Dade Days
- Passport Acceptance Facility
- Charter Revision Commission Council-Liaison
- Ballot deadlines for 2020 VPB General/Special Election
- Cone of Silence for existing Village-wide bids

9. BOARD AND COMMITTEE REPORTS – The following Minutes were provided for Council's information, in lieu of verbal reports:

A. Charter Revision Commission Meeting (December 3, 2019)
B. Parks & Rec. Committee Meeting (November 21, 2019)
C. Tree Advisory Board Meeting (November 4, 2019)

10. RESOLUTIONS WITH PUBLIC COMMENT

The following members of the public addressed the Village Council during Resolutions with public comment:

- Eric Tullberg (7884 SW 179th Terrace) – spoke in support of items 10C, 10G, 10N, and 10O; however, he urged the Council to consider incorporating much of the work that has been done to the veteran's park.

- Joe Bier (13801 SW 84th Avenue) – reported that a large dumpster is at the dog park and urged the Council to evaluate the dumpsters at all parks; as the Chair to the Neighborhood Protection Committee there has been progress to the work that has been done and urged the Council to extend their meeting dates.

- Gary Pastorella (6940 SW 142nd Terrace) – spoke in support of the extension of the meeting dates for the Neighborhood Protection Committee.

- Beverly Gerald (14271 SW 74th Court) - spoke in support of the extension of the meeting dates for the Neighborhood Protection Committee.

- Chuck Latshaw (8825 SW 154th Terrace) – questioned item 10Q, if sold, the lot, would the developer build?

- Wen Li (7682 SW 169th Street) – reported that she is concerned regarding the procedures with how liens are collected by the Village.

ITEM 4E: CONSENT AGENDA

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; ALLOWING FOR THE USE OF THE VILLAGE LOGO; AND SPONSORING ONE KICKBALL TEAM FOR THE BRYANT MCKINNIE & FRIENDS TOURNAMENT BENEFITING THE CYSTIC FIBROSIS FOUNDATION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 4E was moved by Councilmember Matson. Seconded by Councilmember Fiore.

During Council discussion, Councilmember Matson questioned the total amount of park space and dollar figures for the cost of these type of events, including the cost for staff. She also questioned the percentage of money that goes to the people who the charity is for and asked for the procedures as to how the Village logo is used.

Attorney Dellagloria opined that the Village logo should not be used if it is not a Village sponsored event.

Councilmember Matson ***motioned*** to remove the authorization of the use of the Village logo on the promotional materials for the fundraiser benefiting the Cystic Fibrosis Foundation. The motion was ***seconded*** by Vice Mayor DuBois.

Councilmember Fiore and Councilmember Singer spoke in support of the item as-is without the use of the Village logo.

Vice Mayor DuBois spoke in support of the amendment proffered by Councilmember Matson.

Mayor Cunningham spoke in support of the item without the amendment proffered by Councilmember Matson and urged that she bring back her concerns in a form of an Ordinance in the future.

Mayor Cunningham called the question in support of the motion made by Councilmember Matson. The ***motion failed (2-3);*** Mayor Cunningham, Councilmember Fiore, and Councilmember Singer voting in opposition.

Mayor Cunningham called the question in support of the Resolution. The ***Resolution passed (4-1)***; Councilmember Matson voting in opposition.

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE CHARTER REVISION COMMISSION; APPOINTING MEMBER TIM SCHAFFER TO THE CHARTER REVISION COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from January 6, 2020)*

Item 10A was moved by Councilmember Fiore. Seconded by Councilmember Singer.

Attorney Dellagloria provided a legal explanation on how appointments are made to the Charter Revision Commission pursuant to the Village Charter.

Following Council deliberation on the item, Mayor Cunningham called the question in favor of the Resolution.

The ***Resolution passed (4-1)***; Councilmember Matson voting in opposition.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXTENDING FOR NINETY (90) DAYS THE SUNSET DATE OF THE NEIGHBORHOOD PROTECTION COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Deferral from January 6, 2020)*

Item 10B was moved by Councilmember Singer. Seconded by Councilmember Fiore.

Police Commander Marie Guerra reported that the cost for each police officer to attend each Advisory/Committee meeting was $84.00 per hour.

Following no Council discussion on the item, Mayor Cunningham called the question in favor of the Resolution.

The ***Resolution passed (4-0)***; Vice Mayor DuBois being absent.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO CONTINUE THE EFFORTS TO ACHIEVE A LOWER COMMUNITY RATING SYSTEM PROGRAM (CRS) FOR THE BENEFIT OF THE RESIDENTS OF PALMETTO BAY; REQUESTING THAT THE CONTINUANCE OF THE PROGRAM ACHIEVE THE LOWEST POSSIBLE RATING; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham) (Deferral from January 6, 2020)*

Item 10C was moved by Councilmember Singer. Seconded by Councilmember Fiore.

Community and Economic Development Director, Maria Pineda reported that she has a draft for the CRS to be presented and explained the certification process, including the piggyback contract from an

experienced CRS consultant firm. During her report, she used the Town of Cuter Bay as an example and answered questions raised by the members of the Village Council.

Following no Council deliberation on the item, Mayor Cunningham called the question in favor of the Resolution.

All voted in favor (5-0). The *Resolution passed unanimously.*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE PREPARATION OF THE VILLAGE COUNCIL AGENDA; PROVIDING THAT ANY AGENDA ITEM THAT HAS BEEN CONTINUED TWICE SHALL BE PLACED AS THE FIRST ITEM TO BE HEARD UNDER ITS RESPECTIVE SECTION OF THE AGENDA; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer and Councilmember Marsha Matson) (Deferral from January 6, 2020)*

Item 10D was moved by Councilmember Singer. Seconded by Councilmember Fiore.

Following no Council deliberation on the item, Mayor Cunningham called the question in favor of the Resolution.

All voted in favor (5-0). The *Resolution passed unanimously.*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PARKS AND RECREATION AND COMMUNITY OUTREACH COMMITTEE; APPOINTING MAYOR KARYN CUNNINGHAM AS THE COUNCIL LIAISON TO THE PARKS AND RECREATION AND COMMUNITY OUTREACH COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham) (Deferral from January 6, 2020)*

Item 10E was moved by Councilmember Fiore. Seconded by Councilmember Singer.

Following no Council deliberation on the item, Mayor Cunningham called the question in favor of the Resolution.

All voted in favor (5-0). The *Resolution passed unanimously.*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ADVISORY BOARDS AND COMMITTEES; ESTABLISHING A COMMITTEE FOR THE SELECTION OF THE PERMANENT VILLAGE MANAGER; DIRECTING THE COMMITTEE TO REVIEW THE FINALISTS AND MAKING A RECOMMENDATION TO THE VILLAGE COUNCIL; THE

COMMITTEE SHALL SUNSET IMMEDIATELY FOLLOWING THE RECOMMENDATION MADE TO THE VILLAGE COUNCIL, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham) (Deferral from January 6, 2020)*

Item 10F was moved by Councilmember Singer. Seconded by Councilmember Vice Mayor DuBois.

Following Council discussion, Attorney Dellagloria was directed to bring the item back in Ordinance form to conform with the Village's Code of Ordinances.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE MIAMI-DADE COUNTY TRANSIT ONE-HALF (1/2) CENT SALES TAX FOR TRANSIT; DIRECTING THE VILLAGE ATTORNEY TO FILE A MOTION FOR THE VILLAGE TO INTERVENE AS PLAINTIFF IN THE EXISTING LAWSUIT CHALLENGING THE ILLEGAL DIVERSION OF REVENUE RAISED BY THE VOTER-APPROVED TRANSIT ONE-HALF (1/2) CENT SALES TAX; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, 2019 & January 6, 2020)*

Item 10G was moved by Councilmember Singer. Seconded by Councilmember Fiore.

Councilmember Matson ***motioned*** to cap the amount of money to $5,000. ***The motion failed for a lack of a second.***

Councilmember Singer ***motioned*** that if additional costs other than the attorney's time is needed, that the item needs to come back in front of the Village Council for approval. The motion was ***seconded*** by Vice Mayor DuBois.

Vice Mayor DuBois requested to be listed as a co-sponsor on the Resolution. Councilmember Singer accepted the co-sponsorship.

All voted in favor of the motion made by Councilmember Singer (5-0).

All voted in favor of the amended Resolution (5-0). The amended Resolution passed unanimously.

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, WITH ATTACHMENT(S), SUPPORTING _____ CONCEPT OF THE BETTER BUS PROJECT REDESIGN OF COUNTY BUS NETWORK; AND

PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham) (Deferral from December 2, 2019 & January 6, 2020)*

Item 10H was moved by Councilmember Fiore. Seconded by Councilmember Singer.

Vice Mayor DuBois ***motioned*** for ridership concept of the better bus project design of the county bus network. The motion was ***seconded*** by Councilmember Singer. All ***voted in favor of the motion (4-0);*** Councilmember Fiore being absent.

The amended Resolution passed (3-1); Councilmember Matson voting in opposition and Councilmember Fiore being absent.

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE STORMWATER MASTER PLAN; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC., TO UPDATE THE VILLAGE'S STORMWATER MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $84,500; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration) (Deferral from October 7, November 4, December 2, 2019 & January 6, 2020)*

Item 10I was moved by Councilmember Singer. Seconded by Vice Mayor DuBois.

Following Council discussion, Manager Truitt ***withdrew the Resolution*** and reported that Administration would reach out to the pool of firms listed on the professional services contract in order to request two additional proposals. He reported that he would bring the proposals to the Council for consideration and approval. ***No objections from the Council were received.***

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE PROPOSED MASTER PLAN COMPONENTS FOR LUDOVICI PARK ON AN ITEM BY ITEM BASIS FROM RECOMMENDATIONS LISTED HEREIN; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration) (Deferral from October 7, November 4, December 2, 2019 & January 6, 2020)*

Item 10J was moved by Councilmember Singer. Seconded by Councilmember Fiore.

Parks & Recreation Director, Fanny Carmona reported that following a series of public meetings and the offering of input by the Village of

Palmetto Bay citizenry regarding the proposed revisions to the existing Ludovici Park Master Plan, a summary identifying recommendations was compiled for subsequent reviews and approvals.

During Council deliberation, the following recommendations were approved or denied for inclusion for the Ludovici Park Master Plan, considered by the Village Council on an independent, item-by-item basis:

a. Add ADA bathroom on the second floor ***(passed)***
b. Fix elevator ***(passed)***
c. Add reading benches and lights under tree canopy ***(failed)***
d. Community chalk board ***(failed)***
e. Life size Chess ***(failed)***
f. Planter wall barrier on north property line ***(passed)***
g. Plaza ***(failed)***
h. Educational walking path ***(failed)***
i. Lookout tower ***(failed)***
j. Illuminated crosswalk ***(failed)***
k. Chain link fence in the back of the property ***(passed)***

All voted in favor (5-0) of the amended-Resolution. ***The amended-Resolution passed unanimously.***

K. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE PROPOSED MASTER PLAN COMPONENTS FOR PERRINE WAYSIDE "DOG PARK" ON AN ITEM BY ITEM BASIS FROM RECOMMENDATIONS LISTED HEREIN; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration) (Deferral from November 4, December 2, 2019 & January 6, 2020)*

Item 10K was moved by Councilmember Fiore. Seconded by Vice Mayor DuBois.

Parks & Recreation Director, Fanny Carmona reported that following a series of public meetings and the offering of input by the Village of Palmetto Bay citizenry regarding the proposed revisions to the existing Perrine Wayside "Dog park" Master Plan, a summary identifying recommendations was compiled for subsequent reviews and approvals.

During Council deliberation, the following recommendations were approved or denied for inclusion for the dog park, considered by the Village Council on an independent, item-by-item basis:

a. Expanded/enclosed small dog area ***(eliminated)***
b. Relocation of parking lot off of US1 ***(failed)***

c. One-way street/parking on the east side of property ***(failed)***
d. Seating area/re-contoured slope ***(passed)***
e. ADA bathroom ***(passed)***
f. Dog grooming facility ***(failed)***
g. Concessions building ***(failed)***
h. New walking path ***(eliminated)***
i. Gazebo at waters edge ***(failed)***
j. Agility courses ***(eliminated)***
k. Cypress trees in water ***(eliminated)***

All voted in favor (5-0) of the amended-Resolution. ***The amended-Resolution passed unanimously.***

Vice Mayor DuBois exited the meeting at approximately 11:02 p.m.

L. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO FORM A TRAFFIC TASK FORCE TO STUDY AND MAKE RECOMMENDATIONS TO RELIEVE TRAFFIC CONGESTION AND TRAFFIC PATTERNS IN THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from December 2, 2019 & January 6, 2020)*

Item 10L was moved by Councilmember Singer. Seconded by Councilmember Fiore.

Following Council deliberation on the item, the ***Resolution failed (1-3)***; Mayor Cunningham and Councilmember(s) Fiore and Matson voting in opposition. Vice Mayor DuBois being absent during the vote.

At approximately 10:59 p.m., Councilmember Matson ***motioned*** to extend the meeting until 11:30 p.m. The motion was ***seconded*** by Councilmember Fiore. ***The motion passed (3-1)***; Councilmember Singer voting in opposition. Vice Mayor DuBois being absent.

M. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL EVENTS; APPROVING THE ANNUAL "PALMETTO BAY INDEPENDENCE DAY CELEBRATION" ON JULY 4TH, 2020; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE AND EXPEND UP TO $42,500 NET FUNDING FOR EXPENSES RELATED TO THE ANNUAL EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration) (Deferral from December 2, 2019 & January 6, 2020)*

Item 10M was moved by Councilmember Fiore. Seconded by Councilmember Singer.

Following no Council objections to the Resolution, Mayor Cunningham called the question in favor of the Resolution.

All voted in favor (4-0); Vice Mayor DuBois being absent. The *Resolution passed.*

Councilmember Matson ***motioned*** to hear item 12A out of order. The motion was ***seconded*** by Councilmember Fiore. **All voted in favor (4-0); Vice Mayor DuBois being absent.**

AGENDA ITEM 12A (OUT OF ORDER): ORDINANCES FOR SECOND READING AND PUBLIC HEARING

Public hearing:

- Eric Tullberg (7884 SW 179th Terrace) – spoke in support of item 12A.

12A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE OF PALMETTO BAY'S CODE OF ORDINANCES ENTITLED "ENVIRONMENT", BY ADDING SECTION 15-2 STYLED "BIRD REFUGE"; ESTABLISHING THE VILLAGE AS A BIRD REFUGE; PROVIDING FOR DEFINITIONS, PROVIDING FOR PENALTIES, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer and Co-Sponsored by Councilmember Marsha Matson)*

Item 12A was moved by Councilmember Matson. Seconded by Councilmember Fiore.

Attorney Dellagloria corrected the record to indicate that line 31 of page 2 of the Ordinance was to read $1,000 for each and every offence; not $100 as presented. He reported that the typo would be corrected. No objections from the Council was received.

Councilmember Singer ***motioned*** to amend page 2 of the Ordinance on Second Reading as follows (additions shown by an underline and deletions shown by ~~strikethrough~~):

- Line 13: any person remove or ~~possess~~ molest the nest;
- Line 26: video copies of all ~~documentation~~ permits

The motion was ***seconded*** by Councilmember Fiore.

All the members of the Council spoke in support of the amendments proffered by Councilmember Singer. ***All voted in favor of motion (4-0)***; Vice Mayor DuBois being absent.

Mayor Cunningham called the question in favor of the amended-Ordinance on Second Reading via a roll-call vote:

Councilmember Singer	-	YES
Councilmember Matson	-	YES
Mayor Cunningham	-	YES
Councilmember Fiore	-	YES

The amended-Ordinance on Second Reading passed (4-0); Vice Mayor DuBois being absent.

Councilmember Singer ***motioned*** to hear Ordinances for First Reading out of order. The motion was ***seconded*** by Councilmember Fiore. **All voted in favor (4-0);** Vice Mayor DuBois being absent.

AGENDA ITEM 13A (OUT OF ORDER): ORDINANCES FOR FIRST READING AND PUBLIC COMMENT

13A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO FUND BALANCE POLICY; IDENTIFYING THE FUND BALANCE LEVEL TO ENSURE UNINTERUPTED OPERATIONS FOR THE VILLAGE GOVERNMENT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (*Sponsored by Administration*) *(Deferral from December 2, 2019 & January 6, 2020)*

Item 13A was moved by Councilmember Matson. Seconded by Councilmember Fiore.

Finance Director, Desmond Chin reported that the Village had a formal study performed by the Government Finance Officers Association to identify the Villages fund balance needs based upon the Villages particular risks. He also reported that the proposed Fund Balance Policy established a benchmark that maintains operations and covers emergencies should the occasion arise. He answered questions raised by the Council on the item.

Following no objections to the Ordinance by the Council, Mayor Cunningham called the question in favor of the Ordinance on First Reading via a roll-call vote:

Councilmember Singer	-	YES
Councilmember Fiore	-	YES
Councilmember Matson	-	YES
Mayor Cunningham	-	YES

The Ordinance on First Reading passed (4-0); Vice Mayor DuBois being absent.

Councilmember Matson ***motioned*** to hear item 11A out of order. The motion was ***seconded*** by Councilmember Fiore. **All voted in favor (4-0);** Vice Mayor DuBois being absent.

AGENDA ITEM 11A (OUT OF ORDER): RESOLUTION REQUIRING A PUBLIC HEARING

11A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA,ESTABLISHING "ZONING-IN-PROGRESS" FOR THE FOLLOWING: THE DOWNTOWN URBAN VILLAGE (DUV) ZONING DISTRICT; PROVIDING FOR A NEW DOWNTOWN ZONING CODE MAP AS PER ATTACHMENT "A"; PROVIDING FOR MAXIMUM RESIDENTIAL DENSITY OF FIFTY-FOUR (54) RESIDENTIAL UNITS PER GROSS ACRE FOR THE DOWNTOWN GENERAL (DG1) SECTOR; FORTY-THREE (43) RESIDENTIAL UNITS PER GROSS ACRE FOR THE DOWNTOWN GENERAL TWO (DG2) SECTOR; THIRTY-TWO (32) RESIDENTIAL UNITS PER GROSS ACRE FOR THE DOWNTOWN VILLAGE (DV) SECTOR; AND TWENTY FOUR (24) RESIDENTIAL UNITS PER GROSS ACRE FOR THE NEIGHBORHOOD VILLAGE (NV) SECTOR AND THE URBAN VILLAGE (UV) SECTOR; PROVIDING FOR MAXIMUM BUILDING HEIGHT OF FIVE (5) STORIES FOR "RESIDENTIAL-ONLY" BUILDINGS, SEVEN (7) STORIES FOR "MIXED-USE" BUILDINGS AND (8) STORIES FOR "ALL-COMMERCIAL" BUILDINGS IN THE DOWNTOWN GENERAL (DG1) SECTOR; FIVE (5) STORIES FOR THE DOWNTOWN GENERAL TWO (DG2) SECTOR, FOUR (4) STORIES FOR "RESIDENTIAL-ONLY" BUILDINGS AND FIVE (5) STORIES IF "MIXED-USE" FOR THE DOWNTOWN VILLAGE (DV) SECTOR; THREE (3) STORIES FOR THE NEIGHBORHOOD VILLAGE (NV) AND THE URBAN VILLAGE (UV) SECTORS; AMENDING THE SECTOR BOUNDARIES IN THE DUV TO CHANGE FROM DUV TO SINGLE FAMILY RESIDENTIAL DISTRICT (R-1), FOR THE SOUTH EASTERN PORTION OF THE (DUV) PERIMETER FROM SW 97TH AVENUE TO SW 95TH COURT WEST TO EAST DIRECTION, AND SW 181ST STREET TO SW 184TH STREET FOR THE NORTH TO SOUTH DIRECTION; PROVIDING FOR AMENDING THE (DUV) PARKING REQUIREMENTS AS PER ATTACHMENT "B"; AND PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 11A was moved by Councilmember Matson. Seconded by Councilmember Fiore.

At approximately 11:30 p.m., Councilmember Matson ***motioned*** to extend the meeting to midnight. The motion was ***seconded*** by Councilmember Fiore. ***The motion passed (3-1)***; Councilmember Singer voting in opposition and Vice Mayor DuBois being absent.

Community and Economic Development Director, Maria Pineda provided a report on item 11A and reported that the zoning-in-progress Resolution shall be for a period not to exceed the first regularly scheduled Village Council meeting 120-days from the effective date of the Resolution. She answered questions raised by the Council on the matter.

Councilmember Matson ***motioned*** to substitute table 7 for attachment B as the parking description. Mayor Cunningham ***seconded*** the motion. ***The motion failed (2-2)***; Councilmember(s) Fiore and Singer voting in opposition and Vice Mayor DuBois being absent.

Attorney Dellagloria opined that it was in the best interest of the Village that line items 10, 11, 12, 13, 14, and 15 of page 3 be removed from the Resolution, including lines 17, 18, 19, 20, and 21 from the caption.

No objections from the Council was received.

Councilmember Matson ***motioned*** that the Resolution be amended to include the recommendation proffered by the Village Attorney. The motion was ***seconded*** by Councilmember Fiore***. All voted in favor (4-0)***; Vice Mayor DuBois being absent.

Following Council debate, Councilmember Singer exited the meeting at approximately 11:45 p.m.

Attorney Dellagloria opined that although two members of the Village Council were not present, that the Council may move forward with voting on the amended Resolution.

Mayor Cunningham called the question in favor of the amended-Resolution via a roll-call vote:

Councilmember Fiore	-	YES
Councilmember Matson	-	YES
Mayor Cunningham	-	YES

The amended-Resolution passed (3-0); Councilmember Singer and Vice Mayor DuBois being absent.

Councilmember Matson ***motioned*** to hear item 13C out of order. The motion was ***seconded*** by Councilmember Fiore. **All voted in favor (3-0);** Councilmember Singer and Vice Mayor DuBois being absent.

AGENDA ITEM 13C (OUT OF ORDER): ORDINANCES FOR FIRST READING WITH PUBLIC COMMENT

13C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PRIVATE DEVELOPMENT PROJECTS; AMENDING SECTION 30-30.2(D) OF THE VILLAGE'S ZONING CODE BY ESTABLISHING THAT ALL NEW APPLICATIONS FOR DEVELOPMENT SHALL ONLY BE ACCEPTED BETWEEN APRIL 15TH AND NOVEMBER 30TH OF EACH YEAR; REQUIRING THAT A POTENTIAL DEVELOPER MAKES A PRESENTATION AT A MEETING BEFORE THE GENERAL PUBLIC REGARDING A PROPOSED DEVELOPMENT PROJECT FOR THE PURPOSE OF DISCUSSING THE PROJECT PARAMETERS AND CHARACTERISTICS AND TO RESPOND TO QUESTIONS AND INQUIRIES FROM THE RESIDENTS; PROVIDING THAT A MEETING SHALL BE HELD AT LEAST TWO WEEKS PRIOR TO COUNCIL DELIBERATIONS ON A PROPOSED PROJECT; PROVIDING THAT ALL RELEVANT QUESTIONS BY RESIDENTS MAY BE ASKED AT THE MEETING; PROVIDING FOR FACILITATION OF THE MEETING BY THE VILLAGE PUBLIC INFORMATION OFFICER; REQUIRING ANSWERS TO BE GIVEN BY STAFF AND THE DEVELOPER RELEVANT TO THE PROPOSED PROJECT; REQUIRING AT LEAST 7-DAYS PUBLIC NOTICE FOR THE MEETING; REQUIRING THAT A MEETING TAKES PLACE ON THE EVENING OF A REGULAR SEMESTER SCHOOL DAY OF THE MIAMI-DADE PUBLIC SCHOOLS; REPEALING RESOLUTION 2018-14; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 13C was moved by Councilmember Matson. Seconded by Councilmember Fiore.

Public comment:

- Eric Tullberg (7884 SW 179th Terrace) – spoke in opposition to item 13C.

- Graham Penn (200 S. Biscayne Blvd) – spoke in opposition to item 13C.

Councilmember Matson ***motioned*** to extend the meeting to 12:05 a.m. The motion was ***seconded*** by Councilmember Fiore. ***All voted in favor (3-0)***; Councilmember Singer and Vice Mayor DuBois being absent.

Planning and Zoning Director, Mark Alvarez provided a report on the proposed Ordinance on First Reading and explained the purpose and intent. He answered questions raised by the Council on the matter.

Following Council discussion, Councilmember Matson ***motioned*** that for applications for development after the effective date of the Ordinance shall only be accepted by the Village between April 15 and November 30 of each year, except for residential projects of five units or less, and any commercial projects of 15,000 square feet or less. The motion was ***seconded*** by Mayor Cunningham. ***The motion passed (2-1)***; Councilmember Fiore voting in opposition.

Mayor Cunningham called the question in favor of the amended-Ordinance via a roll-call vote:

Mayor Cunningham	-	YES
Councilmember Matson	-	YES
Councilmember Fiore	-	NO

The amended-Ordinance on First Reading passed (2-1); Councilmember Singer and Vice Mayor DuBois being absent.

Councilmember Fiore ***motioned*** to adjourn the meeting at approximately 12:05 a.m. The motion was ***seconded*** by Councilmember Matson. ***All voted in favor (3-0)***; Councilmember Singer and Vice Mayor DuBois voting being absent.

The following agenda items were deferred to the Regular Council Meeting of March 2, 2020:

N. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING ADMINISTRATION TO APPROACH MIAMI-DADE COUNTY TO COMPLETE THE BICYCLE NETWORK IN THE COMMUNITY; BRING BACK OPTIONS ON DESIGN AND FUNDING NO LATER THAN 90-DAYS FROM APPROVAL WITH OPTIONS ON HOW TO IMPLEMENT SAID BICYCLE NETWORK; NETWORK SHALL CONSIST OF EAST-WEST CONNECTIVITY ON SW 152ND STREET, SW 168TH STREET, SW 184TH STREET AND NORTH-SOUTH CONNECTIVITY ON SW 77TH AVENUE AND SW 87TH AVENUE; AUTHORIZING THE VILLAGE MANAGER TO BEGIN A DIALOGUE WITH MIAMI-DADE COUNTY, PROVIDE COST ESTIMATES TO THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, 2019 & January 6, 2020)*

Deferred to the Regular Council Meeting of March 2, 2020.

O. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING VILLAGE PARK FACILITIES; DIRECTING THE MANAGER TO RECOMMEND TO THE VILLAGE COUNCIL AN ARCHITECT WITH AN ASSOCIATED

PROPOSED CONCEPT FOR DRAWING CONSTRUCTION PLANS TO REPLACE THE CORAL REEF PARK RECREATION BUILDING; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, 2019 & January 6, 2020)*

Deferred to the Regular Council Meeting of March 2, 2020.

P. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE VILLAGE VETERANS' PARK; DIRECTING THE MANAGER TO RECOMMEND TO THE VILLAGE COUNCIL AN APPROPRIATE DESIGN PROFESSIONAL (ARCHITECT, PARK PLANNER, OR OTHER APPROPRIATE PROFESSIONAL) WITH AN ASSOCIATED PROPOSED CONCEPT FOR DRAWING DESIGN AND/OR CONSTRUCTION PLANS FOR THE VILLAGE VETERANS' PARK; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, 2019 & January 6, 2020)*

Deferred to the Regular Council Meeting of March 2, 2020.

Q. *(Alternate A)*
A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO A COMMUNITY CENTER ON VILLAGE-OWNED PROPERTY; DIRECTING THE MANAGER TO PREPARE A RECOMMENDED PLAN FOR THE DEVELOPMENT OF A COMMUNITY CENTER ON THE PROPERTY OWNED BY THE VILLAGE (FORMER SCHOOL SITE) IN THE DOWNTOWN URBAN VILLAGE (DUV) ZONING DISTRICT (EAST OF AND NEAR VILLAGE HALL); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, 2019 & January 6, 2020)*

Deferred to the Regular Council Meeting of March 2, 2020.

(Alternate B)
A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SALE OF VILLAGE-OWNED PROPERTY; DIRECTING THE MANAGER TO DEVELOP A RECOMMENDED PLAN FOR THE SALE OF THE PROPERTY OWNED BY THE VILLAGE (FORMER SCHOOL SITE) IN THE DOWNTOWN URBAN VILLAGE (DUV) ZONING DISTRICT (EAST OF AND CLOSE TO VILLAGE HALL); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer) (Deferral from September 9, September 23, October 7, November 4, December 2, 2019 & January 6, 2020)*

Deferred to the Regular Council Meeting of March 2, 2020.

13. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENT

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CAPITAL ASSET FUNDING POLICY; IDENTIFYING FUNDING FOR CAPITAL ASSETS/PROJECTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (*Sponsored by Administration*) *(Deferral from December 2, 2019 & January 6, 2020)*

Deferred to the Regular Council Meeting of March 2, 2020.

14. OTHER BUSINESS: None.

15. COUNCIL COMMENTS: None.

16. NEXT MEETING AND ADJOURNMENT

Councilmember Fiore ***motioned*** to adjourn the meeting at approximately 12:05 a.m. The motion was ***seconded*** by Councilmember Matson. ***All voted in favor (3-0)***; Councilmember Singer and Vice Mayor DuBois voting being absent.

The minutes were approved by the Village Council on this ____ day of March 2020.

Approved by: _____
Karyn Cunningham
Mayor

Attest: _____
Missy Arocha
Village Clerk

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF $14,151.93 FOR PERIOD ENDING DECEMBER 31, 2019; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village Council of the Village of Palmetto Bay engaged the law firm of Lehtinen Schultz Riedi Catalano Fuente, PLLC to provide Village Attorney legal services for the Village; and

WHEREAS, Lehtinen Schultz Riedi Catalano Fuente, PLLC, submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending December 31, 2019, in the amount of $14,151.93; and

WHEREAS, the amounts are reasonable and were necessarily incurred.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Approval. The statements for attorneys' fees and costs received from Lehtinen Schultz Riedi Catalano Fuente, PLLC, in the total amount of $14,151.93, copies of which are attached, are approved for payment.

Section 3. Effective Date. This Resolution shall take effect immediately upon approval.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ___

Council Member David Singer ___

Council Member Marsha Matson ___

Vice-Mayor John DuBois ___

Mayor Karyn Cunningham ___

Lehtinen Schultz PLLC
1111 Brickell Avenue, Suite 2200
Miami, FL 33131
Phone: 305.760.8544

INVOICE

Invoice # 3568
Date: 02/03/2020
Due On: 03/04/2020

Village of Palmetto Bay
Attn. Edward Silva, Village Manager
9705 East Hibiscus Street
Palmetto Bay, FL 33157

26401.013

Village of Palmetto Bay: Litigation

Services

Type	Date	Attorney	Description	Quantity	Rate	Total
Legal Svc	12/02/2019	cr	Review Reply in support of motion; draft motion to strike reply; review court order granting amendment; confer with AH and DWL concerning amendment.	2.60	$220.00	$572.00
Legal Svc	12/02/2019	AH	Research re: no vested rights in comprehensive plan, amendments to comp plan, review amended petition and Mellgren report, review reply and motion to strike, conv. re: strategy on amendments, corr. re: stipulation, prep for M. Alvarez depo	3.00	$220.00	$660.00
Legal Svc	12/02/2019	DL	Discussion with CR and AH re: amendment and research/preparation re: issues for deposition Luxcom comp plan Challenge	1.70	$220.00	$374.00
Legal Svc	12/03/2019	AH	Prep and attend depo prep for M Alvarez	6.00	$220.00	$1,320.00
Legal Svc	12/04/2019	cr	Trial Prep; draft questions for expert witness Mellgren; exhibit and depo prep.	7.50	$220.00	$1,650.00
Legal Svc	12/04/2019	AH	Conv. re: response to petition, Mellgren depo and response to RFP	0.40	$220.00	$88.00
Legal Svc	12/04/2019	DL	Preparation/review of deposition and trial questions; research issues on comp plans (Luxcom comp plan challenge)	1.90	$220.00	$418.00
Legal Svc	12/05/2019	cr	Depo prep; drive to Ft.Lauderdale for deposition of Expert Mellgren; take deposition of expret; confer with DWL/Amanda concerning continued deposition of Mellgren; Review Comp Plan for Parkland and Mellgren Staff Report for Parkland Comp Plan Amendment, for impeachment.	7.00	$220.00	$1,540.00
Legal Svc	12/05/2019	AH	Review other Mellgren amendments re:	4.50	$220.00	$990.00

			impeachment, joint motion for extension on prehearing stip, check docket and corr. re: order to show cause, draft prehearing stip, conv, with Soria re: telephonic appearance, produce complete public hearing transcript, research re: 163.3184 evidence re: Mellgren depo, conv. with CR and DWL re: Mellgren depo			
Legal Svc	12/05/2019	DL	Attend Palmetto Bay deposition of Luxcom expert witness Mellgren in Ft Lauderdale; discussions with CR and AH re questions and tactics; review Palmetto Bay documents re comp plan (Luxcom) -- 6.4 hours	6.40	$220.00	$1,408.00
Legal Svc	12/06/2019	AH	Conv. with opposing counsel, meeting with Alvarez re: depo prep, corr. re: motion for cert extension	1.70	$220.00	$374.00
Legal Svc	12/09/2019	cr	Review Third District filing; review DOAH Filings; email to Mayor; email to council members with dismissal Indigo; confer with AH concerning extensions; hearing preparation.	1.70	$220.00	$374.00
Legal Svc	12/09/2019	AH	Corr. re: document production, motion for extension re: cert, conv. with DWL and CR re: DOAH hearing extension and conv. with M. Alvarez re: same	1.00	$220.00	$220.00
Legal Svc	12/10/2019	cr	Draft response in opposition to motion to continue final hearing; hearing preparation; supervise reproduction of trial exhibits; confer with co-counsel concerning continuance of final hearing.	2.30	$220.00	$506.00
Legal Svc	12/10/2019	AH	Review and corr. re: resp to request for DOAH extension, draft NOtice re: cert extension and no objection, draft and file notice of 3rd DCA answer extension	0.80	$220.00	$176.00
Legal Svc	12/11/2019	cr	Luxcom Litigation: Review 3d DCA Appellate Brief and case law cited; hearing preparation, review and prepare hearing exhibits.	4.70	$220.00	$1,034.00
Legal Svc	12/11/2019	AH	Review continuance order, 3rd DCA appeal, corr. with experts re: continuance of DOAH hearing	0.40	$220.00	$88.00
Legal Svc	12/16/2019	cr	Pull legal authorities cited in Appellate Brief of Luxcom; review caselaw and research statutes and case law interpreting them.	2.40	$220.00	$528.00
Legal Svc	12/17/2019	cr	Continue review of case law cited in initial brief of Luxcom; analysis and research in preparation for appellate response.	1.10	$220.00	$242.00
Legal Svc	12/18/2019	AH	Corr. re: depositions and prehearing stipulation with opposing counsel	0.20	$220.00	$44.00
Legal Svc	12/20/2019	cr	Emails to/from Village Attorney Dellagloria concerning takings case for canal banks; telephone call to DWL concerning same; review	0.30	$220.00	$66.00

			drafted Complaint and August emails exchange concerning this matter.			
Legal Svc	12/20/2019	AH	Corr. with opposing counsel re: depos	0.10	$220.00	$22.00
					Services Subtotal	**$12,694.00**

Expenses

Type	Date	Attorney	Description	Quantity	Rate	Total
Expense	12/11/2019	DL	Veritext, LLC - Court Reporter Invoice FLA4005113; for Transcript of 4/22/19 Town Council Zoning Meeting (Luxcom v. DOAH Litigation)	1.00	$332.90	$332.90
Expense	12/12/2019	DL	Court Reporter - Transcript of Michele Mellgren Deposition on 12/5/19 Veritext Inv. FLA4084626	1.00	$1,125.03	$1,125.03
					Expenses Subtotal	**$1,457.93**

Time Keeper	Quantity	Rate	Total
Amanda Hand	18.1	$220.00	$3,982.00
Dexter Lehtinen	10.0	$220.00	$2,200.00
Claudio Riedi	29.6	$220.00	$6,512.00
		Subtotal	**$14,151.93**
		Total	**$14,151.93**

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING RESOLUTION 2019-147 REGARDING SPECIAL COUNSEL TO THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer and Co-Sponsored by Councilmember Marsha Matson)*

WHEREAS, on November 4, 2019, the Village Council adopted Resolution No. 2019-147, which designated two law firms to provide special legal counsel to the Village; and

WHEREAS, in the first "Whereas" clause, there is an inconsistency with the written words and the verbatim minutes of the meeting; and

WHEREAS, the Council wishes to correct the Resolution to accurately reflect the discussion agreed to by the Village Council.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The first Whereas shall read as follows: "Whereas, with the departure of the Village's existing Village Attorney, Dexter Lehtinen from the firm of Lehtinen Schultz Riedi Catalano Fuente, PLLC, it is urgent that the Village continue to contract with the firm with the intent of having them remain handling all other outside legal work in responding to the Luxcom DOA Case No. 19-4612GM, the other being John Quick from the firm of Weiss Serota Helfman Cole & Bierman, PL who ~~shall~~ **may** be assigned to handle the remaining existing litigation and other outside legal work on behalf of the Village; and "

Section 2. Whereas, special counsel may be used by the Village Attorney for outside legal work without specific approval from the Village Council if it does not exceed the litigation budget or applicable litigation reserves; and

Section 3. Whereas, the intent is that the Village Attorney contract will have a provision to either use Special Counsel exclusively or go to the Village Council for approval in order to use firms not designated as Special Counsel.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

ITEM 4C

To: Honorable Mayor and Village Council

Date: March 2, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Seafood Festival In-Kind Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO IN-KIND SERVICES; AUTHORIZING THE INTERIM VILLAGE MANAGER TO PROVIDE IN-KIND SERVICES TO THE DEERING ESTATE FOR THE ANNUAL SEAFOOD FESTIVAL EVENT ON MARCH 29, 2020; APPROVING THE USE OF THE I-BUS FOR AN ANTICIPATED COST OF $1,650 AND OFF-DUTY POLICE SERVICES FOR AN ANTICIPATED COST OF $9,000.37; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John Dubois)*

BACKGROUND AND ANALYSIS:

Miami-Dade County Deering Estate at Cutler has requested in-kind services for the use of two (2) Palmetto Bay Buses from the Village of Palmetto Bay Department of Public Services, Division of Transit Operations for their March 29, 2020 Annual Seafood Festival event. As has been tradition, the Deering Estate Foundation is looking for the Village to partnership with in-kind support in helping to provide transportation to and from the overflow parking lots via the I-buses.

Due to the size and nature of this event the use of two (2) Palmetto Bay Buses with drivers to shuttle guest from the Palmetto Bay Village Center and Westminster Christian to the Deering Estate Visitor Center Parking lot are being requested. The buses will be needed from 9:00am until 7:00pm.

The in-kind services for use of two (2) Palmetto Bay Buses including drivers to shuttle guest from the Palmetto Bay Village Center and Westminster Christian to the Deering Estate Visitor Center Parking lot shall not exceed $1,650.00 including fuel.

Due to the size and nature of this event police off-duty services are being requested for the safety of the guests in an amount not to exceed $9,000.37. The police off-duty

services to include one (1) Sargent and nine (9) off-duty police officers, from 8:00am to 8:00pm, shall not exceed $9,000.37.

FISCAL/BUDGETARY IMPACT:
Funding is available under "General Government Operating" Fiscal Year 2019-2020, with a budgeted amount of $75,000 and a current balance of $41,750.

ATTACHMENTS (1):
(1) Exhibit A –Off Duty Invoice

RESOLUTION NO. 2020-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO IN-KIND SERVICES; AUTHORIZING THE INTERIM VILLAGE MANAGER TO PROVIDE IN-KIND SERVICES TO THE DEERING ESTATE FOR THE ANNUAL SEAFOOD FESTIVAL EVENT ON MARCH 29, 2020; APPROVING THE USE OF THE I-BUS FOR AN ANTICIPATED COST OF $1,650 AND OFF-DUTY POLICE SERVICES FOR AN ANTICIPATED COST OF $9,000.37; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John Dubois)*

WHEREAS, Miami-Dade County Deering Estate at Cutler will be hosting the Annual Seafood Festival on March 29, 2020 and the organization has requested in-kind services from the Village primarily for the use of Village buses and off-duty police services for the use of two buses to facilitate the transfer of attendees; and

WHEREAS, in consideration of the size and popularity of the annual event, the organization has requested two buses from the Village, along with two drivers to facilitate the transfer of attendees from the Palmetto Bay Village Center and Westminster Christian to the Deering Estate Visitor Center Parking lot; and,

WHEREAS, use of the buses will be from 9:00 am until 7:00 pm and the cost for the fuel and staff time is expected to be no greater than $1,650; and,

WHEREAS, in addition, the organization is requesting assistance in the form of off-duty police services to ensure the safety of guests and patrons to include one (1) Sergeant and nine (9) police officers, from 8:00 am to 8:00 pm, at a cost not to exceed $9,000.37; and,

WHEREAS, the Village is supportive of the Deering Estate and the Annual Seafood Festival and has provided in-kind services in the past for the popular event.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Interim Village Manager is authorized to provide in-kind services to the Deering Estate's Annual Seafood Festival event on March 29, 2020.

Section 2. In-kind services in the form of two (2) buses and two (2) drivers are hereby approved at a cost to the Village not to exceed $1,650 and furthermore, in-kind services in the form of off-duty police services are approved for one (1) Sergeant and nine (9) police officers at a cost to the Village not to exceed $9,000.37.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 2nd day of March, 2020.

Attest:

Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

John Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

The Deering Estate Foundation, Inc
16701 SW 72 Avenue
Miami, FL 33157 US
(305) 235-1668
bbarnes@DeeringEstate.org
www.deeringestate.org

BILL TO
Village of Palmetto Bay
Att : Fanny Carmona, CPRP
9705 E Hibiscus St
Palmetto Bay, FL 33157

INVOICE 11736

DATE 04/30/2019 **TERMS** Due on receipt

DUE DATE 05/01/2019

ACTIVITY	AMOUNT
5825 Sponsorships Deering Estate Seafood Festival Police Services and Administration	9,000.37
PAYMENT	9,000.37
TOTAL DUE	**$0.00**

PAID

The Deering Estate Foundation is a charitable community-based 501(c) 3 Florida Corporation dedicated to preserving, protecting and enhancing the Deering Estate at Cutler for this and future generations. FEI# 65-0121026

MINUTES OF THE CHARTER REVISION COMMITTEE
January 14, 2020 – 6:42 PM
9705 E. Hibiscus Street
Palmetto Bay, Fl

1. Call to Order: The meeting was called to order at approximately 6:42 pm.

   The following members of the Charter Review Commission were present:
   David Zisman
   Mitchell Mandler
   Shelley Stancyzk
   Marc Levy
   Vice Mayor John DuBois (serving as the non-voting Commission member)
   Tim Schaffer

   The following staff members were present:
   John Dellagloria, Village Attorney
   Acting Village Manager Gregg Truitt

   Also present:
   Mayor Karyn Cunningham
   Council Member Marsha Matson
   Brett Rothfield, resident
   Joyce McGee, resident

2. The Acting Village Manager confirmed that there was a quorum present.

3. Public Comments, including comments from the Village Council, Village Manager, or staff:

   a. There was discussion about proper appointment of Tim Schaffer and whether his appointment was approved by Village Council and whether it has been submitted properly. Ultimately, it was determined that Mr. Schaffer would sit as a member of the committee.

   b. John DuBois said he will be stepping down as Village Council member because he is running for County Commission. He also said he will not be serving on this committee for the same reason. Discussion on who would replace him.

   c. Mayor Karyn Cunningham welcomed the group and left shortly after start of meeting to attend an education meeting next door.

4. Approval of Meeting Minutes: The minutes of the meeting of December 3, 2019 meeting were approved. Marc Levy moved to approve minutes, Shelly Stancyzk seconds. Minutes were approved.

5. Old Business: None to report.

6. Discussion of Agenda Items:

   a. Brett Rothfield and Joyce McGee spoke about their desire to amend the Charter, specifically section 10.1 which presently requires four fifths vote of the village council and a 75% approval of the electors living within a 2000-foot radius of the applicant school property. They gave a history of what led up to the current section 10.1 and the difficulties of getting 75% of the neighborhood vote. They wanted the amendment to require a 50% plus one vote of residents to approve. Discussion on past votes on this issue. John Dubois suggested that it would be better to lower the approval percentage to 60 or 65%. Mandler suggested 60%. Stancyzk suggested 65% and especially because this was a citizen's initiative issue and would be fairer to the electorate.

   b. After discussion of item (a) above, the Commission agreed unanimously that this was an issue that we will consider as part of our recommendations to the Village Council.

   c. Shelly Stancyzk left the meeting at 7:05 pm and returned at 7:15pm.

   d. Tim Schaffer spoke on what he would like to see addressed by the Commission: (1) a new amendment focusing on existing Neighborhood Protection Amendment and specifically the repeal and replacement of section 10.2 of the current Charter and (2) an amendment that creates an oversight committee to look for violations of local, state and federal laws made up of at least 3 people who are not residents of Palmetto Bay. Marsh Matson pointed out that we have a citizens group meeting of neighborhood protection that meets.

   e. Dave Zisman said that David Singer and Patrick Fiore were invited to speak at tonight's meeting but were unable to attend. He will try to get them both to appear at the next meeting.

   f. At this point, every member of the Commission was asked to read aloud different sections of the Charter to see if there was a need for discussion. Marc Levy brought up the questions of why, at council meetings, the public goes first for discussion, then the council discusses, and the public can't speak after that. John Dubois said there is a second reading, but Mark said that the second reading is on a different date. John

said that discussion is sometimes re-opened when appropriate. Discussion that maybe we can add that the council may open additional open for public comments after discussion by council where they think there's been a substantial change in circumstances that would justify additional discussion. Shelly said that reports on the dais are transmitted to council but should be made public at the time of the agenda or a day before.

g. Other discussion that the manager and attorney reports should be posted on the village website when transmitted to council or made available thru request from village manager.

h. Marsh Matson talked about annexation issue. That we can only vote to start the annexation process. We are talking about legislation that would be within the purview of article 6 of the municipal code. Marsha suggested that if the county approves annexation, that Palmetto Bay voters get another opportunity to vote for or against annexation. There were other discussions of the pros and cons of this. Mandler proposed that the Commission this topic in future discussions and the vote and possible change of the 4/5 vote of the residents. Tim seconded the motion and it was approved.

7. Selection and list of proposed meeting dates for 2020:

   Dave moved that the next meeting of the Commission would be Februiar11, 2020 at 6:30pm and the second Tuesday of every month thereafter. Motion seconded by Tim and was unanimously approved. We are also going to check with Village Clerk on availability of second Monday or Tuesday of the month as space is an issue.

8. New Business – None.

9. Requests for assistance to Village Council and Village Manager – None.

10. Selection and list of discussion items for next meeting: See notes above as to members of Council to appear and speak at next meeting.

11. Adjournment – a Motion was made to Adjourn by Mandler which was seconded by Tim and all were in favor. The meeting was adjourned at 9pm.

Respectfully submitted:

Approved by the Charter Revision Commission this ____ day of December 2019.

_____
Missy Arocha, Village Clerk

_____
David Zisman, Chairperson

VILLAGE OF PALMETTO BAY
PARKS & RECREATION AND COMMUNITY OUTREACH

MEETING MINUTES
Tuesday, January 21, 2020 at 7 p.m.
Village of Palmetto Bay Municipal Center
9705 Hibiscus Street, Palmetto Bay, FL 33157

In attendance:
Chris Olson, Chair
Sheila Frazier, Acting Secretary
Beth Adler
Leo Llinas
David Greenwell
Heidi Feder
Ed Feller
Beatriz Herrmann
Fanny Carmona, Parks & Recreation Director, staff liaison
Greg Truitt, Acting Village Manager

1. Call to Order – the meeting was called at 7:07 p.m.

2. The Chair recognized visitor, Tony Musto, a member of the Community Center Task Force, who wanted our committee's support for a community center to be built on the Shores property as opposed to being sold back to the developer. Discussion ensued. Ed Feller motioned that the land not be sold and our committee support a community center be built. Heidi seconded the motion. The vote was 5 approved, 1 nay and 1 abstention so motion carried.

3. Approval of Minutes: Minutes of November 21, 2019 and December 17, 2019 were approved with motion by David with Beatriz providing a second.

4. Old Business: Leo asked for an update on the Coral Reef Park food vendor. Per Fanny and Greg Truitt Hole in the Wall is going through inspection process. Beth is pleased with the improvement to the racquetball court. Mr. Truitt provided updates on the work order for repair of the clock tower at the library, a meeting with the car dealership for deed to Veterans Park land.

5. Discussion Items: This committee approved monthly meeting dates on the third Wednesday at 7 p.m. as first option. Second choice would be the fourth Wednesday at 7 p.m. This information will be sent to the Village Clerk for approval by Village Administration. Our next meeting is 2/19/2020 at 7 p.m.

6. New Business: Parks Report Cards
    a. Beatriz presented a glowing report on the Perrine Community House 'a magnificent A'. She also reminded all of the monthly art event and Febr. 12th at Thalatta.
    b. Palmetto Bay Park – David will provide a written report at next meeting.

7. Requests for assistance to Village Council and Manager

8. Selection and list of discussion items for next meeting.

9. Adjournment: 8:25 p.m.

Village of Palmetto Bay
Neighborhood Protection Committee
MINUTES
Wednesday, January 29, 2020
MINUTES ARE DRAFT UNTIL APPROVED

Committee Members Present:

Joe Bier, Chair
Eugene Flinn
Bev Gerald
Gary Pastorella
Jennifer Finger-Santino had previously told committee she was unable to attend this meeting

Council Liaison: Marsha Matson, District 3 – present

Staff Present:

Greg Truitt, Interim Village Manager
Wes Maltby, Building Official
Alan White, Code Compliance Officer
John Dellagloria, Village Attorney

Attending from the public: Steve Kreisher

Meeting called to order at 5:00 PM.

Due to Gene Flinn's somewhat late arrival, it was voted to name Bev Gerald as the new secretary. Approved 3-0. She will now be taking minutes here on out.

Marsha Matson: Encouraged all the NPC members to attend the Village Council meeting coming up on February 3rd. She has placed on the Agenda the extension for the existence of this committee, which needs Council approval. She suggested that we speak in favor of the extension to the Council.

The October 23rd minutes were approved, as amended, 4-0. But Marsha suggested that we move to defer the approval of the minutes due to discrepancies.

As to the November 13th meeting minutes, we moved to change and incorporate Joe Bier's comments to expand the scope of our oversight. Also, corrections were made to the spelling of the names of Dellagloria and Santino (Finger). Approved 4-0.

December 16th meeting minutes were reviewed and approved 4-0.

Public comment: Steve Kreisher while he appreciate the comments of our committee, said he does not see any value in his continuing to attend our meeting as he doesn't feel the Council cares anymore about his area.

Gary stated that "personally, it will be a great loss if you do not come anymore."

Chair Bier: There are lots of problems with homeowners vs. homeowners within the new development areas. This language is currently not incorporated in Section 10.2.1 or 10.2.2 of the Code. Specifically, he wants language added that says that all housing will be protected from the negative impacts of adjacent single and multi-family residential uses. He suggested striking out designations in Section 10.2 that exempt Limited Business Districts (B1), Business Districts (B2), Office District (R5), FT&I, Village Mixed Use District, and all multifamily residential districts listed in this section.

Other items we can look at are amending the zoning map, as lots of residents in the DUV need "neighborhood protection."
Joe distributed paper copies of his recommendations for 10.2 changes and expansion.

Discussion continued on Items 2-9. As to Item 5, Gary commented about the language that does not speak to a minimum stay period. He asked Alan White about the increasing prevalence of B&B's.
Alan- Said B&B's have to register, and cannot advertise their homes for this use.
Look at fee schedule in Chapt. 2 of Code—dealing with garbage cans, overgrown hedges
Discussion about short term rentals.
Bev brought up the possibility of homeowners losing their homestead exemption if they use their homes for commercial purposes. Also, she stated that she believes that our code does not allow long term rentals in a single family home.

Gary: There were over 100 people at a loud party held recently at the home on Old Cutler Rd. and SW 142nd Terrace right near Gary. He stated that having over 100 partygoers in the house at one time can pollute his ground water since house was not designed to handle that many people at one time.

Councilwoman Matson: Asked what Alan White would recommend for fines for violations.
Alan replied that we should raise the fines

Gene Flinn spoke about shutdowns of raucous parties instead of fines.

Construction starting times should only start at 7:00 AM, not 4:00 AM.

Greg Truitt: Put complaints online and then have them incorporated into manager's report on code enforcement.
There were concerns about how we monitor these complaints.
Attorney Dellagloria: He will get a copy of the City of North Miami's code as to how it deals it with complaints

Sound meters: Alan said that a second meter has been order—current meters have to be sent out for re-calibration every year. When a new meter is received by the Village, staff is trained in its use.

Gary asked if sound policing can be done.
Councilwoman Matson asked Mr. Truitt for the level of the decibels of the recent fair in Palmetto Bay Park. Decibels only measure amplified sound.

Do we need a resolution for special events? Flinn claimed there would be a problem of "citing ourselves" if we monitor Village-held events.

Mr. Pastorella asked Mr. White about decibel levels and feels we should have language about noise. Mr. Flinn argued against listing every condition.
Mr. Truitt: We have had three instances where the Village itself has been citied.

Marine Patrol:
Florida Water Commission (name of entity?) has to approve all signs in the canals for slow-speed, and minimum wake zones. The County has to put in some signs.

S.W. 136th Street
Chairman Bier suggested that homeowners timely notice construction of street work, such as SW 136th Street
Gene Flinn: Says all agenda should be online so public can see the minutes of each meeting.
Chairman Bier reminded the members that a resolution to extend our committee's extension to complete our work will be on the February 3rd agenda. He suggested that our members attend to support this resolution sponsored by our committee liaison, Councilwoman Matson.

Meeting was adjourned at 6:41 PM.

Respectfully submitted,
Bev Gerald, Secretary

NEIGHBORHOOD PROTECTION COMMITTEE

MINUTES OF FEB. 12, 2020

Meeting called to order at 5:03 PM by Chairman Joe Bier

Members present:

Joe Bier, Chairman
Bev Gerald, Secretary
Jennifer Finger-Santino
Gene Flinn (arrived late)
Gary Pastorella (arrived late)
Councilmember Marsha Matson, Committee Liaison

Staff present:

Interim Manager, Greg Truitt
Wes Maltby, Building and Zoning Official
Alan White, Code Compliance Officer
Maria Peneda, Planning

Residents present:

Margaret Losinski
Conando Vazquez

Joe Bier welcomed committee, staff and public to the meeting. Councilwoman Matson thanked the three members of our committee, Bier, Gerald, and Pastorella, who attended the Council meeting on Feb. 3rd to press for the extension of our committee meetings.

Public comment from Margaret Losinski:
She had a list of issues that she thought might be important to address:

a. Birth control and rabies vaccinations for wild animals

b. Exotic animals registered in the Village? Gary stated that he believed that there is no exotic pet registration in Miami-Dade County, but that certain animals are regulated by the state. Discussion ensued between Truitt and Margaret.

c. Shrub trimming-need to have clear sight along the rights-of-way for safety reasons. Maltby explained there is a list of what you can and cannot plant in the rights-of-way. Look into code language of clear sight triangle-need to eliminate visibility hazard.

d. Golf operations. Margaret mentioned the upcoming Golf Cart Extravaganza in Palmetto Bay Park. Some of her concerns: seat belts not required? What about underage golf cart drivers? Thinks education for golf cart drivers important—too many scofflaws.

Truitt: Our ordinance says carts can only be operated on non-county roads, but from police aspect, they only stop a cart if it is being driven by an underage driver or in an unsafe manner. All golf carts in the Village must be registered.

Maltby: Look at Sections 28-51 and 28-56 as to what police can enforce.

Problems with golf carts operating on bike paths which do not allow motorized vehicles.

Santino-Finger: At an event in Coral Reef Park, golf carts do not stop at stop signs.

Truitt: What is enforced is reckless driving, children sitting in laps of adults.

Bier: There is an opportunity to bring recommendations regarding golf cart operation to the Council.

e. There is no stop sign at SW 176th Street and 94th Avenue—one way going north

Matson: Reported on Council's trip to Tallahassee:
The Councilmembers requested funding for the Rec. Building in Coral Reef Park.
State will eliminate any ordinances that were not passed before 2011 regarding short term rentals.

There are definitely neighborhood parking issues based on the prevalence of B and B's, especially with party houses, as described by Pastorella in his neighborhood.

Miami Beach has had a tremendous battle with the state regarding the Beach's regulation of B and B's.

There is a registration fee of $150 for a short term rental. Question: Is this per rental, or for a whole year?
Manager, Peneda, Maltby and Police Department met about short-term rentals. One example: the use of Village homes for making videos. Peneda stated that Pinecrest has a per day filming fee schedule as follows:
Registration: $100
First day of filming: $500
Second day of filming: $1000
Third day of filming: $2000

It was noted that use of a home for a B and B can jeopardize the home's homestead exemption. A lien could be assessed against the property.

Minutes of previous meeting on January 29, 2020 were approved 4-0 (Pastorella not yet present).

Bier thanked Councilwoman Matson for her info on the short term rentals coming out of Tallahassee. "We need to protect our residents."

From Bier's list, Section II:
Quasi-Judicial procedures. Did not have documents and will prepare written report. Discussion about public records requests made by Pastorella and Flinn. Pastorella withdrew his request, but Flinn did not, explaining that he wanted to know if there was any communication from the appointing Councilmember to members of our committee after Gerald asked the purpose of his request. Flinn said that "public records are a fact of life, not sinister. " Neither Bier, Santino-Finger, nor Gerald got the public records request from Flinn.

Santino-Finger: Gets a lot of her info from Facebook.

Staging areas: Motion to restrict dirt being placed on adjacent residential properties. Motion passed, 4-0.

Parking for Palmetto Station loading zone is on SW 180th Street.

Bier would like to specify construction storage location. Peneda asked how is fill used for construction profit? Bier gave the example of a huge pile of fill that was placed on an adjacent residential parcel.

Peneda: When Village discusses staging for residential property they "have to have concurrency."
Example: With Parkview, to minimize impacts to the vicinity of the construction, they could not build without using another space for staging. There is 4-phase construction—open space next to park is used for construction staging. Cannot the footprint of the Parkview property be used for staging?

Flinn: Feels the Village should not be leasing property for construction staging. What about the parking?

Santino-Finger: She has been working for months in a major construction zone at Palmetto High School and the contractors have figured out how to minimize noise, dust, and safety issues. She is amazed that developers insist on causing disruption, since there has been very little at Palmetto SHS. Also the site has been constantly watered.
Miami-Dade Public Schools is the entity overseeing this construction. There have no construction materials placed in the student parking lot. The Village rents out the lot to the School Board for students' cars.

Truitt: What is per square foot cost of construction?

Item III: Hardship concerning inability to dig down into the ground. White said we should look at ordinances.

Item IV: Committee relayed to late-arriving Pastorella about upcoming policies on short-term rentals.

Pastorella: Proposal put forth by David Singer did not address minimum stays, but these will be pre-empted by new state legislation.
Should we have a resort tax? Should Village be issuing special event permits to homeowners?

Peneda: No timeframe or parameters for renewal restriction to deal with single-family homes. He mentioned again about the ongoing problems at 14201 Old Cutler Rd., close to his home.

Peneda: We need to look at special events application for up to 30 days, but there is no language addressing how many times a property can hold special events.

Flinn: What about filming of telenovelas or huge parties? Recommend limitation on huge parties where fees are charged. Charging for events at private homes should be limited. This can be certified.

Truitt: If a car is legally parked in a swale area, then the car's owner cannot be arrested.

Pastorella: We need to address the groundwater pollution that occurs to wells in the vicinity of these huge parties in private homes. Waste leaches into the wells on his street, for example

Bier: We need to consider language in an application and we need to move on with our recommendations prepared by our members:

Santino-Finger: She had prepared a Noise packet. Parks and Rec. Dept. will have two meters (one new).

Truitt: Citations can be issued for noise, as watering infractions can be, but no arrests.

Page Three

Flinn: Mentioned that there could be indemnification issues with the Village if we try to enforce municipal ordinances—the Village could be sued.

If there are problems with a B and B, it can be referred to the Code Compliance office in order to enforce. But Bier mentioned if the enforcement isn't immediate, the lapse of time can be too long to remedy the situation.

Truitt: Our police force is not going to be arresting residents for violations—but they can be giving out citations.

The County has a Nuisance Abatement Board. If there are three or more violations by a B and B in one year, their license can be suspended. There are 400 registered B and B's currently in Palmetto Bay.

Pastorella: Suggested applying night-time laws to barking dogs. Flinn disagreed, as he said that dogs will bark at squirrels and does not want us to pass restrictions on barking dogs.

Bier reported on the County meeting on transportation.
It was decided to start with Santino-Finger's recommendations at the next meeting.

Meeting adjourned at 7:05 PM.

Respectfully submitted,

Bev Gerald
Secretary

ITEM 9E

VILLAGE OF PALMETTO BAY
YOUTH COMMUNITY INVOLVEMENT BOARD
MEETING MINUTES

Tuesday, December 17, 2019 at 5:00 p.m.
Village of Palmetto Bay Municipal Center
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

1. **Roll Call:**

The following members were in attendance:
Jake Dewitt
Tatum Rivera
Kaily Nunez
Makenzie Hochman
Valentina Nicolini
Veronica Sanjurjo
Tess Anterson
Pablo Perez
Nicole Gazo
Natasha Benzadon,

Not Present:
Allison Strasius
Marissa Tellem
Monica Shah
Eric Bernarde
Devica Shah

2. **Approval of Minutes:** The Meeting Minutes of Tuesday, October 22, 2019 were approved by the board.

3. **Public Comments:** Mr. Greg Truitt, Interim Village Manager introduced himself to the group and thank them for their service. He stated how valuable their role was to the Village and to the future.

4. **Discussion Items**:

a. **Involvement with Cortada Projects:**

- Jake thank the members of the group that participated in the SOV assisting Adam with the Cortada Project Plant T display. He mentioned they had about 30 people that they were able to present the project to and provided them with information on the project. He stated in his opinion it was very successful.

- The group discuss other events were the Cortada Project could be displayed/presented. They all agreed on the Camping in the Park event scheduled for February 8 &9, 2020 and the Annual Picnic scheduled for March 7, 2020. Both events at Coral Reef Park. Jake Dewitt will contact Adam from The Cortada Group to advise of the groups decision and obtain his approval. The

group signed up for each event confirming the hours they would be available to volunteer and assist with the display/presentation of the Cortada Project at these events. Fanny Carmona, Parks & Recreation Director will type list and will send to the entire group to confirm time availability of each member.

- In addition, the group is also in agreement with having a display/presentation at the Villages Farmers Market scheduled for every Sunday at Coral Reef Park. Fanny Carmona will provide contact information for the Farmers Market representative so Jake and/or Tatum may obtain approval to be on site with presentation. They will also communicate with Adam, form Cortada Projects for his approval and participation.

b. Drive-in Movie Night

- Discussion on hosting a Drive-In Movie Night using the vacant lot on 168th street and Old Cutler Rd behind the Farm Store and across from Starbucks. Would need approval from property owner, Fanny Carmona to provide property owner to Jake and Tatum. They will also need to reach out to the food vendor currently on site for a possible partnership for this event. Group thought it would be a good idea to perhaps give out water bottles to then be used at other events for free water refills. Possibly look for sponsors to cover cost of water bottles. The group can request the use of the movie equipment form the Parks Department.

c. Relay for Life

- The group voted and agreed to participate in this year's Relay for Life event scheduled for March 14, 2020 at Coral Reef Park. Jake will sign up team and then each member will be responsible to register as a member of that team. Team Name- Lucky Shots. It was discussed that this event has several components, it would be best to divide components between the members of the group and assigned tasks accordingly. All members agreed and signed up as follows:
    - Fundraising Food Item (Jeremiah/Lulus)- Natasha and Makenzie
    - Centerpiece – Kaily
    - Cancer Information Board- Tess and Veronica
    - Booth Decorations – Valentina and Nicole
    - Fundraising Activity (Photo Booth) – Jake and Pablo (Fanny to provide contact information for Photo Booth vendor)
    - Silent Action Items- Tatum and the Village

  All members will report on status of their component at the next scheduled meeting.
  Fanny explained that they can also seek sponsors to off set cost of items they are going to use as fundraising. Relay for Life has a package they can use that contains all the information needed to seek sponsors.

d. Making the Annual Picnic zero waste

- Group discuss ideas on what the Village can do to make the picnic event zero waste. They are recommending that we use only biodegradable or products that are recyclable (cups, plates, napkins etc.) Will also look into giving away a water bottle that they can refill instead of bottled water.

e. Declaring a climate emergency

- Nicole spoke about proposing that the Village pass a resolution declaring a climate emergency. She has a draft and will work with Andrea Candelaria form the Planning and Zoning Department to prepare the resolution and bring it back to the at the next scheduled meeting fo the group to review and approve.

5. Old Business:

- **Tatum Rivera's Gold Award Recycling Project**
  Tatum is working on completing her Gold Award project and is raising money to purchase recycle bins for inside Village Hall offices and educate the residents and staff of the Village on the dos and don'ts of recycling. Fanny has a memo for the manager's approval however verbal

approval was provided by the Manager in an earlier meeting with Tatum and the manager. The only concern from the Village would be the cost to add a recycling pick-up service here at Village Hall. Fanny mentioned that she had suggested that the Village keep one regular service and turn the second existing regular service to a recycling service and that the cost should not be significant. Waiting to meet with Finance and Public Works department to finalize how the Village would incorporate this service into our budget. In the meantime, Tatum will continue her fundraising efforts for the purchasing of the recycle bins and the education component of her project.

6. **New Business:**
   a. 2020 Legislative Action Day Youth Council Program

- Mayor Karen Cunningham explained that through The League of Cities they offer a Youth Council Civic Education Day at Tallahassee scheduled for February 11, 2020. It is an overnight trip with several talk sessions and a visit to District Legislative Offices. She asked if anyone from the group would be interested in attending. The group decided to consider it for the following year.

   b. Selection of meeting dates for calendar 2020

- Group agreed on meeting as follows:
  February 18, 2020 at 5pm
  April 21, 2020 at 5pm
  June 16, 2020 at 5pm
  These dates will be submitted to the Village Clerk and will require approval from Administration.

7. **List of discussion items for next meeting**
   February 18, 2020
   Discussion Items
   a. Updates with the Involvement with Cortada Projects
   b. Updates on the Drive-in Movie Night
   c. Updates on Relay for Life
   d. Updates on Making the Annual Picnic Zero Waste
   e. Update on Declaring a climate emergency
   f. Update on Tatum's Gold Award Project

8. **Adjournment:** The YCIB Meeting concluded at 6:44 p.m.

Cortada Projects

Camping in the Park- February 8 & 9, 2020	Annual Village Picnic – March 7, 2020
Pablo Perez (11-6)	Pablo Perez (10 – 1)
Kaily Nunez	Kaily Nunez (11 -3)
Tatum Rivera	Tatum Rivera
Jacob Dewitt	Jacob Dewitt
Natasha Benzadon	Valentina Nicolini
Tess Anderson	Veronica Sanjurjo (10 – 12)
Valentina Nicolini	Nicole Gazo (11-1)
Nicole Gazo	

Relay for Life – March 14, 2020 at Coral Reef Park

Team Name: Lucky Shots

- **Fundraising Food Item** (Jeremiah/Lulus)-
  Natasha and Makenzie
- **Centerpiece (need theme)**
  Kaily
- **Cancer Information Board**- (Need type of Cancer)
  Tess and Veronica
- **Booth Decorations**
  Valentina and Nicole
- **Fundraising Activity** (Photo Booth)
  Jake and Pablo
- **Silent Action Items**
  Tatum and the Village

ITEM 10A

To: Honorable Mayor and Village Council

Date: September 9, 2019

From: Edward Silva/ Village Manager

Re: Palmetto Bay's Bike Network Plan

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING ADMINISTRATION TO APPROACH MIAMI-DADE COUNTY TO COMPLETE THE BICYCLE NETWORK IN THE COMMUNITY; BRING BACK OPTIONS ON DESIGN AND FUNDING NO LATER THAN 90-DAYS FROM APPROVAL WITH OPTIONS ON HOW TO IMPLEMENT SAID BICYCLE NETWORK; NETWORK SHALL CONSIST OF EAST-WEST CONNECTIVITY ON SW 152ND STREET, SW 168TH STREET, SW 184TH STREET AND NORTH-SOUTH CONNECTIVITY ON SW 77TH AVENUE AND SW 87TH AVENUE; AUTHORIZING THE VILLAGE MANAGER TO BEGIN A DIALOGUE WITH MIAMI-DADE COUNTY, PROVIDE COST ESTIMATES TO THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*

BACKGROUND AND ANALYSIS:

Due to the influx of density and number of vehicles of cars on the road, Miami Dade county has stated intention to increase non-motorized trips and reduce the numbers of motorized users by providing a bicycle network system throughout Dade County. The Village of Palmetto administration is seeking council approval to approach Miami Dade County in order to collaborate and study the possibility of incorporating a Village Bicycle network system to provide a secondary, safe means of transportation and a secondary option or residents. Upon resolution approval, the Village Manager will begin dialogue with Miami Dade county, bring forth cost estimates, design options and funding sources for the Village's Bike Network Plan.

FISCAL IMPACT:

The resolution being proposed has no immediate impact. Administration will provide estimates to Village Council for approval.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. 2020-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUESTING ADMINISTRATION TO APPROACH MIAMI-DADE COUNTY TO COMPLETE THE BICYCLE NETWORK IN THE COMMUNITY; BRING BACK OPTIONS ON DESIGN AND FUNDING NO LATER THAN 90-DAYS FROM APPROVAL WITH OPTIONS ON HOW TO IMPLEMENT SAID BICYCLE NETWORK; NETWORK SHALL CONSIST OF EAST-WEST CONNECTIVITY ON SW 152ND STREET, SW 168TH STREET, SW 184TH STREET AND NORTH-SOUTH CONNECTIVITY ON SW 77TH AVENUE AND SW 87TH AVENUE; AUTHORIZING THE VILLAGE MANAGER TO BEGIN A DIALOGUE WITH MIAMI-DADE COUNTY, PROVIDE COST ESTIMATES TO THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*

WHEREAS, the Village intends to implement a bicycle network plan in order to provide secondary avenues for connectivity and transportation within the Village; and

WHEREAS, this resolution seeks council approval to approach Miami Dade County in order to collaborate and study the possibility of incorporating a Village Bicycle network system; and

WHEREAS, upon resolution approval, the Village Manager will begin dialogue with Miami Dade county, bring forth cost estimates, design options and funding sources for the Bike Network; and

WHEREAS, since Palmetto Bay is a Sustainable government, it intends to provide secondary mobility options to its residents; and

WHEREAS, it also intends to provide a bicycle network for individuals who seek recreational activities within the Village; and

WHEREAS, the Village's residents have expressed interest in developing and implementing a bicycle network within the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. Effective Date.

This Resolution shall become effective and executed as directed upon approval.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest: _____ _____

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member David Singer _____

Council Member Patrick Fiore _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING VILLAGE PARK FACILITIES; DIRECTING THE MANAGER TO RECOMMEND TO THE VILLAGE COUNCIL AN ARCHITECT WITH AN ASSOCIATED PROPOSED CONCEPT FOR DRAWING CONSTRUCTION PLANS TO REPLACE THE CORAL REEF PARK RECREATION BUILDING; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*

WHEREAS, the recreation room at Coral Reef Park was unusable for a lengthy period and has now been demolished; and

WHEREAS, a replacement recreation building is essential for the full use of Coral Reef Park by the public.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. (1) The Village Manager is hereby directed to proceed through the appropriate Request for Proposal (RFP) procedure in order to recommend to the Village Council, as soon as practical, an architect with an associated proposed concept for drawing construction plans to replace the Coral Reef Park recreation building.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE VILLAGE VETERANS PARK; DIRECTING THE MANAGER TO RECOMMEND TO THE VILLAGE COUNCIL AN APPROPRIATE DESIGN PROFESSIONAL (ARCHITECT, PARK PLANNER, OR OTHER APPROPRIATE PROFESSIONAL) WITH AN ASSOCIATED PROPOSED CONCEPT FOR DRAWING DESIGN AND/OR CONSTRUCTION PLANS FOR THE VILLAGE VETERANS PARK; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*

WHEREAS, the establishment of the Veterans Park has been a long-term goal of the Village; and

WHEREAS, whereas the location, size, and boundaries of the Veterans Park have been established; and

WHEREAS, there are no impediments to undertaking the next step in design of the Veterans Park.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is hereby directed to proceed through the appropriate Request for Proposal (RFP) procedure in order to recommend to the Village Council, as soon as practical, an appropriate design professional (architect, park planner, or other appropriate professional) with an associated proposed concept for drawing design and/or construction plans for the Village Veterans Park. The Council will consider the recommendation and act thereupon as the Council deems appropriate.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

ITEM 10D

Alternate A

RESOLUTION NO. 2020-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO A COMMUNITY CENTER ON VILLAGE-OWNED PROPERTY; DIRECTING THE MANAGER TO PREPARE A RECOMMENDED PLAN FOR THE DEVELOPMENT OF A COMMUNITY CENTER ON THE PROPERTY OWNED BY THE VILLAGE (FORMER SCHOOL SITE) IN THE DOWNTOWN URBAN VILLAGE (DUV) ZONING DISTRICT (EAST OF AND NEAR VILLAGE HALL); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*

WHEREAS, the land which the Village owns, east of and close to Village Hall (former school site) is currently unused for any productive purpose; and,

WHEREAS, the property could be used for a community center, which would be of substantial benefit to the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is directed to prepare, as soon as practical, a recommended plan for the development of a community center on the property owned by the Village in the Downtown Urban Village (DUV) zoning district (former school site, east of and near Village Hall). The Council will consider the recommendation and act thereupon as the Council deems appropriate.

Section 2. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 2nd day of March 2020.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Mayor Karyn Cunningham _____

Council Member David Singer _____

Council Member Patrick Fiore _____

Vice-Mayor John DuBois _____

Council Member Marsh Matson _____

ITEM 10D

Alternate B

RESOLUTION NO. 2020-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SALE OF VILLAGE-OWNED PROPERTY; DIRECTING THE MANAGER TO DEVELOP A RECOMMENDED PLAN FOR THE SALE OF THE PROPERTY OWNED BY THE VILLAGE (FORMER SCHOOL SITE) IN THE DOWNTOWN URBAN VILLAGE (DUV) ZONING DISTRICT (EAST OF AND CLOSE TO VILLAGE HALL); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*

WHEREAS, the land which the Village owns, east of and close to Village Hall (former school site) is currently unused for any productive purpose; and,

WHEREAS, the Village has no plans for the productive use of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Manager is directed to prepare, as soon as practical, to develop a recommended plan for the sale of the property owned by the Village in the Downtown Urban Village (DUV) zoning district (former school site, east of and near Village Hall). The Village Council will consider the recommendation and act thereupon as the Council deems appropriate.

Section 2. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 2nd day of March 2020.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Mayor Karyn Cunningham _____

Council Member David Singer _____

Council Member Patrick Fiore _____

Vice-Mayor John DuBois _____

Council Member Marsh Matson _____

ITEM 10E

To: Honorable Mayor and Village Council

Date: March 2, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Stormwater Master Plan Update

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE STORMWATER MASTER PLAN; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC., TO UPDATE THE VILLAGE'S STORMWATER MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $84,500; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

At the Regular Council Meeting of February 3, 2020, Village Administration was directed by the Village Council to obtain two additional estimates/prices for the Stormwater Master Plan by reaching out to the next two eligible firms from the Village's pool of continuing professional services contract. The additional existing firms under contract are Stantec Consulting Services, Inc. and Civil Works, Inc.

Following is an explanation of what transpired between the conversations held between the Village's Public Services Department and these firms:

- Mr. Sean Compel from Stantec Consulting Services, Inc., respectfully declined to provide a proposal stating that Kimley-Horn & Associates, Inc., had completed the original stormwater master plan (in 2004), including the first revision that occurred in 2012. Mr. Compel also explained that Stantec Consulting Services, Inc., would not be competitive since Kimley-Horn had most of the information on record for the Village.
- Ms. Linda Bell from Civil Works, Inc., expressed, similarly to Stantec, by declining to submitting a proposal and explained that engineering design service contracts are awarded based on qualifications, not on lowest price. She also explained that Civil Works was aware of the price proposal prepared by Kimley-Horn in the amount of $84,500 since it was presented during the Regular Council Meeting of February 3, 2020.

After consulting with the additional firms pursuant to Council's directive, Village Administration seeks the approval to update the Village's Stormwater Master Plan by

entering into an agreement with Kimley-Horn and Associates for an amount not to exceed $84,500.

The remaining content of this memorandum remains as-is as presented at the Regular Meeting February 3, 2020 which provides background information on the subject matter.

In February 2004, as per Resolution No. 04-21, the Village of Palmetto Bay contracted Kimley-Horn and Associates, Inc., for the development of a Stormwater Master Plan (SWMP). The SWMP was completed and accepted in December 2004 as part of Resolution No. 04-22. The SWMP included a Capital Improvement Plan (CIP) that identified seventeen priority stormwater improvement projects (basins) throughout the Village of Palmetto Bay based on observed flooding, flood complaints, roadway conditions, traffic volumes, and hydraulic analysis.

In 2012, as per Resolution No. 2012-83, the Village of Palmetto Bay authorized Kimley-Horn to complete an update to the 2004 SWMP. This first update was completed basically 7 years after the original SWMP. Recently, there has been increased awareness regarding the possible effects of sea level rise. In addition, 7 years have transpired since the first update was completed and there have been several stormwater projects and localized drainage improvement projects completed during that period that have enhanced and improved the Village's stormwater system; we are recommending that the SWMP be updated again.

Kimley-Horn has intimate knowledge as to the drainage improvements completed within the village, as they have completed several recent stormwater projects, namely the design and contract administration & inspection for Sub-Basin 59/60 constructed during 2018-2019, and the design for Sub-Basin 61.

FISCAL/BUDGETARY IMPACT:
Funding is available and budgeted for this item under "Stormwater" in an amount not to exceed $84,500 in Fiscal Year 2019-2020.

RECOMMENDATION:
Approval is recommended.

Attachments:

(1) Attachment A: Kimley Horn Stormwater Master Plan Update Proposal

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE STORMWATER MASTER PLAN; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC., TO UPDATE THE VILLAGE'S STORMWATER MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $84,500; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, in February 2004, Village Council adopted Resolution No. 04-21, approving a contract with Kimley-Horn and Associates, Inc. for the development of a Stormwater Master Plan (SWMP); and

WHEREAS, the SWMP was completed and accepted in December 2004 via Resolution No. 04-102; and

WHEREAS, the SWMP includes a Capital Improvement Plan (CIP) that addresses seventeen priority stormwater improvement projects (basins) throughout the Village of Palmetto Bay based on observed flooding, flood complaints roadway conditions, traffic volumes, and hydraulic analysis; and

WHEREAS, the original SWMP is now over 15 years old and there have been several stormwater projects and localized drainage improvements that have enhanced and improved the Village's stormwater system; and

WHEREAS, there have been changes in the construction industry and stormwater best management practices (BMP's) that should be reviewed and incorporated into the stormwater program, and it is timely for the Village to update the existing plan and address any issues and assess potential new areas of the Village for inclusion in the plan; and

WHEREAS, in accordance with Resolution No. 2010-36, Kimley-Horn and Associates is qualified to provide ongoing general civil engineering services for the Village and the Department of Public

Services requested a proposal from said company to update the SWMP; and

WHEREAS, having completed the original SWMP in 2004, along with an update in 2012 and implementing four of the Village's stormwater capital improvement projects, Kimley-Horn and Associates, Inc. has extensive information and local knowledge that will be used to minimize data collection activities for the SWMP update.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council hereby approves the selection of Kimley-Horn and Associates, Inc. to update the Village's Stormwater Master Plan.

Section 2. The Village Manager is authorized to enter into an agreement with said company, in substantial form and content to the attached Exhibit A, and to issue a purchase order in an amount not to exceed $84,500.

Section 3. This Resolution shall become effective upon adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

for

Work Authorization No. 19-XX

2020 Stormwater Master Plan Update

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 19-XX

2020 Stormwater Master Plan Update

Pursuant to the provisions contained in the "continuing services agreement" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 (the "VILLAGE") and Kimley-Horn and Associates, Inc., ("CONSULTANT" or "ENGINEER") dated June 20, 2013, this project agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the CONSULTANT for this project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See Scope of Services in Attachments Exhibit "2".

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The VILLAGE manager, in his sole discretion, may extend the term of this agreement through written notification to the CONSULTANT. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the VILLAGE council.

3.2 **Commencement.** The CONSULTANT's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the VILLAGE manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the VILLAGE in writing, in the event that the CONSULTANT fails to meet the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the VILLAGE the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: $0 per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the VILLAGE reasonably believes that completion will be inexcusably delayed, the VILLAGE shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the VILLAGE to be adequate to recover liquidated damages applicable to the delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the VILLAGE has withheld payment, the VILLAGE shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" a Lump Sum amount of $84,500.00.

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the VILLAGE), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the VILLAGE.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within 30 days of approval by the VILLAGE manager of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this project agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy,

or other breach of project agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Retainage.** The VILLAGE reserves the right to withhold retainage in the amount of 10 percent of any payment due to the CONSULTANT until the project is completed. Said retainage may be withheld at the sole discretion of the VILLAGE manager and as security for the successful completion of the CONSULTANT's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its CONSULTANT's, incurred in connection with the project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subconsultant's, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this project agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any costs incurred in replacing CONSULTANT for this project agreement. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the VILLAGE for convenience upon 14 days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding subconsultant's obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this project agreement, a copy of all of the CONSULTANT's work product shall become the property of the VILLAGE and the CONSULTANT shall, within 10 working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this project agreement. Further, upon the VILLAGE's request, the CONSULTANT shall assign its rights, title and interest under any subconsultant's agreements to the VILLAGE.

6.4 **Suspension for Convenience**. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDTIONS OF CONTINUING SERVICE AGREEMENT

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated June 11, 2010 between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

ATTEST:

VILLAGE OF PALMETTO BAY

_____
VILLAGE Clerk

By:_____
Edward Silva, VILLAGE Manager

Date: _____

APPROVED AS TO FORM:

_____
VILLAGE Attorney

ATTEST:

Kimley-Horn and Associates, Inc.

By:_____
Gary R. Ratay, P.E.
Vice President

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Exhibit "1"

Project Description

The VILLAGE was incorporated in September 2002 and a Stormwater Master Plan (SWMP) was completed in December 2004. The SWMP included a Capital Improvement Plan (CIP) that addressed seventeen priority stormwater improvement projects (basins) throughout the VILLAGE based on observed flooding, flood complaints, roadway conditions, traffic volumes, and hydraulic analysis.

In December 2014, the original SWMP was updated because the original SWMP was over 7 years old and there had been several stormwater projects and localized drainage improvements that had enhanced and improved the VILLAGE's stormwater system. In addition, there had been changes in the construction industry that were reviewed and incorporated into the budgets for the stormwater program. That prior SWMP update is now 5 years old. In order to evaluate the stormwater program since that update as well as address and assess additional areas of the VILLAGE for stormwater programming and priorities, it is recommended that the VILLAGE perform a new update to their current SWMP. This second SWMP update will incorporate conceptual sea level rise impacts associated with the proposed priority basin stormwater improvements.

Having completed the prior SWMP documents as well as implementing several of the VILLAGE's stormwater capital improvement projects, the CONSULTANT has extensive information and local knowledge that will be used to minimize data collection efforts and to better serve the VILLAGE during this SWMP Update.

Exhibit "2"

Scope of Services and Project Schedule

Task 1 - Project Initiation/Meetings

The purpose of this task is to initiate the project including identifying project protocols and establishing the necessary coordination between the CONSULTANT and VILLAGE staff. The CONSULTANT will conduct a project Kick-off meeting after receiving notice to proceed from the VILLAGE. At this meeting, information will be reviewed about previous storm water management efforts and experiences, particularly those relative to ongoing flooding and pavement deterioration within the VILLAGE. The meeting will address the project schedule, coordination requirements, project goals, and project objectives.

Up to two (2) coordination meetings may be required between the VILLAGE and the CONSULTANT as discussed throughout the scope of services.

Deliverables:

- Kickoff meeting and coordination meetings

Task 2 - Data Collection

The CONSULTANT will collect and evaluate information contained in the current SWMP, readily available information that has been prepared since completion of the current SWMP, limited field data collection, and additional information that may include:

1. NPDES Permit information and data (from Miami-Dade County and the VILLAGE)
2. VILLAGE ordinances, regulations or guidelines for stormwater management (from VILLAGE)
3. Stormwater system Geographical Information System (GIS) coverage (from VILLAGE)
4. Design and record drawings of completed stormwater capital projects and localized drainage improvements (from VILLAGE)
5. Citizen complaint reports/Public Works Department Work Orders (from VILLAGE)
6. Records of stormwater management problem areas (from VILLAGE)

The CONSULTANT will prepare a brief memorandum summarizing the data collected to support the development of this Stormwater Master Plan Update. This memorandum will also include an initial update to the stormwater drainage deficiency map and identification of additional data needs, if any, to complete the Plan. This task does not include physically collecting field data such as topographic surveys or geotechnical testing. Mapping protocol will be consistent with the current SWMP (CAD only).

Deliverables:

- Data Collection memorandum

Task 3 - Stormwater Master Plan Update

The result of this task is to develop a Stormwater Master Plan Update that utilizes the services performed and information collected in Tasks 1 and 2. This task will be conducted in the following three sub-tasks.

3.1 Existing Problems/Needs Assessment
3.2 Hydrologic/Hydraulic Modeling
3.3 Summary of Needed Improvements/Capital Improvements Plan (CIP)

3.1 Existing Problems/ Needs Assessment

The CONSULTANT will meet with the VILLAGE Staff to review stormwater complaints, identify the locations of stormwater problem areas and collect information relative to problem nature, and severity. In addition, the CONSULTANT will visit the VILLAGE during major storm events (rainfall lasting more than one-hour) that occur during the data collection and existing problems/needs assessment phases. The purpose of the visits will be to identify additional stormwater problem areas (locations where roadway flooding extends across an entire travel lane or where buildings appear to be in danger of flooding). Once these areas have been identified, the drainage deficiency map will be modified depicting the stormwater problem areas remaining as they relate to the current stormwater master plan and the additional stormwater problem areas identified as part of this assessment. This exhibit will be provided to the VILLAGE for review.

Once the exhibit depicting stormwater problem areas has been created, the CONSULTANT will meet with the VILLAGE to identify up to eight (8) Priority Sub-basins for Hydrologic/ Hydraulic modeling. The selection of the Priority Sub-basins will be based on the Sub-basin boundaries defined in the previous Stormwater Master Plan and the severity of stormwater problems within each Sub-basin. The exhibit will also indicate stormwater improvements that have been completed since the previous SWMP.

3.2 Hydrologic/Hydraulic Modeling

The CONSULTANT will develop a hydrologic/hydraulic (H/H) stormwater model to evaluate the Priority Sub-basins. All stormwater facilities within a Priority Sub-basin may not be included in the model if they are not required to evaluate the area. The CONSULTANT will develop hydrologic and hydraulic stormwater models for the selected Sub-basins using SFWMD Cascade or another model acceptable to the VILLAGE. Typical data required for these models include:

- Stage/Storage relationships
- Time of Concentration

- Soils Infiltration/Storage
- Impervious Areas
- Curve Number/Runoff Coefficient
- Stormwater Facility Information
- Rainfall Data
- Flow Data
- Conceptual Sea Level Rise Impacts

The design level of service goal for each Priority Sub-basin will be based on recommendations contained in the original Stormwater Master Plan. The CONSULTANT will execute the model for the following storm events:

- 5-year/ 24-hour
- 10-year/ 24-hour
- 25-year/ 72-hour
- 100-year/ 72-hour

Model input and results of existing condition model will be reviewed with VILLAGE prior to proceeding with modeling of alternative solutions. Utilizing the H/H model the CONSULTANT will evaluate solutions for each of the selected Priority Sub-basins. The recommended improvements may include both structural and nonstructural controls to address the stormwater management problems identified.

In addition to storm water management, the CONSULTANT will utilize a spreadsheet model to estimate storm water quality or pollutant load reductions for total suspended solids, total phosphorus, and total nitrogen based on existing load use and proposed water quality improvements.

3.3 Summary of Needed Improvements/Capital Improvements Plan (CIP)

Utilizing the results of the above outlined tasks, the CONSULTANT will summarize the improvements that are needed to upgrade the level of service for the VILLAGE's stormwater system. This task will be summarized in a prioritized manner and will address the opinion of probable cost associated with each improvement.

The VILLAGE's CIP will be presented in a spreadsheet format. Each project will be outlined with a description and corresponding budget. A brief summary of each project including anticipated pollutant load reduction will be included as part of the CIP. The CIP will include updated budgets for projects included in the previous SWMP as well as budgets for improvements to meet level of service goals in the Priority Sub-basins identified in this SWMP Update, and Operation and Maintenance costs for the VILLAGE's storm water system. This scope of work does not include evaluation of the stormwater utility management report, review of the current stormwater utility rate, additional data for project funding, MS4, or CRS

compliance. Those evaluations or supporting documentation can be provide for specific basins as an additional service.

Upon completion of the above noted sub tasks, the CONSULTANT will prepare and distribute two (2) draft copies of the Stormwater Master Plan Update to the VILLAGE. The CONSULTANT will meet with the VILLAGE staff to present the contents of the report.

The CONSULTANT will incorporate comments from the VILLAGE staff and submit 10 copies of the final Stormwater Master Plan Update.

Deliverables:

- Two Draft Reports
- Ten Final Reports

Project Schedule

The CONSULTANT will provide our services as expeditiously as possible and will commence work within ten calendar days following receipt of a notice to proceed. Completion of the SWMP Update will require 7 months. The following is an anticipated breakdown of the schedule:

- Task 1 – 30 days after notice to proceed
- Task 2 – 90 days
- Task 3 – 90 days

The above schedule is subject to change based on VILLAGE review time and the requirement of storm events to occur for site observation.

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **$84,500.00.**

Task	Description	Labor Fee
1	Project Initiation/Meetings	$7,500.00
2	Stormwater Data Collection	$17,500.00
3	Stormwater Master Plan Update	$59,500.00
	LUMP SUM FEE	**$84,500.00**

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA ADOPTING AN AMENDED PROJECTED TIMELINE FOR THE SOLICITATION OF CANDIDATES FOR THE POSITION OF VILLAGE MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Attorney John C. Dellagloria and Co-Sponsored by Village Clerk Missy Arocha)*

WHEREAS, the Village Council retained The Mercer Group to undertake the process of advertising for a Professional Executive Search firm to solicit candidates for the position of Village Manager; and

WHEREAS, a new proposed timeline, attached as (Exhibit "A") will serve as the framework for the selection of the permanent Village Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The projected timeline established by The Mercer Group, attached as Exhibit "A" is hereby adopted.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

From: D Higginbotham
To: Missy Arocha; John Dellagloria
Subject: Search and Recruitment Update
Date: Monday, February 3, 2020 5:12:27 PM
Attachments: Palmetto Bay Projected Timeline DATED.pdf

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Good afternoon Missy,

Just wanted to give you an update of recent events.

I have had communication with every elected official, except Councilmember Singer to which I emailed a second email regarding phone call/email communication and copied you on last week. There has been no response.

After speaking with the elected officials and presenting a projected Timeline, not all councilmembers will be available the week of April 13 - 17 for interviews of the selected finalists. That being the case, with the approval of the elected officials, I recommend we move the interviews to the week of April 20.

I received the information requested from Human Resources. Often, cities state a minimum starting salary based upon qualifications and experience.

Please let me know if you have any questions or need any additional information.

Regards,

Dona

Dona Higginbotham
Mercer Group Florida, LLC
Daytona Beach Shores, FL 32118
dhhiggin@att.net

www.mercergroupincflorida.com

VILLAGE OF PALMETTO BAY
PROJECTED TIMELINE

PROJECTED TIMELINE	DELIVERABLE
One week following execution of agreement **January 29-30**	Kickoff Meeting with appropriate staff. In-person or by conference call, as desired
Week One and Two **February 3-14**	*Develop Characteristics & Attributes of a Successful Candidate. *Develop Compensation Package and Job Description
Week Three **February 17 – 21**	Approve Recruitment Materials
Week Three - Search Officially Opens **February 24**	Access Data Base for Targeted Recruitment of Qualified Individuals Ads Placed
Weeks Three through Seven **February 24 – March 20**	Send Recruitment Materials to potential candidates Invitation Letter
Weeks Three through Seven	Outreach Telephone Calls
As received	Acknowledge Receipt of Application Materials
Week Seven **March 20**	Closing Date for Receipt of Applications as defined
Ongoing through Week Seven	Screen Applications Against Selection Criteria Consultant Interviews of Top Candidates
Week Eight March 23 -27	Meet/conference to Review Top Candidates and assist in the selection of Finalists.
Weeks Nine & Ten **March 30 – April 10**	Conduct Reference and Background Checks
Week Ten	Send Interview Guide for the recommended Finalists
Week Eleven/Twelve **April 13 – 17**	Conduct Interviews of Selected Finalists
Week Eleven/Twelve	Make Selection
Week Eleven/Twelve	Negotiate Agreement
At close of search process	Notify Candidates Not Selected

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MAYOR OF MIAMI-DADE COUNTY TO INCLUDE IN THE PROPOSED SOUTH MIAMI-DADE TRAFFIC STUDY AN ASSESSMENT OF THE IMPACT OF INCREASED TRAFFIC CONGESTION ON PALMETTO BAY NEIGHBORHOODS THAT WILL BE CAUSED BY THE BRIDGING OF CANALS IN THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, vehicular traffic in and around the residential neighborhoods in the arterial and secondary streets of the Village has caused inordinate congestion; and

WHEREAS, the Village Council has been engaging in discussions with the Traffic and Public Works Department of Miami-Dade County expressing concerns over this situation; and

WHEREAS, at a recent meeting with County officials, the Village was advised that the County will be conducting a study of south Miami-Dade traffic that includes the possibility of bridges over certain canals in the Village; and

WHEREAS, the Council wishes to request that the County's study include the effect the bridging of canals will have on the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The above recitals are incorporated as if set forth in full.

Section 2. The Council requests the County to address the following issues when the County conducts the study regarding the construction of the bridges:

(i) An estimate of the expected increase in the number of vehicles on the arterial and secondary streets that will be affected, including induced traffic from neighboring cities and unincorporated Miami-Dade County.

(ii) An estimate of expected cut-through traffic in residential neighborhoods.

(iii) A projection of the likely cut-through routes in the residential neighborhoods.

(iv) An analysis of the impact the bridges will have on pedestrian and bicycle safety, and on noise, pollution and dirt from increased traffic.

(v) A description of county mitigation actions for the residential neighborhoods affected by new bridges.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

John C. Dellagloria
Village Attorney

VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE ONGOING INTERGOVERNMENTAL ACTION AGAINST MIAMI-DADE COUNTY OVER THE STOP SIGNS AT SW 87TH AVENUE AND SW 174TH STREET; AUTHORIZING SPECIAL COUNSEL TO REQUEST THE STAY IN THE PROCEEDINGS BE LIFTED AND TO PROCEED WITH SEEKING INJUCTIVE RELIEF; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham and the members of the Village Council)*

WHEREAS, the Village brought suit seeking injunctive relief to prevent Miami-Dade County from removing existing stop signs at the corner of SW 87th Avenue and SW 174th Street; and

WHEREAS, the litigation was stayed pending exhaustion of the Chapter 164 intergovernmental conflict resolution process; and

WHEREAS, a conflict assessment mediation meeting was held pursuant to Florida Statutes Section 164.1053 on December 12, 2019; and

WHEREAS, as required by Florida Stature 164, subsequent meetings between Village and County staff have taken place to discuss potential resolution of the litigation and to permanently address the safety issues at the intersection of SW 87th Avenue and SW 174th Street; and

WHEREAS, Miami-Dade County representatives have advised the Village that the stop signs will now be removed without the implementation of any other measure to ensure the safety of the public, including Village citizens and residents, at the intersection of SW 87th Avenue and SW 174th Street; and

WHEREAS, pursuant to Florida Statutes Section 164.1041(2), Florida Statutes, the Council finds that an immediate danger to the health, safety and welfare of the public requires immediate action.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The above whereas clauses are incorporated as if set forth in full.

Section 2. Pursuant to Florida Statutes Section 164.1041(2), the Council finds that there is an immediate danger to the health, safety and welfare of the public, and that no further proceedings under Chapter 164 are required or would result in a resolution acceptable to the parties.

Section 3. The Village Council hereby authorizes special counsel to proceed by requesting the Court to lift the stay and to seek an injunction preventing the removal of the above-referenced stop signs.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

John C. Dellagloria
Village Attorney

VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

RESOLUTION NO. 2020-__

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DECLARING A CLIMATE EMERGENCY; URGING THE REGIONAL NEIGHBORS OF THE SOUTH FLORIDA COMMUNITY, STATE OF FLORIDA AND THE UNITED STATES GOVERNMENT TO DECLARE A CLIMATE EMERGENCY; REQUESTING REGIONAL COLLABORATION ON A TRANSITION PLAN AND EMERGENCY MOBILIZATION EFFORT TO RESTORE A SAFE AND SUSTAINABLE CLIMATE FOR CURRENT AND FUTURE RESIDENTS OF PALMETTO BAY; PROCLAIMING A CALL TO ACTION FOR THE VILLAGE MANAGER TO LAUNCH EFFORTS TOWARDS ADAPTATION, MITIGATION AN RESILIENCY STRATEGIES, INCLUDING IMPLEMENTATION OF THE VILLAGE'S CLIMATE CRISIS REPORT, CREATION OF RESILIENCY DEPARTMENT, AND LAUNCHING A GREEN MASTER PLAN; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE (*Sponsored by Mayor Karyn Cunningham***)**

WHEREAS, in April 2016 world leaders from 175 countries recognized the threat of climate change and the urgent need to combat it by signing the Paris Agreement, agreeing to keep the increase in global average temperature to "well below 2°C above pre-industrial levels," and to "pursue efforts to limit the temperature increase to 1.5°C", and

WHEREAS, the Village of Palmetto Bay has experienced the disruption and destruction already wrought by climate change through hurricanes, flooding, and other climatic events, that are also evidenced nationwide and worldwide by increased and intensifying wildfires, floods, rising seas, diseases, droughts, and extreme weather; and

WHEREAS, the Village has forged strategic relationships with the Southeast Florida Regional Climate Change Compact, the Resilient 305 Program through the 100 Resilient Cities Initiative of the Rockefeller Foundation, the Compact of Mayors, and the American Flood Coalition to build a broad coalition to support strengthening the Village's adaptation, mitigation and resiliency initiatives; and

WHEREAS, the Village is committed to pursuing policies and programs that are ecologically sustainable, equitable and just for all such as

prohibiting the use of plastic straws, certain fertilizers, and polystyrene food service articles that negatively impact the Village's environment; and

WHEREAS, the Village further commits to educating its residents about the climate emergency and working to catalyze climate emergency mobilization efforts on local, state, national, and global levels to provide maximum protection for its residents and property owners; and

WHEREAS, the Village desires to follow the format of sustainable development in which economic, environmental, and social justice is held with utmost priority; and

WHEREAS, the Village wishes to act as a global leader by both converting to an ecologically, socially and economically regenerative economy at emergency speed and by catalyzing a unified and coordinated climate emergency mobilization effort; and

WHEREAS, the Village commits to Village-wide climate emergency mobilization efforts to reverse climate change, aiming, with appropriate financial and regulatory assistance from Miami-Dade County, the State of Florida, and Federal authorities, to decrease and minimize Village wide greenhouse gas emissions as quickly as possible to safely drawdown carbon from the atmosphere and accelerate adaptation and resiliency strategies in preparation for intensifying climate impacts; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. Declaration of Climate Emergency:

The Village of Palmetto Bay declares a climate emergency, urges the State of Florida and the United States government to declare a climate emergency, and requests regional collaboration on an immediate emergency mobilization effort to restore a safe climate. The Village Council hereby declares an immediate call to action, consistent with the Village's values and commitment to excellence in residents' well-being, to mobilize and engage in continued efforts to achieve adaption, mitigation and resiliency initiatives aimed at addressing climate impacts.

Section 2. Confirmation:

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 3. Assistance from Neighbors

The Village of Palmetto Bay commits to continuing its resiliency and sustainability efforts, which, with appropriate financial and regulatory assistance from State and Federal authorities, aims to end Palmetto Bay-wide greenhouse gas emissions as quickly as possible and immediately initiates an effort to safely draw down carbon from the atmosphere, ensuring a just transition for residents and accelerating adaptation and resilience strategies in preparation for future potential local climate impacts.

Section 4. Reduction of Greenhouse Gases:

The Village of Palmetto Bay commits to continue educating staff, residents, and visitors on the latest climate science and the need to take local and individual actions to reduce greenhouse gas emissions. Additionally, the Village of Palmetto Bay directs the Department of Community & Development to work with the Office of the Clerk to report back within 90 days on the establishment of a Climate Emergency Mobilization Manager to oversee the village-wide mobilization effort, with all necessary powers to coordinate the Village of Palmetto Bay Climate and Environment programs including the development of a 10-year "Climate Mobilization Action Plan" to guide the climate emergency response, as well as all climate mitigation, resilience, adaptation, engagement education, advocacy, and research and development programs.

Section 5. 2025 and Beyond:

The Village of Palmetto Bay commits to revisiting those goals in 2025 and to continue setting ambitious, meaningful, and impactful energy, water, waste, fossil fuel and greenhouse gas emission reduction targets.

Section 6. Renewable Energy Goal:

The Village of Palmetto Bay will commit to establishing a 100% renewable energy goal in the Village and across the United States.

Section 7. Establishment of the Palmetto Bay Sustainability Division:

The Village of Palmetto Bay commits to developing an internal sustainability and resiliency action team with representation from each Village Department to report back on opportunities and funding to address additional resiliency and sustainability efforts the Village can take. Additionally, the Village will commit to completing and enacting their Green Master Plan which aims to protect the economic, social, and environmental values of Palmetto Bay.

Section 8. Collaboration with Neighbors:

The Village of Palmetto Bay commits to keeping concerns central to all sustainability and resiliency planning processes and to inviting and encouraging such communities to actively participate in the development and implementation of Sustainability and Resiliency Action Plans.

Section 9. Mobilization:

The Village of Palmetto Bay joins a nation-wide call for a global effort focused on rapidly catalyzing a mobilization at all levels of government.

Section 10. Call to Action:

The Village of Palmetto Bay calls on the State of Florida, the United States Congress, the President of the United States, and all governments and people worldwide to provide for resilient and sustainable communities and proper stewardship of the environment.

Section 11. Invitation for Collaboration:

In furtherance of this resolution, the Village of Palmetto Bay shall submit a copy of this resolution to copy of this Resolution to the Speaker of the U.S. House of Representatives, the Majority Leader of the U.S. Senate, to each Florida Senator and Representative in the United States Congress, to the Mayor and members of the Commission of Miami-Dade County, to all municipalities within Miami-Dade County, and to all members of the South Florida Legislative Delegation and request that all relevant support and assistance in effectuating this resolution be provided.

Section 12. Effective Date:

That this Resolution shall become effective upon the date of its adoption herein.

PASSED and **ADOPTED** this ___ day of March 2020.

Attest: _____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____
John Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member David Singer _____

Council Member Patrick Fiore _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

VILLAGE OF PALMETTO BAY

MEMORANDUM

To: Gregory Truitt, Interim Village Manager

Date: March 2, 2020

From: Maria M. Pineda, Community & Economic Development Director

Re: Climate Emergency Resolution

Introduction: The Village of Palmetto Bay has been actively pursuing its sustainability programs for the betterment of economic, environmental and social well-being of its residents. Through this, the Village has received from its residents to declare a village-wide climate emergency. A climate emergency is a formal declaration that officially establishes the community's willingness to combat the climate crisis through greenhouse gas emission regulations and community-wide resiliency initiatives. The climate emergency resolution has eleven (11) components that make it active and effective. Such parts include a reduction of village-wide greenhouses gases, establishing a renewable energy goal, and a call to action from the state of Florida and the United States Federal Government. Multiple municipalities in the United States and around the world have already declared climate emergencies, including many in South Florida such as the:

- City of Miami
- City of Coral Gables
- City of Miami Beach
- Town of Surfside

With the declaration of a climate emergency, the Village of Palmetto Bay can not only establish their promise to reduce carbon emissions but will also establish their Sustainability program within the Village. Through this program, the Village will launch their Green Master Plan that will move Palmetto Bay forward in combating the climate crisis through sustainable initiatives such as incentivizing green businesses through a Green Business program, advancing their level within the Florida Green Building Coalition (FGBC), and resilient building standards throughout the Village.

ITEM 10J

To: Honorable Mayor and Village Council

Date: March 2, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Annual Roadway and Resurfacing – Village-Wide

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF H & R PAVING, INC. TO PROVIDE ROADWAY RESURFACING SERVICES PURSUANT TO INVITATION TO BID (ITB) NO. 1920-11-001; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY TO RESURFACE TWELVE (12) PRIORITIZED STREET LOCATIONS FOR THE AMOUNT OF $170,204.84 AND OTHER LOCATIONS THROUGHOUT THE VILLAGE AS NECESSARY FOR A TOTAL COST FOR ROADWAY RESURFACING NOT TO EXCEED $350,000; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

In order to keep the roadways owned by Palmetto Bay in acceptable functioning order, the Village has set aside a budget for fiscal year 2019-2020 in the amount of $ 350,000.00. The Public Service Department has selected 12 roadways that need upkeep and are in dire need of repair and throughout the year will be looking to resurface other areas that need attention.

The procurement department advertised a bid on October 24, 2019 and received on December 11, 2019 the total of two (2) bids. The lowest most responsive responsible bidder was H.R. Paving, Inc.

RECOMMENDATION:

Administration recommends the approval for the selection of H.R. Paving, Inc. and enter into an agreement with said Company to complete the twelve (12) locations that were recommended for repair by the Public Service Department and use the contractor on an "as-needed" basis if other locations in the future are sited for repair.

FISCAL IMPACT:
The 2019-2020 fiscal budget assigned $ 350,000.00 for roadway repair and resurfacing. The total cost of the twelve (12) locations are $ 170,204.84 leaving $179,795.16 in the budget to resurface other streets on an "as-needed" basis based on the linear foot pricing requested on the ITB for potential future locations.

Attachments:

A. Recommendation Letter
B. Tabulation and Bid Sheets Received
C. Bids Received
    1. H.R. Paving, Inc.
    2. Persant Construction Company, Inc.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF H & R PAVING, INC. TO PROVIDE ROADWAY RESURFACING SERVICES PURSUANT TO INVITATION TO BID (ITB) NO. 1920-11-001; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY TO RESURFACE TWELVE (12) PRIORITIZED STREET LOCATIONS FOR THE AMOUNT OF $170,204.84 AND OTHER LOCATIONS THROUGHOUT THE VILLAGE AS NECESSARY FOR A TOTAL COST FOR ROADWAY RESURFACING NOT TO EXCEED $350,000; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, in order to keep the Village owned streets in good operational order, the Public Service Department is tasked to inspect and flag any roadway that is in need of repair with resident input and visual inspections; and,

WHEREAS, funding in the amount of $350,000 has been allocated in fiscal year 2019-20 for street resurfacing, pavement markings, striping placements and deletion of old pavement markings; and,

WHEREAS, a competitive bid process was followed for street resurfacing with the issuance of an Invitation to Bid (ITB) No. 1920-11-001 on October 24, 2019 to resurface twelve (12) prioritized areas recommended by the Public Service Department; and,

WHEREAS, the ITB also requested itemized pricing for any additional potential areas identified in the future; and,

WHEREAS, the Village received a total of two bids on December 11, 2019 and following the bid review, determined H & R Paving, Inc. to be the lowest responsive and responsible bidder; and,

WHEREAS, the Village wishes to proceed with the selection of H.R. Paving, Inc. to provide roadway resurfacing services pursuant to the issued ITB.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council hereby approves the selection of H.R. Paving, Inc. to resurface the twelve (12) prioritized street locations indicated on the ITB for the amount of $170,204.84 as well as other future locations throughout the Village as necessary for a total cost for roadway resurfacing not to exceed $350,000, and further authorizing the Interim Village Manager to sign the required agreement.

Section 2. This resolution shall become effective upon adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

John Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

Attachment A

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 1/8/2020

ITB#: ITB# 1920-11-001 **Item/Service:** Annual Roadway Resurfacing - Village-Wide

Attach please find the tabulation and bid sheets.

I. Procurement Comments:

There was a total of (2) bids received. H & R Paving, Inc. and Persant Construction Company, Inc.

II. Recommendation:

a. Which bid is being recommended? H & R Paving, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes __X__ No ____

If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes __X__ No ____

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held February 3, 2020.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date 1/8/20

Mr. Ed Silva, Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

Attachment B

Village of Palmetto Bay

Bid Tabulation & Checklist

Annual Roadway and Resurfacing - Village-Wide

Bid Open Date: December 11, 2019 at 3:00pm

	H & R Paving, Inc.	Persant Construction Company, Inc.
Bids per Location		
SW 92nd Court from 164th Street North to End of Cul-de-Sac	$ 10,925.00	$ 13,572.00
SW 94th Court from 181st Terrace South to Dead End	$ 6,821.99	$ 7,520.00
SW 77th Court from 173rd Street North to Dead End	$ 6,419.80	$ 7,744.00
SW 78th Avenue from 170th Street South to Dead End	$ 13,589.00	$ 13,390.00
SW 169th Terrace from 92nd Avenue East to Cul-De-Sac	$ 10,351.60	$ 11,753.20
SW 80th Avenue from 168th Street North to SW 166th Street	$ 19,152.00	$ 21,169.00
SW 78th Court from 166th Street South	$ 16,101.00	$ 18,448.00
SW 166th Street from 82nd Avenue to 81st Avenue	$ 12,988.00	$ 13,807.00
SW 164th Street from 82nd Avenue	$ 11,760.00	$ 13,234.00
SW 84th Avenue from 163rd to 164th Street	$ 11,493.75	$ 12,611.10
SW 164th Terrace from Old Cutler Road East to 72nd Avenue	$ 17,148.70	$ 24,119.90
SW 161st Street from 80th Avenue to 162nd Street	$ 33,454.00	$ 35,969.00
Grand Total of all bid forms 1-12	$ 170,204.84	$ 193,337.20

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Thursday, October 24th, 2019
Publication(s): Daily Business Review

Opened and Received By: Missy Arocha
Village Clerk

H & R Paving

BID FORM 1 OF 13

LOCATION: SW 92 COURT FROM 164 STREET NORTH TO END OF CUL-DE-SAC - APPROX 900 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	50	110.00	5500.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	900	3.88	3492.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	1	350.00	350.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	380.00	380.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	4	8.00	32.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	100	3.00	300.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	117	3.00	351.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	20	6.00	120.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 92 COURT FROM 164 STREET NORTH TO END OF CUL-DE-SAC $10,975.00 ✓

Grand Total 1-12 — $170,204.84

BID FORM 2 OF 13

LOCATION: SW 94 COURT FROM 181 TERRACE SOUTH TO DEAD END - APPROX 370 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	21	110.00	2310.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	370	9.45	3499.99
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	4	6.00	24.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	100	4.00	400.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	11	8.00	88.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 94 COURT FROM 181 TERRACE SOUTH TO DEAD END $6,821.99

BID FORM 3 OF 13

LOCATION: SW 77 COURT FROM 173 STREET NORTH TO DEAD END - APPROX 380 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	22	110.00	2420.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	380	9.21	3499.80
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	0	0	0
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	0	0	0
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 77 COURT FROM 173 STREET NORTH TO DEAD END $6419.80

BID FORM 4 OF 13

LOCATION: SW 78TH AVE FROM 170 STREET SOUTH TO DEAD END - APPROX 1,350 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	75	110.00	8250.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1350	2.50	3375.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	8	6.00	48.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	6.00	1200.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	27	8.00	216.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 78TH AVE FROM 170 STREET SOUTH TO DEAD END $13,589.00

BID FORM 5 OF 13

LOCATION: SW 169 TERRACE FROM 92ND AVENUE EAST TO CUL-DE-SAC - APPROX 794 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	45	110.00	4950.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	794	4.40	3493.60
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	1	350.00	350.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	5	6.00	30
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	100	4.00	400.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	90	6.00	540.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	11	8.00	88.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 169 TERRACE FROM 92ND AVENUE EAST TO CUL-DE-SAC $10,351.60

BID FORM 6 OF 13

LOCATION: SW 80 AVENUE FROM 168 STREET NORTH TO SW 166 STREET - APPROX 1,800 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	100	110.00	11,000.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1800	2.00	3600.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	280.00	280.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	26	6.00	156.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	90	5.00	450.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	5.00	1,000.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	189	6.00	1134.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	129	8.00	1032.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0		
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 80 AVENUE FROM 168 STREET NORTH TO SW 166 STREET $19,152.00

BID FORM 7 OF 13

LOCATION: SW 78TH COURT FROM 166TH STREET SOUTH - APPROX 1,500 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	84	110.00	9240.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1500	2.33	3495.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	3	350.00	1050.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	10	6.00	60.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	72	4.00	288.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	4.00	800.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	70	6.00	420.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	31	8.00	248.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 78TH COURT FROM 166 STREET SOUTH $16,101.00

BID FORM 8 OF 13

LOCATION: SW 166 STREET FROM 82 AVENUE TO 81 AVENUE - APPROX 1,100 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	62	110.00	6820.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1100	3.18	3498.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	280.00	280.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	9	10.00	90.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	96	4.00	384.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	4.00	800.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	72	6.00	432.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	23	8.00	184.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 166 STREET FROM 82 AVENUE TO 81 AVENUE $12,988.00 ✓

BID FORM 9 OF 13
LOCATION: SW 164TH STREET FROM 82ND AVENUE - APPROX 1,000 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	56	110.00	6160.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1,000	3.50	3500.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	280.00	280.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	6	12.00	72.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	83	4.00	332.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	100	4.00	400.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	70	6.00	420.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	12	8.00	96.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 164TH STREET FROM 82ND AVENUE $11,760.00

BID FORM 10 OF 13

LOCATION: SW 84TH AVENUE FROM 163RD TO 164TH STREET - APPROX 667 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	38	110.00	4180.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	667	5.25	3501.75
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	3	350.00	1050.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	4	280.00	1120.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	9	8.00	72.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	4.00	800.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	27	10.00	270.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 84TH AVENUE FROM 163RD TO 164TH STREET $ 11,493.75

BID FORM 11 OF 12

LOCATION: SW 164TH TERRACE FROM OLD CUTLER RD EAST TO 72ND AVENUE - APPROX 1,667 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	93	110.00	10,230.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1667	2.10	3500.70
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	3	280.00	840.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	9	8.00	72.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	122	4.00	488.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	4.00	800.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	85	6.00	510.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	76	8.00	708.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 164TH TERRACE FROM OLD CUTLER RD EAST TO 72ND AVENUE $17,148.70

BID FORM 12 OF 13

LOCATION: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET - APPROX 3,695 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	206	110.00	22,660.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	3695	2.00	7390.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	13	8.00	104.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	4.00	800.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	120	6.00	720.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	28	10.00	280.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	1500.00	1,500.00

TOTAL BID FOR: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET $ 33,454.00

BID FORM 13 OF 13
ADDITIONAL ITEMS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-28	RE-GRADE EXISTING SWALE (WITHOUT SOD; WHEN REQUIRED NU THE ENGINEER)	SQUARE YARDS	1	20.00	20.00
MSR-29	REMOVAL OF EXISTING PAYMENT	SQUARE YARDS	1	20.00	20.00
MSR-30	REGULAR EXCAVATION	SQUARE YARDS	1	18.00	18.00
MSR-31	BORROW EXCAVATION (CONTRACTOR SUPPLIED, TRUCK MEASUREMENT; THIS ITEM IS CONTINGENT	Cubic Yards	1	18.00	18.00
	UPON FIELD CONDITIONS & MAY BE INCREASED, DECREASED, OR ELIMINATED BY ENGINEER	CUBIC YARDS	1	18.00	18.00
MSR-32	EMBANKMENT FOR ROAD BUILD-UP (BORROW MATERIAL FROM CONTRACTOR'S SOURCE)	CUBIC YARDS	1	20.00	20.00
MSR-33	EMBANKMENT MATERIAL FOR SHOULDER (BORROW MATERIAL FROM CONTRACTOR'S SOURCE)	CUBIC YARDS	1	20.00	20.00
MSR-34	SODDING (PENSACOLA BAHIA OR MATCH EXISTING; INCLUDES WATERING	CUBIC YARDS	1	20.00	20.00
MSR-35	RESET EXISTING POST AND SIGN	EACH	1	200.00	200.00
ADDL	4"16" CONCRETE SIDEWALK	SQUARE FEET	1	50.00	50.00
ADDL	ADA ARMOR TILE	EACH	1	450.00	450.00

TOTAL BID FOR: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET $_____

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BID FORM 1 OF 13

LOCATION: SW 92 COURT FROM 164 STREET NORTH TO END OF CUL-DE-SAC - APPROX 900 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	50	$ 160.00	$ 8,000.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	900	$ 2.50	$ 2,250.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	2	$ 750.00	$ 1,500.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	$ 500.00	$ 500.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	4	$ 15.00	$ 60.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	50	$ 10.00	$ 500.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	50	$ 1.50	$ 75.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	17	$ 5.00	$ 85.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	17	$ 6.00	$ 102.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 92 COURT FROM 164 STREET NORTH TO END OF CUL-DE-SAC					$ 13,572.00

BID FORM 2 OF 13

LOCATION: SW 94 COURT FROM 181 TERRACE SOUTH TO DEAD END - APPROX 370 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSP-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	20	$ 240.00	$ 4,800.00
MSP-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	370	$ 6.00	$ 2,220.00
MSP-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSP-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	$ 500.00	$ -
MSP-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	0	$ 15.00	$ -
MSP-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	$ 10.00	$ -
MSP-10	YELLOW, SOLID; 6"	LINEAR FOOT	0	$ 1.50	$ -
MSP-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSP-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSP-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 5.00	$ -
MSP-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 6.00	$ -
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
					$ 7,520.00

TOTAL BID FOR: SW 94 COURT FROM 181 TERRACE SOUTH TO DEAD END

BID FORM 3 OF 13

LOCATION: SW 77 COURT FROM 173 STREET NORTH TO DEAD END - APPROX 380 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	21	$ 240.00	$ 5,040.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	380	$ 5.80	$ 2,204.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	$ 500.00	$ -
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	0	$ 15.00	$ -
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	$ 10.00	$ -
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	0	$ 1.50	$ -
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 5.00	$ -
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 6.00	$ -
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 77 COURT FROM 173 STREET NORTH TO DEAD END					$ 7,744.00

BID FORM 4 OF 13

LOCATION: SW 78TH AVE FROM 170 STREET SOUTH TO DEAD END - APPROX 1,350 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	74	$ 145.00	$ 10,730.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1350	$ 1.60	$ 2,160.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	$ 500.00	$ -
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	0	$ 15.00	$ -
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	$ 10.00	$ -
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	0	$ 1.50	$ -
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 5.00	$ -
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 6.00	$ -
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
					$ 13,390.00

TOTAL BID FOR: SW 78TH AVE FROM 170 STREET SOUTH TO DEAD END

BID FORM 5 OF 13

LOCATION: SW 169 TERRACE FROM 92ND AVENUE EAST TO CUL-DE-SAC - APPROX 794 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	44	$ 170.00	$ 7,480.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	794	$ 2.80	$ 2,223.20
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	1	$ 750.00	$ 750.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	$ 500.00	$ -
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	4	$ 15.00	$ 60.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	50	$ 10.00	$ 500.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	50	$ 1.50	$ 75.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	15	$ 5.00	$ 75.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	15	$ 6.00	$ 90.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 169 TERRACE FROM 92ND AVENUE EAST TO CUL-DE-SAC					**$ 11,753.20**

BID FORM 6 OF 13

LOCATION: SW 80 AVENUE FROM 168 STREET NORTH TO SW 166 STREET - APPROX 1,800 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	99	$ 135.00	$ 13,365.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1800	$ 1.20	$ 2,160.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	4	$ 500.00	$ 2,000.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	12	$ 15.00	$ 180.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	160	$ 10.00	$ 120.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	160	$ 1.50	$ 240.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	176	$ 2.00	$ 320.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	176	$ 3.00	$ 528.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	146	$ 5.00	$ 880.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	146	$ 6.00	$ 876.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 80 AVENUE FROM 168 STREET NORTH TO SW 166 STREET					**$ 21,169.00**

BID FORM 7 OF 13

LOCATION: SW 78TH COURT FROM 166TH STREET SOUTH - APPROX 1,500 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	83	$ 140.00	$ 11,620.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1500	$ 1.50	$ 2,250.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	3	$ 750.00	$ 2,250.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	$ 500.00	$ 500.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	12	$ 15.00	$ 180.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	170	$ 2.00	$ 340.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	170	$ 1.50	$ 255.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	60	$ 2.00	$ 120.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	60	$ 3.00	$ 180.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	23	$ 5.00	$ 115.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	23	$ 6.00	$ 138.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 78TH COURT FROM 166 STREET SOUTH					**$ 18,448.00**

BID FORM 8 OF 13

LOCATION: SW 166 STREET FROM 82 AVENUE TO 81 AVENUE - APPROX 1,100 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSP-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	61	$ 150.00	$ 9,150.00
MSP-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1100	$ 2.00	$ 2,200.00
MSP-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSP-5	ADJUST EXISTING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	$ 500.00	$ 500.00
MSP-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	12	$ 15.00	$ 180.00
MSP-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	200	$ 2.00	$ 400.00
MSP-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	$ 1.50	$ 300.00
MSP-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	67	$ 2.00	$ 134.00
MSP-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	67	$ 3.00	$ 201.00
MSP-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	22	$ 5.00	$ 110.00
MSP-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	22	$ 6.00	$ 132.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
					$ 13,807.00

TOTAL BID FOR: SW 166 STREET FROM 82 AVENUE TO 81 AVENUE

BID FORM 9 OF 13

LOCATION: SW 164TH STREET FROM 82ND AVENUE - APPROX 1,000 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	55	$ 160.00	$ 8,800.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1000	$ 2.20	$ 2,200.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	$ 500.00	$ 500.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	4	$ 15.00	$ 60.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	70	$ 5.00	$ 350.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	70	$ 1.50	$ 105.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	63	$ 2.00	$ 126.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	63	$ 3.00	$ 189.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	14	$ 5.00	$ 70.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	14	$ 6.00	$ 84.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 750.00	$ 750.00
TOTAL BID FOR: SW 164TH STREET FROM 82ND AVENUE					**$ 13,234.00**

BID FORM 10 OF 13

LOCATION: SW 84TH AVENUE FROM 163RD TO 164TH STREET - APPROX 667 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	37	$ 180.00	$ 6,660.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	667	$ 3.30	$ 2,201.10
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	1	$ 750.00	$ 750.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	4	$ 500.00	$ 2,000.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	0	$ 15.00	$ -
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	$ 10.00	$ -
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	0	$ 1.50	$ -
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 5.00	$ -
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 6.00	$ -
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 1,000.00	$ 1,000.00
TOTAL BID FOR: SW 84TH AVENUE FROM 163RD TO 164TH STREET					**$ 12,611.10**

BID FORM 11 OF 12

LOCATION: SW 164TH TERRACE FROM OLD CUTLER RD EAST TO 72ND AVENUE - APPROX 1,667 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	92	$ 170.00	$ 15,640.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1667	$ 2.70	$ 4,500.90
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	3	$ 500.00	$ 1,500.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	12	$ 15.00	$ 180.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	180	$ 2.00	$ 360.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	180	$ 1.50	$ 270.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	81	$ 2.00	$ 162.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	81	$ 3.00	$ 243.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	24	$ 5.00	$ 120.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	24	$ 6.00	$ 144.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 1,000.00	$ 1,000.00
TOTAL BID FOR: SW 164TH TERRACE FROM OLD CUTLER RD EAST TO 72ND AVENUE					**$ 24,119.90**

BID FORM 12 OF 13

LOCATION: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET - APPROX 3,695 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	203	$ 135.00	$ 27,405.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	3695	$ 1.20	$ 4,434.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				$ -
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	2	$ 750.00	$ 1,500.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				$ -
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	$ 500.00	$ -
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	12	$ 15.00	$ 180.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	210	$ 2.00	$ 420.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	210	$ 1.50	$ 315.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	88	$ 2.00	$ 176.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	88	$ 3.00	$ 264.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	25	$ 5.00	$ 125.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	25	$ 6.00	$ 150.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 1,000.00	$ 1,000.00
TOTAL BID FOR: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET					**$ 35,969.00**

BID FORM 13 OF 13

ADDITIONAL ITEMS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-28	RE-GRADE EXISTING SWALE (WITHOUT SOD; WHEN REQUIRED NU THE ENGINEER)	SQUARE YARDS	1	$ 3.00	$ 3.00
MSR-29	REMOVAL OF EXISTING PAYMENT	SQUARE YARDS	1	$ 6.00	$ 6.00
MSR-30	REGULAR EXCAVATION	SQUARE YARDS	1	$ 7.50	$ 7.50
MSR-31	BORROW EXCAVATION (CONTRACTOR SUPPLIED, TRUCK MEASUREMENT; THIS ITEM IS CONTINGENT				
	UPON FIELD CONDITIONS & MAY BE INCREASED, DECREASED, OR ELIMINATED BY ENGINEER	CUBIC YARDS	1	$ 10.00	$ 10.00
MSR-32	EMBANKMENT FOR ROAD BUILD-UP (BORROW MATERIAL FROM CONTRACTOR'S SOURCE)	CUBIC YARDS	1	$ 15.00	$ 15.00
MSR-33	EMBANKMENT MATERIAL FOR SHOULDER (BORROW MATERIAL FROM CONTRACTOR'S SOURCE)	CUBIC YARDS	1	$ 15.00	$ 15.00
MSR-34	SODDING (PENSACOLA BAHIA OR MATCH EXISTING; INCLUDES WATERING	CUBIC YARDS	1	$ 8.00	$ 8.00
MSR-35	RESET EXISTING POST AND SIGN	EACH	1	$ 250.00	$ 250.00
ADDL	4"16" CONCRETE SIDEWALK	SQUARE FEET	1	$ 4.50	$ 4.50
ADDL	ADA ARMOR TILE	EACH	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET					**$ 819.00**

H.R. PAVING, INC.

Invitation to Bid

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Annual Roadway and Resurfacing – Village-wide

ITB NO.:

1920-11-001

DUE DATE:

Wednesday, November 27, 2019 **on or before 3:00 p.m. EST**
Municipal Building

ISSUED: **Thursday, October 24, 2019**

CONTACT PERSONS:

Director of Public Services
Dionisio Torres
Village of Palmetto Bay
dtorres@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Procurement Division
LPittser@palmettobay-fl.gov

1955 N.W. 110 Avenue
Miami, Fl 33172
OFFICE: (305)261-3005
FAX: (305)592-6079

Introduction Letter

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Fl 33157

Annual Roadway and Resurfacing Village-Wide:

HR Paving, Inc. (H & R) is a Miami based Highway Contractor that has been performing work for the Miami-Dade County, City of Miami, City of Miami Beach, City of Coral Gables, City of Hialeah, Monroe County, Broward County, MDX, FDOT and several other local municipalities and Private Sector Groups since it was founded in 1978. **HR Paving, Inc. (H & R)** owns an asphalt plant, as well as all required equipment and personnel to perform all major categories of work on this project including roadway, drainage and asphalt milling & resurfacing. This wide range of expertise will provide and extraordinary advantage yielding high quality projects at the lowest possible cost for the City of Opa- Locka. Additionally, the firm owns a substantial amount of heavy equipment together with asphalt and material processing facilities near the proposed project. **HR Paving, Inc. (H & R)** vast experience, verified excellence in job completion ratings, and local resources insures that the Department will get the most for its dollars as exemplified in several County and various municipalities' projects currently ahead of schedule.

ART SENTI

CONSTRUCTION PROJECT SUPERINDENT

Experience and Qualifications include:

Project Manager, H&R Paving, Inc. 2009-Present
Responsibilities include project management, cost estimating, and contract administration for drainage improvements, sidewalk, road reconstruction, and resurfacing within Miami-Dade County. Other responsibilities included the development of construction status reports, certificates of completion, revision of contractor's payment requisitions, and served as liaison between homeowners and the County in order to provide information regarding construction as well as address concerns received by the public.

Project Manager, Triangle Associates 2007-2009
Responsibilities included management and supervision of eight Miami-Dade County project inspectors, plan review, pre-construction site review, and inspector assignments and scheduling. Responsibilities also include cost estimating, field technical assistance to inspectors, contractor dispute arbitration, final inspection, and project close-out. Other responsibilities include the development of construction status reports, certificates of completion, review of contractor's payment requisitions, and served as liaison between homeowners and the County in order to provide information regarding construction as well as address concerns received by the public.

DERM Senior Drainage Inspector, TY-Lin Int'l / HJ Ross & Assoc. 2006-2007
Provided engineering inspection, cost estimating, and contract management for drainage improvements, sidewalk, road reconstruction, and resurfacing within Miami-Dade County. Other responsibilities included the development of construction status reports, certificates of completion, revision of contractor's payment requisitions, and served as liaison between homeowners and the County in order to provide information regarding construction as well as address concerns received by the public.

Emergency Operator / Disaster Relief / DERM Senior Drainage Inspector, FJ Engineering, Inc. 2005-2006

- Developed and maintained monitoring and reporting systems for emergency debris removal, monitor placement, and grid assignment for Hurricane Wilma. Supervised and monitored field debris removal inspectors for Miami Dade County grids.
- Responsible for survey and construction coordination for the construction of drainage systems, sidewalk, road reconstruction, and asphalt resurfacing. Responsibilities include inspection, shop drawing review, contract administration, and construction management. Reviewed contractor's payment requisitions, created status and analytical reports for drainage Projects, and assisted in the preparation and review of work orders as well as final project documentation and material certifications. Served as liaison between homeowners and the County by providing construction information and addressing concerns received by the public.

Project Inspector, The Corradino Group, 2005-2006
$39M MDX WB 836 Connector to SB HEFT Design/Build project in Miami-Dade County. Project features include construction of four bridges with spread footing foundations, Florida U Beams and structural steel box girders with post tensioned diaphragm superstructures as well as MSE Wall, drainage, signing lighting, guardrail and asphalt. Performed punch list inspection and assisted with final project documentation and material certification.

Project Manager, H&R Paving, Inc. 2002
Project manager for private and public works drainage, paving, and sidewalk construction projects governed by FDOT standards and specifications. Provided field technical assistance, shop drawing review and approval for drainage structures, coordination of underground utilities locations, preparation of bid documents, cost estimating, and forecasting. Procured all construction materials and heavy equipment rentals. Worked with several surety companies to secure bonds. Hired and managed all subcontractors. Administrated contracts and prepared construction schedule and final project documentation.

Contract Administrator (MDCPW Quality Neighborhood Improvement Bond Program), Civil CADD Engineering, Inc. 1999-2000
Responsible for survey and construction coordination for the construction of drainage systems, sidewalk, road reconstruction, and asphalt resurfacing. Responsibilities include inspection, shop drawing review, contract administration, and construction management. Reviewed contractor's payment requisitions, created status and analytical reports for QNIBP Projects, and assisted in the preparation and review of work orders as well as final project documentation and material certifications.

1955 NW 110th Avenue, Miami, Florida 33172 (305) 261-3005 Office (305) 592-6079 Fax

Work History
H&R Paving, Inc.
2009 – Present
Triangle Associates
2007-2009
TY-Lin Int'l/HJ Ross & Associates
2006-2007
FJ Engineering, Inc.
2005-2006
The Corradino Group
2003-2006
GBO Distributing Corp
2002-2003
H&R Paving, Inc.
2002
Civil CaDD Engineering, Inc.
1999-2002
B.A. Carmona & Associates
1997-1999
Sears Roebuck & Co. (Cargil Int'l)
1995-1997

Education
Business Administration & Construction Management, FIU

Licensed Miami-Dade County Paving, Land C&G, and Excavation Engineering Contractor

Professional Registrations/ Certifications
MOT
Intermediate Asphalt Paving Level I
Earthwork Level I
ACI Field Testing Level I
Troxler Nuclear Gauge Safety

ABE RODRIGUEZ

PROJECT COORDINATOR

Mr. Rodriguez is a general manager for over 29 years overseeing all construction operations, committed to provide excellent level of service, quality performance and cost-effective management of resources. He possesses solid experience in managing all levels of multiple roadway construction projects. He has an outstanding ability to deliver mission critical results.

Skill Highlights

- Construction Engineering
- Highway Construction
- Business Operations Organization
- Asphalt Plant
- Roadway Construction
- Supervision of employees
- Core Accomplishments
- Project Management
- Property Management
- Business Development
- Product Development

Certification

- FDOT Asphalt Level I& II Certification
- FDOT Quality Control Manager Certification
- State of Florida Notary Public

Experience & Qualifications (1984 - Present, H&R Paving, Inc., Miami)

- Spearheaded and directed numerous Roadway construction projects for Federal, State & Local governments as well as for the private sector in Florida
- Direct supervision, management and control for roadway projects including manufactures of asphalt, asphalt and concrete, water and sewer
- Highway construction, signalization contracts, landscaping

1955 NW 110th Avenue, Miami, Florida 33172 (305) 261-3005 Office (305) 592-6079 Fax

"EXHIBIT A"

BID FORM SHEETS

(.pdf on separate file – 13 locations)

"EXHIBIT B"

General Conditions File

(General Conditions can be requested by email to LPittser@Palmettobay-fl.gov)

BID FORM 1 OF 13

LOCATION: SW 92 COURT FROM 164 STREET NORTH TO END OF CUL-DE-SAC - APPROX 900 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	50	110.00	5500.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	700	3.88	3492.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	1	350.00	350.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	380.00	380.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	4	8.00	32.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	100	3.00	300.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	117	3.00	351.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	20	6.00	120.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 92 COURT FROM 164 STREET NORTH TO END OF CUL-DE-SAC $10,975.00

Grand Total 1-12 — $170,704.84

BID FORM 2 OF 13

LOCATION: SW 94 COURT FROM 181 TERRACE SOUTH TO DEAD END - APPROX 370 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	21	110.00	2310.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	370	9.45	3499.99
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	4	6.00	24.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	100	4.00	400.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	11	8.00	88.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 94 COURT FROM 181 TERRACE SOUTH TO DEAD END $6,821.99

BID FORM 3 OF 13

LOCATION: SW 77 COURT FROM 173 STREET NORTH TO DEAD END - APPROX 380 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	22	110.00	2420.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	380	9.21	3499.80
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	0	0	0
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	0	0	0
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 77 COURT FROM 173 STREET NORTH TO DEAD END $6,419.80

BID FORM 4 OF 13

LOCATION: SW 78TH AVE FROM 170 STREET SOUTH TO DEAD END - APPROX 1,350 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	75	110.00	8250.
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1350	2.50	3375.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	8	6.00	48.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	6.00	1200.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	27	8.00	216.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 78TH AVE FROM 170 STREET SOUTH TO DEAD END $13,589.00

BID FORM 5 OF 13

LOCATION: SW 169 TERRACE FROM 92ND AVENUE EAST TO CUL-DE-SAC - APPROX 794 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	45	110.00	4950.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	794	4.40	3493.60
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	1	350.00	350.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	5	6.00	30
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	100	4.00	400.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	90	6.00	540.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	11	8.00	88.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 169 TERRACE FROM 92ND AVENUE EAST TO CUL-DE-SAC $10,351.60

BID FORM 6 OF 13

LOCATION: SW 80 AVENUE FROM 168 STREET NORTH TO SW 166 STREET - APPROX 1,800 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	100	110.00	11,000.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1800	2.00	3600.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	280.00	280.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	26	6.00	156.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	90	5.00	450.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	5.00	1,000.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	189	6.00	1134.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	129	8.00	1032.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0		
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 80 AVENUE FROM 168 STREET NORTH TO SW 166 STREET $19,152.00

BID FORM 7 OF 13

LOCATION: SW 78TH COURT FROM 166TH STREET SOUTH - APPROX 1,500 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	84	110.00	9240.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1500	2.33	3495.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	3	350.00	1050.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	10	6.00	60.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	72	4.00	288.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	4.00	800.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	70	6.00	420.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	31	8.00	248.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 78TH COURT FROM 166 STREET SOUTH $16,101.00

BID FORM 8 OF 13

LOCATION: SW 166 STREET FROM 82 AVENUE TO 81 AVENUE - APPROX 1,100 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	62	110.00	6820.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1100	3.18	3498.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	280.00	280.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	9	10.00	90.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	96	4.00	384.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	4.00	800.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	72	6.00	432.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	23	8.00	184.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 166 STREET FROM 82 AVENUE TO 81 AVENUE $12,988.00

BID FORM 9 OF 13

LOCATION: SW 164TH STREET FROM 82ND AVENUE - APPROX 1,000 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	56	110.00	6160.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1,000	3.50	3500.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	280.00	280.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	6	12.00	72.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	83	4.00	332.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	100	4.00	400.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	70	6.00	420.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	12	8.00	96.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 164TH STREET FROM 82ND AVENUE $11,760.00

BID FORM 10 OF 13

LOCATION: SW 84TH AVENUE FROM 163RD TO 164TH STREET - APPROX 667 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	38	110.00	4180.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	667	5.25	3501.75
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	3	350.00	1050.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	4	280.00	1120.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	9	8.00	72.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	4.00	800.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	27	10.00	270.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 84TH AVENUE FROM 163RD TO 164TH STREET $11,493.75

BID FORM 11 OF 12

LOCATION: SW 164TH TERRACE FROM OLD CUTLER RD EAST TO 72ND AVENUE - APPROX 1,667 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	93	110.00	10,230.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1667	2.10	3500.70
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	3	280.00	840.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	9	8.00	72.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	122	4.00	488.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	4.00	800.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	85	6.00	510.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	26	8.00	208.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	500.00	500.00

TOTAL BID FOR: SW 164TH TERRACE FROM OLD CUTLER RD EAST TO 72ND AVENUE $17,148.70

BID FORM 12 OF 13

LOCATION: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET - APPROX 3,695 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	206	110.00	22,660.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	3695	2.00	7390.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	0	0
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	0	0
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	13	8.00	104.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	0	0
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	4,00	800.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	120	6,00	720.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	0	0
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	28	10.00	280.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	0	0
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	1500.00	1,500.00

TOTAL BID FOR: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET $ 33,454.00

BID FORM 13 OF 13
ADDITIONAL ITEMS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-28	RE-GRADE EXISTING SWALE (WITHOUT SOD; WHEN REQUIRED NU THE ENGINEER)	SQUARE YARDS	1	20.00	20.00
MSR-29	REMOVAL OF EXISTING PAYMENT	SQUARE YARDS	1	20.00	20.00
MSR-30	REGULAR EXCAVATION	SQUARE YARDS	1	18.00	18.00
MSR-31	BORROW EXCAVATION (CONTRACTOR SUPPLIED, TRUCK MEASUREMENT; THIS ITEM IS CONTINGENT	Cubic Yards	1	18.00	18.00
	UPON FIELD CONDITIONS & MAY BE INCREASED, DECREASED, OR ELIMINATED BY ENGINEER	CUBIC YARDS	1	18.00	18.00
MSR-32	EMBANKMENT FOR ROAD BUILD-UP (BORROW MATERIAL FROM CONTRACTOR'S SOURCE)	CUBIC YARDS	1	20.00	20.00
MSR-33	EMBANKMENT MATERIAL FOR SHOULDER (BORROW MATERIAL FROM CONTRACTOR'S SOURCE)	CUBIC YARDS	1	20.00	20.00
MSR-34	SODDING (PENSACOLA BAHIA OR MATCH EXISTING; INCLUDES WATERING	CUBIC YARDS	1	20.00	20.00
MSR-35	RESET EXISTING POST AND SIGN	EACH	1	200.00	200.00
ADDL	4"16" CONCRETE SIDEWALK	SQUARE FEET	1	50.00	50.00
ADDL	ADA ARMOR TILE	EACH	1	450.00	450.00

TOTAL BID FOR: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET $_____

ADDENDUM NO. 1

Date: November 20, 2019

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 1920-11-001
Annual Roadway Resurfacing – Village Wide

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on October 24th, 2019 and with a bid opening date of November 27th, 2019, with any amendments and/or additions noted below.

Minutes for Mandatory Pre-Bid Hearing on November 6, 2019

The meeting started at 10:10 am with the Procurement Specialist introducing herself and the Director of Public Service, Dio Torres. The procurement specialist stated that Mr. Dio Torres would be the person in charge of the services advertised and therefore, any technical questions should be addressed to him. The procurement specialist asked if there were any questions as to the deliverables or preparation of the bid. The meeting commenced.

Question: H & R Paving: Question pertains to the bid forms, on all the stripping items there is a quantity of each which is a linear foot item. How do we put it on each item?

Response: Dio Torres, In this case that we are giving it to you street by street, the breakdowns and the limits, I understand what you are saying, you can do a takeoff of the actual linear footage and then calculate it per item. You need to know what the takeoff is anyways because you need to know how much to put back.

Question: Yea, that was the question since there is no quantities only tonnage price how do we enter it?

Response: Dio Torres, we would either change the bids forms to include unit price or...

Procurement Specialist (statement): *Seeing that most of the questions pertain to filling out the bid forms. The best course of action is to change the bid form to include unit costs and show only what has been addressed on the bid form and the miscellaneous items will be moved to just one bid sheet to reflect added or additional costs, if needed.*

Litsy Pittser, Procurement Specialist: Is there any further questions before we adjourn? Going once, going twice. It is 11:35am the mandatory pre-bid meeting for ITB# 1920-11-001 for Annual Roadway Resurfacing – Village-Wide is now adjourned. Thank you for attending.

Procurement Specialist (statement): *New bid sheets are posted as a .pdf file along with this addendum. Please review them, there are two sites that were taken off the list:*

1. *East Hibiscus Street from SW 98th Avenue to 97th Avenue*
2. *Perrine Avenue East Datura Street to SW 175th Terrace*

Added: *SW 161st Street from 80th Avenue to 162nd Street*

I have aerial pictures of the sites for additional illustration. I will send these photos out via email.

*****NEW BID OPENING DATE SHALL BE DECEMBER 11TH 2019 AT 3:00PM EST.*****

(Please note that the New Bid Forms will be posted as a .pdf on the website along with this addendum).

Thank you,

Litsy C. Pittser
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 1920-11-001

Title: Annual Roadway Resurfacing – Village Wide

Name of Contractor H&R Paving Inc.

Date Addendum Received 11/20/19

Total Pages of Addendum including Acknowledgement 3

Print Name Raul Gonzalez

Signature (X)

All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, H & R Paving, Inc. (hereinafter called the Principal), and Philadelphia Indemnity Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Pennsylvania with its principal offices in the Bala Cynwyd, PA Village of and authorized to do business in the State of Florida, and the Village of Palmetto Bay, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid Dollars ($ 5% of Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Annual Roadway Resurfacing

for said Village, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified

above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said H & R Paving, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its attorney-in-fact, under its corporate seal, this 27th day of November, 2019, and attested by its power of attorney, A.D., 20 19.

ATTEST:

_____

H & R Paving, Inc.

By: _____ (Title)
(Principal)

ATTEST:

As per attached power of attorney

_____

Philadelphia Indemnity Insurance Company

By: _____
(Surety) Attorney-in-Fact

Warren M. Alter,

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

730

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of November, 2019.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

SECTION 9.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: (X) _____

Name (typed): RAUL GONZALEZ

Title: President

Company: H & R PAVING INC.

Date: 11/26/19

SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
Striping	Highway Striping	10724 SW 188 St	305-934-8833

REFERENCES

Each proposal must be accompanied by a list of at ***three (3)*** references, which shall include all the information requested below:

FORM

Solicitation Information: Annual Roadway Resurfacing
Invitation to Bid No. 1920-11-001

Name of Company: M & R Paving Inc

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Milling and Resurfacing

Length of Contract: 2 years, various contracts

Would you enter into a contract with the Company in the future? X Yes ___ No

Were the services provided acceptable and of quality standards: X Yes ___ No

Was the Company responsive to your requests and resourceful with the task? X Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: Miami Dade County Public Works

Name of Individual completing this form: Carlos Puling

Signature: [signature] Title: Project Manager

Telephone: 305-505-1494 Email: cpuling@miamidade.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

FORM

Solicitation Information: Annual Roadway Resurfacing
Invitation to Bid No. 1920-11-001

Name of Company: H & R Paving, Inc.

To Whom it May Concern,
The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: City Wide Milling & Resurfacing Project

Length of Contract: 1 year

Would you enter into a contract with the Company in the future? X Yes ____ No

Were the services provided acceptable and of quality standards: X Yes ____ No

Was the Company responsive to your requests and resourceful with the task? X Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:
City of Opa-Locka

Name of Individual completing this form:
Carlos Gonzalez

Signature: _____ Title: Project Manager

Telephone: 305-206-0279 Email: cgonzalez@opalockafl.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of ITB 1920-11-001 the Annual Roadway Resurfacing contract.

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company Name: Harc Pavings Inc.

Date: 11/26/19

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

Raul Gonzalez being first duly sworn, deposes and says that:

(1) (He/she) is the, (Owner, Partner, Officer, Representative or Agent) of: H&R Paving the Company that has submitted the attached Bid;

(2) (He/she) is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company Name: H&R Paving Inc.

Date: 11/26/19

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 26th day of Nov, 2019, before me, the undersigned Notary Public of the State of Florida personally appeared Raul Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Abe Rodriguez

(Name of Notary Public: Print, Stamp or Type as commissioned.)

x o Personally known to me, or
o Produced identification:

Abe Rodriguez
Commission # GG160467
Expires: January 11, 2022
Bonded thru Aaron Notary

(Type of Identification Produced)

o Did take an oath or
x o Did not take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By Raul Gonzalez

For HarC Paving INC.

Whose business address is: 1955 NW 110 Ave Miami FL 33172

And (if applicable) its Federal Employer Identification Number (FEIN) is: 591690152

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a ""public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company Name: Har Paving Inc.

Date: 11/26/19

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 16th day of Nov 2019 before me, the undersigned Notary Public of the State of Florida personally appeared Lauren Zaldo and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Abe Rodriguez
Commission # GG160467
Expires: January 11, 2022
Bonded thru Aaron Notary

NOTARY PUBLIC
SEAL OF OFFICE:
Abe. Rodriguez

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Raul Gonzalez – President

(print individual's name and title)

for: H&R Paving Inc.

(print name of entity submitting sworn statement)

Whose business address is: 1955 NW 110 Ave Miami FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is: 591690152

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: (X) [signature]

Name (typed): Raul Gonzalez

Title: President

Company Name: HAR Paving Inc.

Date: 11/26/19

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 26th day of Nov 2019, before me, the undersigned Notary Public of the State of Florida personally appeared Raul Gonzalez and whose name(s) is/are subscribed to the within instrument and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

[signature]

NOTARY PUBLIC, STATE OF FLORIDA

Abe Rodriguez
Commission # GG160467
Expires: January 11, 2022
Bonded thru Aaron Notary

NOTARY PUBLIC
SEAL OF OFFICE:
Abe Rodriguez
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(COMPANY / BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Raul Gonzalez being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

H&R Paving INC. 1955 NW 110 Ave Miami, FL 33172

Federal Employer Identification Number (If none, Social Security Number)

591690152

Continued on next page

Name of Entity, Individual, Partners or Corporation

Raul Gonzalez. Hav Paving Inc.

Doing Business As (If same as above, leave blank)

1955 NW 110 Ave Miami, FL 33172

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Raul Gonzalez	1955 NW 110 Ave	50 %
Lucricia Gonzalez	1955 NW 110 Ave	50 %
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

H & R Paving Inc.
1955 NW 110 Ave
Miami, FL 33172

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company Name: H & R Paving Inc

Date: 11/26/19

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 26th day of Nov 2019, before me, the undersigned Notary Public of the State of Florida personally appeared Raul Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Abe Rodriguez
Commission # GG160467
Expires: January 11, 2022
Bonded thru Aaron Notary

NOTARY PUBLIC
SEAL OF OFFICE:

Abe Rodriguez

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Hard Paving Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# **1920-11-001**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : Highway Stripings (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: (X)

Name (typed): Raul Gonzalez

Title: President

Company Name: Hard Paving

Date: 11/26/19

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and Hart Paving Inc. or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company Name: Hart Paving

Date: 11/26/19

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 26th day of Nov, 2019, before me, the undersigned Notary Public of the State of Florida personally appeared Raul Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Abe Rodriguez
Commission # GG160467
Expires: January 11, 2022
Bonded thru Aaron Notary

Continued on next page

NOTARY PUBLIC
SEAL OF OFFICE: Abe Rodriguez

(Name of Notary Public: Print, Stamp or Type as commissioned.)

X Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

X Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No

Executed on 11/26/19 at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company Name: Hall Paving

Date: 11/20/19

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) H&R PAVING INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.) 1955 NW 110 AVE

Requester's name and address (optional)

City, state, and ZIP code MIAMI, FL 33172

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			-		-				

Employer identification number
5	9	-	1	6	9	0	1	5	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 11/20/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Invitation to Bid

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Annual Roadway and Resurfacing – Village-wide

ITB NO.:

1920-11-001

DUE DATE:

Wednesday, November 27, 2019 **on or before 3:00 p.m. EST**
Municipal Building

ISSUED: **Thursday, October 24, 2019**

CONTACT PERSONS:

Director of Public Services
Dionisio Torres
Village of Palmetto Bay
dtorres@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Procurement Division
LPittser@palmettobay-fl.gov

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
No. 1920-11-001
ANNUAL ROADWAY RESURFACING – Village-Wide

The Village of Palmetto Bay, Florida is soliciting bids for Village-wide roadway resurfacing. The Village will **receive sealed bids no later than 3:00 p.m.** on or before Wednesday the 27th day of November 2019 (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

A mandatory, pre-bid meeting is scheduled for Wednesday, November 6th, 2019 at 10:00 a.m. at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Thursday, October 24th, 2019. The bid document can be obtained by visiting our website www.palmettobay-fl.gov go to the "business" tab and click Bids & RFP's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, lpittser@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")
ANNUAL ROADWAY RESURFACING

Including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

The Village of Palmetto Bay seeks to obtain bids from qualified General Contractors with roadway project experience to include but not limited to milling, resurfacing, pot-hole repairs, pavement markings and other minor items related with the repair and maintenance of roadways in the Palmetto Bay jurisdiction and right of way.

INSTRUCTION TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. If the Bidder sees an error or discrepancy, immediately alert the procurement specialist. Bidders shall need to visit the sites and measure for accuracy on their bid form.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. All licenses and authority to conduct business in the relevant jurisdiction must be obtained by Bid Opening date.

4. INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing, or the Bidder shall be deemed to have waived all claims associated therewith. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received after **3:00PM on Thursday, November 21st, 2019** will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be considered or relied upon by the Bidder.

5. BID SECURITY

5.1 Bid Security shall be made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a Surety meeting the requirements of paragraph 1.26 of the General Conditions.

5.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Owner may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

All bids must be based on the bid forms attached to this Invitation to Bid (ITB).

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (4 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

Examination of Site

3.01.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project; (b) visit the site to familiarize him or herself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and Bidder waives all claims that same are not in accordance with all data and information with respect to the Project Specifications and/or as provided by Owner; (d) familiarize himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own

expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

3.01.4 The lands upon which the Work is to be performed rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.

3.01.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.02 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Thursday, November 21st, 2019 no later than 3:00pm.

3.03 Addenda to ITB

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

3.04 Proposal Withdrawal and Opening

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

3.05 Revision of Bids

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

3.13 Insurance

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Public Service Office, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.16 Submittal of One Bid Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the particular term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.19 Property of the Village
All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Contract Time
The agreement will commence when signed and shall stay in force until the completion of the project scope.

3.21 Liquidated Damages
Provisions for liquidated damages are set forth in the Contract.

3.22 Litigation
All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.23 Sub-contractors
If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be

forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

3.24 Indemnification

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.25 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest grade workmanship.

3.25.1 Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the specified in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Project Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05, 6.05.A and 6.05.B of the General Conditions which may be supplemented in the Supplementary Conditions.

3.26 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.27 Force Majeure

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.28 Work Delays

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.29 Bid Guaranty

Bid must be accompanied by a bid guaranty in the form of a certified bank check (payable to the Village of Palmetto Bay) or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding $50,000.00 a bid guaranty is not required.

The Bid Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Village believes to have a reasonable chance of receiving the award may be retained by Village until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Village to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

3.30 PERFORMANCE AND MAINTENANCE BONDS

Within ten (10) days of the award of contract, the Contractor shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the Village of Palmetto Bay. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding $50,000.00 a performance and maintenance bonds are not required.

a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.

b. A Labor Payment Bond

(End of Section)

SECTION 4.0: Scope of Services – MINIMUM SPECIFICATIONS

4.1 MINIMUM SPECIFICATIONS

SCOPE OF WORK:
The work consists of clearing the roadway surface area, including the necessary clearing, grading and clean-up of adjacent shoulders, as required and removal of roots (as noted on the plans or directed by the Public Service Director or his representative), to surface the full roadway width with Type S-1 AC having a minimum compacted thickness of not less than 1 inch and also the necessary widening and resurfacing of various intersecting streets.

The surfacing may cover any or all of the following:

1. Application of Asphaltic Concrete surface course to existing wearing surfaces for the purpose of surfacing existing roadways.

2. Application of Asphaltic Concrete leveling courses to existing wearing surfaces prior to and in preparation for Item 1, above.

3. Application of Asphaltic Concrete to previously primed rock roads (primed by others).

4.1.1 The work also includes the necessary base, sub-grade preparation and regular excavation for the widening of narrow roadways and shall be included under payment for Item 331-3A (if applicable). Root removal work shall also be included under this item.

4.1.2 The work also includes the adjustment of manholes not the property of Village of Palmetto Bay as required and directed by the Public Service Director or his representative. These items will be paid for at the contract unit price bid as indicated in the Bid Form of the Proposal. The quantities indicated on the Bid Form may be increased, decreased, or deleted entirely from the contract by the Village depending on occurrence in the field.

4.1.3 Manholes, inlets or valve boxes will be adjusted by the Contractor.

4.1.4 If the adjustment of valve boxes and manholes, other than that shown on bid forms, have not been made by others or authorization to do so under the terms of this contract is not granted by the time the Contractor is ready to apply the asphaltic concrete surface course, then he may proceed to overlay the utilities and mark the opening with an "X".

4.1.5 Application of new and replacement of existing pavement markings and striping (all thermoplastic).

4.1.6 For temporary markings, paint may be used in lieu of tape, but markings will be placed in the permanent (final) alignment. Widths of temporary markings may be slightly altered to allow for permanent thermoplastic coverage.

4.1.7 All services will be performed on an as needed basis as identified and/or requested by the Public Service Director or his duly assigned representative.

4.1.8 The contractor will be required to maintain at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of the specifications.

Work under this contract shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for performing all labor, work, or other operations required for the fulfillment of the contract in strict accordance to the contract documents.

The work shall be complete, and all work, materials, and services not expressly shown or called for in contract documents, which may be necessary for the complete, and proper construction of the work in good faith shall be performed, furnished, and installed by the contractor as though originally so specified or shown, at no additional cost to the Village of Palmetto Bay, Florida.

All bids must be on a lump sum price basis per the proposal form.

All bidders are required to be fully licensed to work in the State of Florida.

4.2 PRE-CONSTRUCTION CONFERENCE

Prior to the commencement of any work, a pre-work conference will be held with the awarded Contractor to discuss project scope, schedule, and any other items, rules or regulations relative to the project to which the Contractor must adhere. The Contractor shall be informed of the time and place of this meeting in written or verbal form in advance of the meeting date. In the event, the Village cancels or otherwise waives the pre-construction conference; the Village shall inform the Contractor in writing of such determination.

The Contractor shall schedule, and conduct the work at times and in a manner, which shall not interfere with scheduled events and activities, and shall not cause annoyance to residents in close proximity to the project location.

4.3 WORK SCHEDULE

All work shall be completed as scheduled. The Contractor shall not work or perform any operations during inclement weather that may destroy or damage the work area. In the event of a severe flood warning, tropical storm warning, or a hurricane warning; the contractor may submit a written request for additional time to complete scheduled work.

Contractors shall recognize that the Village, and possibly other Contractors, may when necessary, conduct other activities and operations at a location near the project.

The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request by the Village Manager or his designee.

4.4 CONSTRUCTION TECHNICAL SPECIFICATIONS:

Technical Specifications are referenced to applicable jurisdictional standards. Technical specifications which are pertinent for the proposed construction are provided in this document, as listed in the table of contents.

4.5 BID FORMS (LOCATED AT THE END OF THIS SOLICITATION) Please note that approximate square yards have been identified. It is the responsibility of the Contractor to accurately measure in order to provide correct costs on the bid forms. VILLAGE OF PALMETTO BAY STICKERS

4.6

TRENCH SAFETY (Please Include this page as part of bid)

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.	N/A	0	0	0	0
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive.

END OF SECTION

5.0 TECHNICAL SPECIFICATIONS

Included with the scope there are special provisions to be included with the general scope. As follows:

DIVISION I – GENERAL "STANDARD SPECIFICATION FOR ROADS AND BRIDGE CONSTRUCTION"

DIVISION II – ALLOWANCES

DIVISION III – MOBILIZATION

DIVISION IV – MAINTENANCE OF TRAFFIC

DIVISION V – PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

DIVISION VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

DIVISION VII - INLETS, MANHOLES AND JUNCTION BOXES

DIVISION VIII - UTILITY RELOCATIONS

Division I

SPECIAL PROVISIONS

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Village of Palmetto Bay.

It is the intent to include Division I of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" as referenced above as a supplement to the General Conditions for this Contract.

Further the applicable portions of the Village of Palmetto Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are located in Division II.

END OF SECTION

Division II Allowances

Part 1 – Scope of Work –Special Provisions

1.01 DEFINITION

A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Village may deem necessary if ordered and authorized by the Village in accordance with the contract documents.

1.02 ALLOWANCE ACCOUNT

A. Monies in the allocation account will be used on issuance of work authorizations, over run of unit bid items provided such over runs are pre-approved in writing by the Village.

B. At the close out of the contract, monies remaining in the allowance account will be credited to the Village by change order.

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

A. Engineer's Duties:

1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.

2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:

a. Product, model and/or class of materials.
b. Accessories and attachments.
c. Supplier and installer as applicable.
d. Cost to Contractor, delivered to the site or installed, as applicable.
e. Warranties
f. Quantities

3. Transmit Owner's decision to the Contractor.

4. Prepare work authorizations and change orders.

B. Contractor's Duties:

1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.

2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.

3. Make appropriate recommendations for consideration of the Engineer.

4. Notify Engineer promptly of:

   a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.

   b. Any effect on the construction schedule anticipated by selection under consideration.

1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE, DELIVERY AND INSTALLATION

A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.

B. Arrange for and process shop drawings, product data and samples, as required.

C. Make all arrangements for delivery.

D. Upon delivery, promptly inspect products for damage or defects.

E. Submit claims for transportation damage.

F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

1.05 ADJUSTMENT OF COSTS

A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change-order. Should work be changed by change order:

The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.

For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.

B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.

C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.

D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

A. The cost shall include a fixed amount per the Bid Form.

B. Use of the allowance account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Village. At the closeout of contract, monies remaining in the allowance account will be credited to the Owner by change order.

C. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

END OF SECTION

Division III – Mobilization

PART 1GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 101-1 Description: This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

END OF SECTION

Division IV – Maintenance of Traffic

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 101-1 Description: This section is expanded to include the following:

The Village shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Village. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Village of Palmetto Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean-up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the cleanup and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

PART 2MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

END OF SECTION

Division V - Prevention, Control, and Abatement of Erosion and Water Pollution

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 104-5 Preconstruction Conference

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule.

Refusal by the Contractor to place his signature on any required documents or certification statements will be considered as default of the Contract. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The contractor shall furnish the Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the approved Erosion Control Plan.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

PART 2MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

PART 3EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

END OF SECTION

Division VI - PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 300-9 – Basis of Payment - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price per square yard of asphalt pavement.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

END OF SECTION

Division VII - INLETS, MANHOLES AND JUNCTION BOXES

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation "Standard Specifications for Roads and Bridge Construction" latest edition be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 425-8.1 New Structures Delete the last sentence and insert the following:

Such prices and payments also shall include all backfilling around the structures; the disposal of surplus material; furnishing and placing of all gratings, meter/valve boxes, frames and covers; and any other necessary fittings.

Article 425-6.8 Adjusting Existing Structures – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT "Standard Specifications for Roads and Bridge Construction".

END OF SECTION

Division VIII - UTILITY RELOCATIONS

PART 1 SCOPE OF WORK

1.01 DEFINITION

A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed drainage pipe and French drain. If a conflict between the proposed drainage pipe location and the existing utility is identified, that cannot be avoided by adjusting the elevations of the pipe, the Contractor shall immediately notify the Engineer. Upon direction from the Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.

1.02 ALLOWANCE ACCOUNT

A. Monies in the allowance account will be used on issuance of a work authorization, pre-approved in writing by the Village.

B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Village by change order.

1.03 PROCEDURE FOR COMPLETING UTILITY RELOCATIONS

A. Engineer's Duties:

1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed drainage pipe or French drain.

2. Provide written authorization to request cost estimate.

3. Transmit Owner's decision to the Contractor.

4. Prepare work authorization.

B. Contractor's Duties:

1. Identify potential conflicts between proposed drainage pipe or French drain and existing utilities by verifying utility locations in the field prior to installation of proposed drainage pipe and notify Engineer of conflicts immediately upon discovery. The Contractor and Engineer shall explore options to avoid the conflicts with the utilities as the first step.

2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Engineer and provide copies of the requested information to the Engineer upon receipt.

3. If authorized by Engineer, coordinate with provider to have utility relocations/ deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.

4. Notify Engineer promptly of:

   a. Any effect on the construction schedule anticipated as a result of utility relocation/ deflection.

1.04 ADJUSTMENT OF COSTS

A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:

   1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.

   2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.

B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.

C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.

D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Village by change order.

B. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

END OF SECTION

SECTION 6
6.00 Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST November 27th, 2019.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section*:**

Introduction letter with contact information
Years in Business
Lead team information
Section 8 (Required Proposal Forms)
Bid Form Cost Sheets
5% Bid Bond
Trench Safety Acknowledgement
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non- responsive.

END OF SECTION

SECTION 7.0: Evaluation and Selection Criteria

7.00 Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact the bidders for additional essential information to complete their score.

END OF SECTION

SECTION 8.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Thursday, October 24th, 2019	Posted on Daily Review and Villages' Website	
Mandatory Pre-Proposal Meeting	Wednesday, November 6th, 2019	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	10:00 AM EST
Last day to Submit Questions	Thursday, November 21st, 2019	Via Email to Lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Wednesday, November 27th, 2019	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

8.01 Contract Award

A. Proposal Retention and Award

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

B. **Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

C. Contract Requirement.

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

"Continued on Next Page"

D. Insurance Requirements.
The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

E. Business License & Tax.
The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

F. Failure to Accept Contract.
The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Completion of Contract.
The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid form have been completed.

END OF SECTION

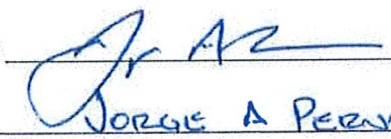
SECTION 9.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: 

Name (typed): JORGE A PERNAS

Title: PRESIDENT

Company: PERSANT CONSTRUCTION CO, INC.

Date: 12/11/19

SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
Asphalt Milling & Paving	PaveTech Inc.	13220 SW 132 Ave	305-498-2327
Striping & Signage	G & B Striping Inc.	18223 SW 143rd PL Miami FL 33177	305-218-5249
Concrete	Patriot Concrete	13220 SW 132 Ave Miami, FL 33186	305-234-0628

REFERENCES

Each proposal must be accompanied by a list of at ***three (3)*** references, which shall include all the information requested below:

FORM

Solicitation Information: Annual Roadway Resurfacing
Invitation to Bid No. 1920-11-001

Name of Company:

To Whom it May Concern,
The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work:
ASPHALT PAVING ROADWAY CONSTRUCTION

Length of Contract: Multiple contracts are 90 days
Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted
services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:
GREAT SERVICE & VERY RESPONSIVE.

Name of Public Entity/Company:
GPE ENGINEERING

Name of Individual completing this form:
LESTER JIMENEZ

Signature: _____ Title: VICE-PRESIDENT

Telephone: 305/828-5307 Email: LESTER@GPEENG.COM

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Lilsy C. Pittser, Procurement Specialist

FORM

Solicitation Information: Annual Roadway Resurfacing;
Invitation to Bid No. 1920-11-001

Name of Company:

To Whom it May Concern,
The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work:
Mill and Overlay and Profile Mill and Overlay from 1" to 3" of Asphalt

Length of Contract:
Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted
services? ✓ Yes No
If you responded no to any of the above please provide details:

Comments:
Honest, qualified and responsive asphalt companies tend to be difficult to find in the tri-county area, When we hire Pavetech we know we don't have to be "on top of them" to verify their work. If there is an issue we didnt catch they bring it up and resolve it to make it right for the client and business/resident.

Name of Public Entity/Company:
City of Boynton Beach, City of Miami, Town of Bal Harbour and City of Wilton Manors

Name of Individual completing this form:
Fausto A. Rozon

Signature: Title: Construction Manager

Telephone: (954)288-0415 Email: faustor@murphypipelines.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Tilsy C. Pittser, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): JORGE A PERNAS

Title: PRESIDENT

Company Name: PERSANT CONSTRUCTION CO, INC.

Date: 12/11/19

ACKNOWLEDGMENT

State of Florida

County of MIAMI- DADE

On this 11th day of, December 2019, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge A. Fernas and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

ANA MARIETTA MENENDEZ
Notary Public – State of Florida
Commission # GG 103146
My Comm. Expires May 27, 2021
Bonded through National Notary Assn.

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)

X Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By JORGE A PERNAS

For PERSANT CONSTRUCTION CO, INC.

Whose business address is: 13175 SW 124 AVE MIAMI, FL 33186

And (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1563178

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a ""public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): JORGE A PERNAS

Title: PRESIDENT

Company Name: PERSANT CONSTRUCTION CO, INC.

Date: 12/11/2019

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of MIAMI-DADE

On this 11th day of, December 2019, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge A. Perez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

ANA MARIETTA MENENDEZ
Notary Public – State of Florida
Commission # GG 103146
My Comm. Expires May 27, 2021
Bonded through National Notary Assn.

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Jorge A. Pernas, President

(print individual's name and title)

for: Persant Construction Co. Inc.

(print name of entity submitting sworn statement)

Whose business address is: 13220 SW 132 Ave. Ste 2. Miami, FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1563178

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ___-___-___.)

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: _____

Name (typed): JORGE A PERNAS

Title: PRESIDENT

Company Name: PERSANT CONSTRUCTION CO, INC

Date: 12/11/2019

ACKNOWLEDGMENT

State of Florida

County of MIAMI-DADE

On this 11th day of, December 2019, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge A. Pernas and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

ANA MARIETTA MENENDEZ
Notary Public - State of Florida
Commission # GG 103146
My Comm. Expires May 27, 2021
Bonded through National Notary Assn.

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)

x Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(COMPANY / BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Jorge A Pernas being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

59-1563178

Federal Employer Identification Number (If none, Social Security Number)

Continued on next page

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite Village State Zip Code

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

JORGE A PERNAS being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
PERSANT CONST. CO, INC. the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): JASON K BARKER

Title: SECRETARY

Company Name: PERSANT CONSTRUCTION CO, INC.

Date: 12/11/19

Continued on next page.

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
Jorge Albert Pernas	12145 SW 90 Ave, Miami	66.67%
Jason Kelly Barket	12240 SW 89 Ave, Miami	33.33%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): Jorge A Pernas

Title: President

Company Name: Pernant Construction Co, Inc.

Date: 12/11/19

ACKNOWLEDGMENT

State of Florida

County of MIAMI-DADE

On this 11th day of December, 2019, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge A. Pernas and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

ANA MARIETTA MENENDEZ
Notary Public – State of Florida
Commission # GG 103146
My Comm. Expires May 27, 2021
Bonded through National Notary Assn.

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Persant construction co. Inc. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, ITB# **1920-11-001**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): JORGE A PERNAS

Title: PRESIDENT

Company Name: PERSANT CONSTRUCTION CO, INC.

Date: 12/11/19

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Jorge A Pernas

Title: President

Company Name: Persant Construction Co, Inc

Date: 12/11/19

ACKNOWLEDGMENT

State of Florida

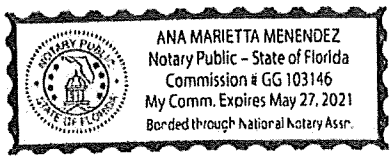
County of Miami-Dade

On this 11th day of December, 2019, before me, the undersigned Notary Public of the State of Florida personally appeared Jorge A. Pernas and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page



NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

NO.

Executed on 12/11/19 at 13175 SW 124th Ave, Miami, FL. 33186
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: [signature]

Name (typed): JORGE A PEDRAS

Title: PRESIDENT

Company Name: PEDRAS CONSTRUCTION CO, INC.

Date: 12/11/19

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
PERSANT CONSTRUCTION CO. INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
13220 SW 132 Ave. Ste 2.

Requester's name and address (optional)

City, state, and ZIP code
Miami, FL 33186

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
59 - 1563178

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12/11/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 10.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Annual Roadway Resurfacing – Village-wide**
ITB No. 1920-11-001 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contact and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from _____.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Annual Roadway Resurfacing – Village-wide**
ITB No. 1920-11-001 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is _____, 20__. Completion date shall be _____, 20__.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: _____
Litsy C. Pittser, Procurement Specialist

BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of _____ Dollars ($_____), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the construction of an **Annual Roadway Resurfacing – Village-wide** (ITB No. 1920-11-001).

Company: PERSANT CONSTRUCTION CO, INC.

Name: JORGE A PERNAS

Signature: [signature]

Title/Position: PRESIDENT

TO THE VILLAGE OF PALMETTO BAY:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as known, hereinafter called Village, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the Village, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

Continued on next page

SIGNED, SEALED AND DATED THIS _____ DAY OF_____ ,20___ .

Federal Tax I.D.# _____

CONTRACTOR License I.D.#: _____

Principal _____ Surety _____

PERFORMANCE BOND

PROJECT TITLE: Annual Roadway Resurfacing
CONTRACTOR:
CONTRACT NO: 1920-11-001
CONTRACT DATED:

STATE OF §_____
§_____
COUNTY OF
§_____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ _____Of the Village of _____, County of _____, and State of _____, as Principal, and _____, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Village of Palmetto Bay, as Obligee, in the penal sum of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the _____ day of _____, 20____, for the construction of **Annual Roadway Resurfacing – Village-wide**, which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if

Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there

should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness: _____

Address: _____

Principal

By: _____

Name: _____

Title: _____

Address: _____

_____

Witness: _____

Address: _____

Surety

By: _____

Name: _____
(Print)

Title: _____

Address: _____

_____

Continued on next page

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address:

_____

Phone:

_____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Annual Roadway Resurfacing
CONTRACTOR:
CONTRACT NO: 1920-11-001
CONTRACT DATED:

STATE OF § FLORIDA

COUNTY OF §__MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the Village of _____ , County of _____, State of _____, as Principal, and _____, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of $_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.
THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of an **Annual Roadway Resurfacing – Village-wide**, the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

Continued on next page

DATED on _____, 20_____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness: _____

Address: _____

_____

Principal

By: _____

_____

Name:_____

Witness: _____

Address:

Surety

By:

Name:

_____

(Print)

Title: _____

Title:

_____

Address: _____

_____

Address: _____

_____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Annual Roadway Resurfacing – Village-wide**

Request for Proposal#: 1920-11-001

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20___, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.

2. The Contractor for and in consideration of payment to the Contractor in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.

3. The Contractor, by authorization and for the Contractor, further releases and forever Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.

4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.

5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner,

Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.

6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

_____
Print Name

By:_____
_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay
Project: **Annual Roadway Resurfacing – Village-wide**

RFP# 1920-11-001

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20___, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.

2. The Contractor for and in consideration of final payment to the Contractor in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for Work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner.

3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner for Work at the Project, including all change orders thereto, either oral or written, and any and all claims, demands, and liens of any kind, nature and character whatsoever.

4. All work performed under the Contract with Owner on the Project has been fully completed and that all persons, entities, Potential Lienors (subcontractors, sub-subcontractors, suppliers, laborers and materialmen) and other claimants who furnished material, labor and/or services for the Project have been paid in full.

5. This Affidavit and Final Release is made by the Contractor with full knowledge of the applicable

laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Contractor expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract at the Project.

6. The Contractor warrants that in connection with the Work performed on the Project, there are no outstanding contractors' liens affecting the Project, that all amounts due and payable with respect to the Work performed by the Contractor (including Social Security, Unemployment, Insurance, Sales, Use and any other taxes), Union dues, and fringe benefits to employees, if any, have been duly paid to date and/or are included in the application for final payment. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all Work performed on the Project in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

_____
Print Name

By:_____

_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

Owner: Village of Palmetto Bay
Project: **Annual Roadway Resurfacing – Village-wide**

Invitation to Bid#: 1920-11-001

Date: _____

WHEREAS, the Undersigned _____ in consideration of payment in the amount of $_____ which is hereby acknowledged, does waive, release and relinquish its right to claim a lien or liens for work performed and/or materials furnished to the Owner on the Project through the above date. In addition, Undersigned does waive, release and relinquish its right to claim against the Payment Bond of Contractor. This Waiver and Release of Lien Upon Progress Payment is given pursuant to Section 713.20(3) of the Construction Lien law.

The Undersigned expressly agrees to indemnify and save Owner and the Project harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of any claims by any claimant who might claim that they have not been paid for services or material furnished by or through the Undersigned for the Project through the above date.

Company: _____(Seal)

Print: _____

By: _____

Print: _____

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: **Annual Roadway Resurfacing – Village-wide**

Invitation to Bid#: 1920-11-001
Date: _____

The Undersigned _____, for and in consideration of the final payment in the sum of $_____, hereby acknowledges receipt of final payment and all previous payments paid to Undersigned. In consideration of the payments received as set forth above, the undersigned hereby:

1. Represents that all work to be performed by Undersigned for the Project has been fully completed and that all persons, entities, lienors and claimants who furnished material, labor and/or services incident to the completion of said work and through the Undersigned have been paid in full.

2. Does waive, release, remise and relinquish its right to claim, demand, or impose a lien or liens or make any claim against the Payment Bond of the Contractor, for work done or materials and/or services furnished on any of the premises or property owned by the Owner.

3. Warrants that the work performed by the Undersigned on the Project (including the work performed by any person or company working through the Undersigned) is and shall be lien free, and that any person or company hired by the Undersigned does not have, nor shall have, any right to place any contractors' lien or other lien, bond, claim or other encumbrance on the Project or the property of the Owner.

4. States that this Final Release of Lien is made by the Undersigned with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Undersigned expressly agrees to indemnify and hold the Owner harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of claims by any laborers, subcontractors, sub-subcontractors, materialmen, lienors or other claimants who might claim that they have not been paid for services or material furnished by or through Undersigned in connection with the work performed on the Project.

Continued on next page

Company:_____(Seal)

_____
Print Name

By:_____

_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

SECTION 11.0: Exhibits

AGREEMENT

VILLAGE OF PALMETTO BAY

Annual Roadway Resurfacing – Village-wide

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and _____ authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Invitation to Bid ("ITB") on _____, and

WHEREAS, Company submitted a Bid dated _____ in response to the Village's request, and

WHEREAS, at a meeting held on _____, the Village Council awarded the Company and agreed to enter into an Agreement with said Company to perform the services described in the ITB and Company's Bid submitted in response to the ITB ("Goods"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Bid Documents prepared by the Village for the construction of an **Annual Roadway Resurfacing – Village-wide**

(ii) Proposal for the Village of Palmetto Bay prepared by Company dated _____. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

Article 2 Scope of Work

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Contractor hereby agrees to furnish all the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the Work, herein referred to as the work in accordance with the ITB Bid form Sheets and throughout the contractual terms and conditions.

A. Company agrees to provide the Goods (hereinafter inclusively referred to as the "Goods") as specifically described, and under the terms and conditions set forth in Exhibit 1.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services to produce the goods: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned and (iv) the Goods will be performed in the manner described in Exhibit 2.

C. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Article 3 Qualifications

The Company and the individual executing this Agreement on behalf of the Company warrant to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Company acknowledges that due to the nature of this contract, that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Company shall submit invoices detailing total cost of the project. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Public Services Office, 9495 SW 180 Street, Palmetto Bay, FL 33157.

Article 5 Reports

For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to Dionisio Torres, Director of Public Services.

Article 6 Termination

A. **Termination/Cancellation of Contract Without Cause**
Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation of the contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the contract.

B. **Termination Because of Default**
Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until the goods and services described in Exhibit 1 have been completed and the Village has satisfactorily accepted the work performed.

Article 9 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials.

The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10 Indemnification

Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or Sub-Contractors. Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 11 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Company liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

Article 12 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 13 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 14 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15 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 construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 16 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Dionisio Torres, Director
Public Services Department
Village of Palmetto Bay
9495 SW 180 Street
Palmetto Bay, FL 33157

Company:

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17 Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be sub-contracted unless the Company obtains prior written consent from the Village. Approved sub-contractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all sub-contractors' acts, errors or omissions.

Article 18 Prohibition Against Contingent Fees

Company warrants that it has no employees or retained any Company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Company, corporation, individual or Company, other than a bond fide employee working solely for Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 20 Conflict of Interest

Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 21 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 22 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 23 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 24 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 25 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 26 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 27 Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 28 Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 29 Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work when applicable.

Article 30 Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 31 Public and Employee Safety

Whenever the Company operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees. If applicable, to the scope.

Article 32 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 33 Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 34 Company Non-Discrimination

In the award of subcontracts or in performance of this work, the Company agrees that it will not engage in, nor permit such sub-company as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 35 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Companies are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company and all sub-contractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company or sub-contractors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company and all sub-contractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or

trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of the Company becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 36 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 37 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 38 Contract Time

38.1 The contract term commences after the contract has been fully executed and the completion date is after all the scope of the project and the bid forms have been completed and the Village has accepted the work performed.

38.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER One Thousand and 00/100 dollars ($1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the CONTRACTOR's Applications for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 39. CONTRACT PRICE.

39.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and the Bid Forms Cost Sheet provided for payment request purposes in current funds as follows (contract price is the summation of all the bid sheets):

Contract Price $_____

Contract Price (in words) _____

_____

Article 40. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

40.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Application for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 14.01 of the General Conditions and the requirements of the Contract Documents.

40.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

40.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

40.1.3 Final Payment. Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

Article 41. INTEREST. Not Applicable

Article 42. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into the Contract, CONTRACTOR makes the following representations:

42.1. CONTRACTOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that CONTRACTOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and CONTRACTOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which CONTRACTOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

42.2. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

42.3. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

42.4. CONTRACTOR has correlated and considered the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents and in reaching the Contract Price and Contract Time.

42.5. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR. CONTRACTOR shall not rely on any conflicts, errors or discrepancies that CONTRACTOR knew or should have known exist in the Contract Documents as a basis for a claim for an extra to the Contract Price or Contract Time.

Continued on Next Page

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

Edward Silva
Print Name

Village Manager
Title

COMPANY

_____

ADDRESS
_____
_____

BY _____

_____
Print Name

_____
Title

ATTEST

_____
Missel Arocha
Village Clerk

APPROVED AS TO FORM BY

_____
Village Attorney

_____
Witness

_____
Print Name

"EXHIBIT A"

BID FORM SHEETS

(.pdf on separate file – 13 locations)

"EXHIBIT B"

General Conditions File

(General Conditions can be requested by email to LPittser@Palmettobay-fl.gov)

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 1920-11-001

Title: Annual Roadway Resurfacing – Village Wide

Name of Contractor PERSANT CONSTRUCTION CO, INC.

Date Addendum Received 11/20/19

Total Pages of Addendum including Acknowledgement 3

Print Name JORGE A PERNAS

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.

ADDENDUM NO. 1

Date: November 20, 2019

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 1920-11-001
Annual Roadway Resurfacing – Village Wide

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on October 24th, 2019 and with a bid opening date of November 27th, 2019, with any amendments and/or additions noted below.

Minutes for Mandatory Pre-Bid Hearing on November 6, 2019

The meeting started at 10:10 am with the Procurement Specialist introducing herself and the Director of Public Service, Dio Torres. The procurement specialist stated that Mr. Dio Torres would be the person in charge of the services advertised and therefore, any technical questions should be addressed to him. The procurement specialist asked if there were any questions as to the deliverables or preparation of the bid. The meeting commenced.

Question: H & R Paving: Question pertains to the bid forms, on all the stripping items there is a quantity of each which is a linear foot item. How do we put it on each item?

Response: Dio Torres, In this case that we are giving it to you street by street, the breakdowns and the limits, I understand what you are saying, you can do a takeoff of the actual linear footage and then calculate it per item. You need to know what the takeoff is anyways because you need to know how much to put back.

Question: Yea, that was the question since there is no quantities only tonnage price how do we enter it?

Response: Dio Torres, we would either change the bids forms to include unit price or...

Procurement Specialist (statement): *Seeing that most of the questions pertain to filling out the bid forms. The best course of action is to change the bid form to include unit costs and show only what has been addressed on the bid form and the miscellaneous items will be moved to just one bid sheet to reflect added or additional costs, if needed.*

Litsy Pittser, Procurement Specialist: Is there any further questions before we adjourn? Going once, going twice. It is 11:35am the mandatory pre-bid meeting for ITB# 1920-11-001 for Annual Roadway Resurfacing – Village-Wide is now adjourned. Thank you for attending.

Procurement Specialist (statement): *New bid sheets are posted as a .pdf file along with this addendum. Please review them, there are two sites that were taken off the list:*

1. *East Hibiscus Street from SW 98th Avenue to 97th Avenue*
2. *Perrine Avenue East Datura Street to SW 175th Terrace*

Added: *SW 161st Street from 80th Avenue to 162nd Street*

I have aerial pictures of the sites for additional illustration. I will send these photos out via email.

*****NEW BID OPENING DATE SHALL BE DECEMBER 11TH 2019 AT 3:00PM EST.*****

(Please note that the New Bid Forms will be posted as a .pdf on the website along with this addendum).

Thank you,

Litsy C. Pittser
Procurement Specialist

BID FORM 1 OF 13

LOCATION: SW 92 COURT FROM 164 STREET NORTH TO END OF CUL-DE-SAC - APPROX 900 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSE-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	50	$ 160.00	$ 8,000.00
MSE-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	900	$ 2.50	$ 2,250.00
MSE-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	2	$ 750.00	$ 1,500.00
MSE-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	$ 500.00	$ 500.00
MSE-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	4	$ 15.00	$ 60.00
MSE-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	50	$ 10.00	$ 500.00
MSE-10	YELLOW, SOLID; 6"	LINEAR FOOT	50	$ 1.50	$ 75.00
MSE-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSE-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSE-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	17	$ 5.00	$ 85.00
MSE-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	17	$ 6.00	$ 102.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 92 COURT FROM 164 STREET NORTH TO END OF CUL-DE-SAC					**$ 13,572.00**

BID FORM 2 OF 13

LOCATION: SW 94 COURT FROM 181 TERRACE SOUTH TO DEAD END - APPROX 370 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSE-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	20	$ 240.00	$ 4,800.00
MSE-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	370	$ 6.00	$ 2,220.00
MSE-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSE-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	$ 500.00	$ -
MSE-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	0	$ 15.00	$ -
MSE-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	$ 10.00	$ -
MSE-10	YELLOW, SOLID; 6"	LINEAR FOOT	0	$ 1.50	$ -
MSE-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSE-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSE-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 5.00	$ -
MSE-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 6.00	$ -
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
					$ 7,520.00

TOTAL BID FOR: SW 94 COURT FROM 181 TERRACE SOUTH TO DEAD END

BID FORM 3 OF 13

LOCATION: SW 77 COURT FROM 173 STREET NORTH TO DEAD END - APPROX 380 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSP-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	21	$ 240.00	$ 5,040.00
MSP-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	380	$ 5.80	$ 2,204.00
MSP-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSP-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	$ 500.00	$ -
MSP-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	0	$ 15.00	$ -
MSP-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	$ 10.00	$ -
MSP-10	YELLOW, SOLID; 6"	LINEAR FOOT	0	$ 1.50	$ -
MSP-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSP-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSP-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 5.00	$ -
MSP-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 6.00	$ -
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
TOTAL BID FOR: **SW 77 COURT FROM 173 STREET NORTH TO DEAD END**					**$ 7,744.00**

BID FORM 4 OF 13

LOCATION: SW 78TH AVE FROM 170 STREET SOUTH TO DEAD END - APPROX 1,350 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	74	$ 145.00	$ 10,730.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1350	$ 1.60	$ 2,160.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	$ 500.00	$ -
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	0	$ 15.00	$ -
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	$ 10.00	$ -
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	0	$ 1.50	$ -
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 5.00	$ -
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 6.00	$ -
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
					$ 13,390.00

TOTAL BID FOR: SW 78TH AVE FROM 170 STREET SOUTH TO DEAD END

BID FORM 5 OF 13

LOCATION: SW 169 TERRACE FROM 92ND AVENUE EAST TO CUL-DE-SAC - APPROX 794 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	44	$ 170.00	$ 7,480.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	794	$ 2.80	$ 2,223.20
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	1	$ 750.00	$ 750.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	$ 500.00	$ -
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	4	$ 15.00	$ 60.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	50	$ 10.00	$ 500.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	50	$ 1.50	$ 75.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	15	$ 5.00	$ 75.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	15	$ 6.00	$ 90.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 169 TERRACE FROM 92ND AVENUE EAST TO CUL-DE-SAC					**$ 11,753.20**

BID FORM 6 OF 13

LOCATION: SW 80 AVENUE FROM 168 STREET NORTH TO SW 166 STREET - APPROX 1,800 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR 2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	99	$ 135.00	$ 13,365.00
MSR 3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1800	$ 1.20	$ 2,160.00
MSR 4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSR 5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	4	$ 500.00	$ 2,000.00
MSR 6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	12	$ 15.00	$ 180.00
MSR 9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	160	$ 10.00	$ 120.00
MSR 10	YELLOW, SOLID; 6"	LINEAR FOOT	160	$ 1.50	$ 240.00
MSR 13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	176	$ 2.00	$ 320.00
MSR 14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	176	$ 3.00	$ 528.00
MSR 17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	146	$ 5.00	$ 880.00
MSR 18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	146	$ 6.00	$ 876.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 80 AVENUE FROM 168 STREET NORTH TO SW 166 STREET					**$ 21,169.00**

BID FORM 7 OF 13

LOCATION: SW 78TH COURT FROM 166TH STREET SOUTH - APPROX 1,500 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	83	$ 140.00	$ 11,620.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1500	$ 1.50	$ 2,250.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	3	$ 750.00	$ 2,250.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	$ 500.00	$ 500.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	12	$ 15.00	$ 180.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	170	$ 2.00	$ 340.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	170	$ 1.50	$ 255.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	60	$ 2.00	$ 120.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	60	$ 3.00	$ 180.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	23	$ 5.00	$ 115.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	23	$ 6.00	$ 138.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 78TH COURT FROM 166 STREET SOUTH					**$ 18,448.00**

BID FORM 8 OF 13

LOCATION: SW 166 STREET FROM 82 AVENUE TO 81 AVENUE - APPROX 1,100 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSP-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	61	$ 150.00	$ 9,150.00
MSP-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1100	$ 2.00	$ 2,200.00
MSP-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSP-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	$ 500.00	$ 500.00
MSP-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	12	$ 15.00	$ 180.00
MSP-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	200	$ 2.00	$ 400.00
MSP-10	YELLOW, SOLID; 6"	LINEAR FOOT	200	$ 1.50	$ 300.00
MSP-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	67	$ 2.00	$ 134.00
MSP-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	67	$ 3.00	$ 201.00
MSP-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	22	$ 5.00	$ 110.00
MSP-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	22	$ 6.00	$ 132.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 500.00	$ 500.00
					$ 13,807.00

TOTAL BID FOR: SW 166 STREET FROM 82 AVENUE TO 81 AVENUE

BID FORM 9 OF 13

LOCATION: SW 164TH STREET FROM 82ND AVENUE - APPROX 1,000 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	55	$ 160.00	$ 8,800.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1000	$ 2.20	$ 2,200.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	1	$ 500.00	$ 500.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	4	$ 15.00	$ 60.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	70	$ 5.00	$ 350.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	70	$ 1.50	$ 105.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	63	$ 2.00	$ 126.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	63	$ 3.00	$ 189.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	14	$ 5.00	$ 70.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	14	$ 6.00	$ 84.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 750.00	$ 750.00
TOTAL BID FOR: SW 164TH STREET FROM 82ND AVENUE					**$ 13,234.00**

BID FORM 10 OF 13

LOCATION: SW 84TH AVENUE FROM 163RD TO 164TH STREET - APPROX 667 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	37	$ 180.00	$ 6,660.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	667	$ 3.30	$ 2,201.10
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	1	$ 750.00	$ 750.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	4	$ 500.00	$ 2,000.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	0	$ 15.00	$ -
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	0	$ 10.00	$ -
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	0	$ 1.50	$ -
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 2.00	$ -
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	0	$ 3.00	$ -
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 5.00	$ -
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	0	$ 6.00	$ -
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 1,000.00	$ 1,000.00
TOTAL BID FOR: SW 84TH AVENUE FROM 163RD TO 164TH STREET					**$ 12,611.10**

BID FORM 11 OF 12

LOCATION: SW 164TH TERRACE FROM OLD CUTLER RD EAST TO 72ND AVENUE - APPROX 1,667 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	92	$ 170.00	$ 15,640.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	1667	$ 2.70	$ 4,500.90
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	0	$ 750.00	$ -
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	3	$ 500.00	$ 1,500.00
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	12	$ 15.00	$ 180.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	180	$ 2.00	$ 360.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	180	$ 1.50	$ 270.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	81	$ 2.00	$ 162.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	81	$ 3.00	$ 243.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	24	$ 5.00	$ 120.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	24	$ 6.00	$ 144.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 1,000.00	$ 1,000.00
TOTAL BID FOR: SW 164TH TERRACE FROM OLD CUTLER RD EAST TO 72ND AVENUE					**$ 24,119.90**

BID FORM 12 OF 13

LOCATION: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET - APPROX 3,695 SQ YDS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-2	ASPHALT CONCRETE (TYPE 1" THICK)	TON	203	$ 135.00	$ 27,405.00
MSR-3	MILLING EXISTING PAVEMENT (1") PAYMENT WITH GREATER CUTS WILL BE PAID PROPORTIONALLY)	SQUARE YARDS	3695	$ 1.20	$ 4,434.00
MSR-4	ADJUST MANHOLE (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE INCREASED,				$ -
	DECREASED OR ELIMINATED BY ENGINEER)	EACH	2	$ 750.00	$ 1,500.00
MSR-5	ADJUST EXISITING VALVE BOXES (THIS ITEM IS CONTINGENT UPON FIELD CONDITIONS AND MAY BE				$ -
	INCREASED, DECREASED OR ELIMINATED BY THE ENGINEER)	EACH	0	$ 500.00	$ -
MSR-6	REFLECTIVE PAVEMENT MARKERS (CLASS B: MONO OR BI-DIRECTIONAL, ALL COLORS)	EACH	12	$ 15.00	$ 180.00
MSR-9	TEMPORARY PAVEMENT MARKING (WHITE/YELLOW: SOLID; 6")	LINEAR FOOT	210	$ 2.00	$ 420.00
MSR-10	YELLOW, SOLID; 6"	LINEAR FOOT	210	$ 1.50	$ 315.00
MSR-13	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 12")	LINEAR FOOT	88	$ 2.00	$ 176.00
MSR-14	THERMOPLASTIC (WHITE: SOLID; 12")	LINEAR FOOT	88	$ 3.00	$ 264.00
MSR-17	TEMPORARY PAVEMENT MARKING (WHITE: SOLID; 24")	LINEAR FOOT	25	$ 5.00	$ 125.00
MSR-18	THERMOPLASTIC (WHITE: SOLID; 24")	LINEAR FOOT	25	$ 6.00	$ 150.00
MOT	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$ 1,000.00	$ 1,000.00
TOTAL BID FOR: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET					**$ 35,969.00**

BID FORM 13 OF 13

ADDITIONAL ITEMS

BID ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
MSR-28	RE-GRADE EXISTING SWALE (WITHOUT SOD; WHEN REQUIRED NU THE ENGINEER)	SQUARE YARDS	1	$ 3.00	$ 3.00
MSR-29	REMOVAL OF EXISTING PAYMENT	SQUARE YARDS	1	$ 6.00	$ 6.00
MSR-30	REGULAR EXCAVATION	SQUARE YARDS	1	$ 7.50	$ 7.50
MSR-31	BORROW EXCAVATION (CONTRACTOR SUPPLIED, TRUCK MEASUREMENT; THIS ITEM IS CONTINGENT				
	UPON FIELD CONDITIONS & MAY BE INCREASED, DECREASED, OR ELIMINATED BY ENGINEER	CUBIC YARDS	1	$ 10.00	$ 10.00
MSR-32	EMBANKMENT FOR ROAD BUILD-UP (BORROW MATERIAL FROM CONTRACTOR'S SOURCE)	CUBIC YARDS	1	$ 15.00	$ 15.00
MSR-33	EMBANKMENT MATERIAL FOR SHOULDER (BORROW MATERIAL FROM CONTRACTOR'S SOURCE)	CUBIC YARDS	1	$ 15.00	$ 15.00
MSR-34	SODDING (PENSACOLA BAHIA OR MATCH EXISTING; INCLUDES WATERING	CUBIC YARDS	1	$ 8.00	$ 8.00
MSR-35	RESET EXISTING POST AND SIGN	EACH	1	$ 250.00	$ 250.00
ADDL	4"16" CONCRETE SIDEWALK	SQUARE FEET	1	$ 4.50	$ 4.50
ADDL	ADA ARMOR TILE	EACH	1	$ 500.00	$ 500.00
TOTAL BID FOR: SW 161ST STREET FROM 80TH AVENUE TO 162ND STREET					**$ 819.00**

ITEM 10K

To: Honorable Mayor and Village Council

Date: March 2, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: ITB# 1819-12-015 Valet Parking Services Thalatta Estate Park

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF VAULT PARKING SYSTEMS CORPORATION PURSUANT TO ITB#1819-12-015 TO CONDUCT VALET SERVICES FOR BOOKED EVENTS AT THALATTA ESTATE PARK AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

The Village books social events at Thalatta Estate Park year-round. These events need to have valet service in order to achieve safe and orderly traffic flow and parking at the Estate. Currently, the Village is on a month to month contract with the recommended vendor and is very satisfied with their services. The Village attempted to solicit these services through the procurement process advertising on 12/6/2018 and 07/09/2019 but only received one (1) bid each time. Therefore, the recommendation is to give the Interim Village Manager the authority to override the procurement process under Sec. 2-175 (i)(b) and accept a longer-term agreement with Vault Parking Systems Corporation of two (2) years with options to renew annually no longer than five (5) consecutive years.

FISCAL IMPACT:

There is no cost to the Village, revenues that are collected by the booked events will pay the expenditure for this service.

Attachments:

A. ITB# 1819-12-015 Valet Parking Services – Thalatta Estate Park
B. Bid Opening Sheets and Advertisements for both tries
C. Procurement Memorandum to Interim Manager
D. Plan Holders List
E. Bid Submittal – Vault Parking Services Corporation

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF VAULT PARKING SYSTEMS CORPORATION PURSUANT TO ITB#1819-12-015 TO CONDUCT VALET SERVICES FOR BOOKED EVENTS AT THALATTA ESTATE PARK AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE *(Sponsored by Administration)*

WHEREAS, the Village utilizes valet services for booked events at Thalatta Estate Park year-round in order to achieve safe and orderly traffic flow and parking; and

WHEREAS, the current vendor is on a month to month contract with the Village and the Village is seeking a more permanent contract; and

WHEREAS, the procurement division on two occasions 12/6/2018 and 07/09/2019 advertised for said services and only received one (1) bid through a formal competitive process; and

WHEREAS, the recommendation is to override the procurement process under Sec. 2-175(i)(b) and give the Interim Village Manager the authorization to sign a more comprehensive agreement with Vault Parking Service Corporation for two (2) years with an option to extend annually not exceeding five (5) consecutive years at the Village's discretion.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Interim Village Manager is hereby authorized to execute an agreement with Vault Parking Services Corporation for two (2) years with an option to extend annually but not to exceed five (5) consecutive years.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____
John Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

Attachment A

INVITATION TO BID

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Valet Parking Services - Thalatta Estate Park

ITB NO.:

1819-12-015

DUE DATE:

Wednesday, August 7th, 2019 at 3:00pm (Municipal Building)

ISSUED:

Tuesday, July 9th, 2019

CONTACT PERSON:

Ms. Fanny Carmona
Director
Dept. of Parks and Recreation
FCarmona@palmettobay-fl.gov

Mrs. Litsy C. Pittser
Procurement Specialist
Office of the Village Manager
Procurement Division
LPittser@palmettobay-fl.gov

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(A) SUPERVISOR	
(B) VALET PERSONNEL	

SECTION 1.0: Advertisement

Village of Palmetto Bay

INVITATION TO BID (ITB)

VALET PARKING SERVICES - THALATTA ESTATE PARK
No. 1819-12-015

The Village of Palmetto Bay is currently soliciting bids from qualified companies to provide parking services during specific and assigned events at the Village parks but mainly Thalatta Estate Park. These services are to be provided with certain performance measures defined by this ITB.

Sealed bids will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto By, Florida 33157, **no later than 3:00 p.m. on or before Wednesday, August 7th, 2019** at which time they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website http://www.palmettobay-fl.gov under Bids&RFP's. Documents shall be available on **Tuesday, July 9th, 2019 at 9:00am**. Please submit an original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Valet Parking Services - Thalatta Estate Park ITB # 1819-12-015"**. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser in writing at LPittser@palmettobay-fl.gov .

The Village reserves the right to reject any and all bids, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

SECTION 2.0:

Introduction

General

a) The Village is requesting sealed bids from qualified and experienced firms to provide Valet Parking Services to Thalatta Estate Park for the Department of Parks and Recreation. Thalatta Estate Park books many weddings and venues that require valet services. These services are on an "as needed" basis. The venues are booked well in advance and the vendor will be notified for their services immediately upon the booking. These services cover 365 days a year including holidays if needed. The Contract Agreement is for two (2) years with options to extend. Upon mutual agreement of both the vendor and the Village of Palmetto Bay, the contract may be extended for an additional three (3) one (1) year option not to exceed Five (5) consecutive years. The vendor must have all the insurance requirements up to date on a yearly basis and provide proof to the Village in order to extend any option.

B) The services may include providing valet parking involving Village-owned property/parking lots and satellite parking areas owned by others with the granting of such areas for Village activity parking.

C) The successful Vendor must be an independent Vendor and the individual(s) assigned to work for the Village by the Vendor shall be subject to the approval of the Village, and will not be a Village employee(s). A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village of Palmetto Bay and as further detailed in Section 4.5.8 of this ITB. The background checks will be provided to the Village. Any individuals with a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would precluded from providing services.

D) **The Vendor is required to carry and maintain in force at all times "Garage Liability Insurance" covering non-owned vehicles in the amount of $ 1,000,000 per vehicle per accident.**

Estimated Schedule

The Village anticipates that ITB activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

INVITATION TO BID Legal Advertisement	July 9th, 2019	
Last Date for Submittal of Written Questions Prior to Proposal Due Date	August 1st, 2019	03:00pm
Bids Due Attn: Missy Arocha, Village Clerk Municipal Building 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	August 7th, 2019	03:00pm **

**** or before 3:00pm on August 7th, 2019.**

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.00 Requirement to Meet All Provisions

Each Vendor submitting a bid (Vendor) shall meet the terms and conditions of the INVITATION TO BID (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Vendor acknowledges agreement with and acceptance of all provisions of the ITB specifications.

3.01 Errors and Omissions in ITB

Vendors are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Vendors are to promptly notify the Village's Procurement Specialist, in writing, if the Vendor discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Procurement Division – Village Manger's Office
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Thursday, August 1st, 2019 at 3:00pm.

3.03 Addenda to ITB

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Vendors in a timely manner of modifications to the ITB. Notwithstanding this provision, the Vendor shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent shall*

acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

3.04 Bid Withdrawal and Opening

A Vendor may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the bid will be returned to the Vendor unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Vendors who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. If the Vendor chooses to withdraw their bid after the Vendor has been granted the award, there will be fees that will be incurred to the Vendor as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. Vendors or their representatives are invited to be present at the opening of the bids.

3.05 Revision of Proposal

At any time during the submittal evaluation process, the Department may require a Vendor to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an INVITATION TO BID; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include examiners, committees, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.
- Any late withdrawal from a Vendor that was granted award but declined, the Village has the right to enter into negotiations with the second highest scored Vendor.

3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Vendor to observe any provision of this ITB.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at:
https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Vendor, lobbyist, or Vendor and the Procurement Specialist named herein

Vendor solicitation is exempt from the Vendor. Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Vendor prior to the execution of a contract, including but not limited to costs incurred by the Vendor as a result of preparing a response to this ITB.

Vendors are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Vendor's risk.

3.10 Certification

The signer of the Response (to this ITB) must declare by signing all the required forms Vendor included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Vendor/Vendor List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement

8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Vendor Past Contract Disqualifications

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection. Personal financial statements are exempt from public records and will be confidential.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Vendor is awarded.

3.13 Insurance

Upon Village's notification of award, the Vendor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Vendor liability insurance - $1,000,000
- Garage Liability Insurance – covering non-owned vehicles in the amount of $ 1,000,000 per vehicle accident.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Vendor shall submit invoices detailing the services rendered project/event, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Vendor shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.16 Submittal of One Bid Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Vendor submitting a bid, or who has quoted prices on materials to such Vendor, is not thereby disqualified from submitting a sub-bid or from quoting prices to other Vendors submitting bids.

3.17 Vendor Responsibilities

The Vendor shall not look at the Village of Palmetto Bay and Thalatta Estate Park or any Village owned properties to pay for damages to the Vendor's personal property, the Vendors' employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Litigation

All Vendors shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Vendor, any of its employees, or sub-vendor has been involved in within the last three (3) years.

3.21 Sub-Vendor

If any Vendor submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Vendor(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay. The subcontracting vendor will need to abide by all the requirements as the prime Vendor.

3.22 Indemnification

The Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Vendor or its employees, agents, servants, partners, principals or sub-vendor. The Vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where

applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.23 Quality - Not Applicable

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new. The items ITB must be new, the latest model, of the best quality, and highest grade workmanship.

3.24 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

www.municode.com:
https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.25 Force Majeure

The performance of any act by the Village or Vendor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due Vendor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.26 Work Delays – Not Applicable

Should the Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Vendor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

END OF SECTION

SECTION 4.0: Scope of Services

4.00 Scope of Work

The Village of Palmetto Bay intends to select a Vendor, as determined by the Village, to provide Valet Parking Services to Thalatta Estate Park as primary location. Dates and times will be on an as-needed basis, with specific duties as described herein. Potential sites for Valet Parking Services - Thalatta Estate Park include, but are not limited to:

1. **Thalatta Park**
   17301 Old Cutler Road
   Palmetto Bay, Florida 33157

The successful Vendor shall be responsible for providing Valet Parking Services to Thalatta Estate Park performed by qualified employees (acceptable to the Village of Palmetto Bay and licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, Florida) during the times and at locations agreed upon by the parties, and as may be required by the Village. Duties shall include, but not necessarily limited to event valet parking, including maintaining a consistent flow of traffic to prevent an excessive stacking of vehicles, directing traffic/vehicles, theft prevention, patron assistance with vehicles, maintaining written reports as may be required, reporting of hazardous conditions, participate in the planning of special events and activities and provide Valet Parking Services to Thalatta Estate Park as approved.

4.01 Restrictions and Conditions

The selected Vendor shall adhere to the following rules and conditions concerning Valet Parking Services to Thalatta Estate Park at Village park facilities. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

4.02

1. **General Requirements**

a) The Vendor shall provide organized and efficient Valet Parking Services at Thalatta Estate Park for specified, assigned events at Thalatta Estate Park on days and times determined by the Village on an as needed basis. Although the Village has used in the past other locations for special events, the Village would like to let the Vendor know that in rare occasions, the assignment might be located in a different park, but in the same Village of Palmetto Bay jurisdiction. Personnel shall possess desirable qualities and knowledge to carry out specific tasks including, but not limited to, implementation of an organized method of receiving vehicle keys and storage/safeguarding of same, responsible transporting of valet vehicles to

designated parking areas, return of valet personnel to point of origin /car drop off location via foot or shuttle, ability to deal with the public; defuse threatening situations and unruly individuals if necessary; assist in directing traffic and regulate flow of vehicles to prevent hazardous stacking of vehicles; ability to remain alert and act calmly and quickly in the event of an emergency with ability to effectively communicate with supervisory personnel and/or emergency services personnel; and follow standard operating procedures as determined by the Vendor and the Village. Vendor shall instruct and require its valet services personnel to perform the services specified herein in an orderly and efficient manner while adhering to the regulations of the Village with regards to safety and facility security, and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's business.

b) Vendor and all the Vendor's Valet Parking personnel must possess any State, County or City license which may be required to perform such services, be no less than 21 years of age; have a high school diploma or G.E.D., and possess good human relations skills. All must be able to successfully pass a background investigation to include, but not limited to, a criminal background check, which will include an FDLE (Florida Department of Law Enforcement), medical examination which includes drug screening; all which shall be the financial responsibility of the successful Vendor. All must be a Citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151. Acceptable evidence for citizenship shall be a birth certificate or appropriate naturalization papers.

c) Personnel must not be employed under this contract if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (felony and misdemeanor). The Village reserves the right to request the replacement of an employee anytime during this contract term; and further reserves the right to demand that the Vendor relieve/suspend an employee from his/her assignment. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs or non-prescription medications which effect job performance; inability to communicate (both verbally and in writing); theft; and unprofessional conduct. Valet parking personnel are not to be accompanied in their work area or performance of their duties by acquaintances, family members or other persons unless authorized by the Village.

d) The Vendor is required to provide training to all personnel, including on-site training as may be necessary, in order that the Village be assured said personnel are capable of assuming the responsibilities of respective assignments. Said on-site training may be performed by a supervisor or well-experienced valet parking person. The costs of any and all training shall be considered as a part of the Vendor's operational expenses. Records of training shall be maintained in respective personnel file and available for review upon the Village's request. The Vendor agrees to comply with any State, County or Village, for periodic training required of each valet parking personnel in order to ensure continued level of service.

e) Vendor shall provide a valet parking supervisor to have supervisory responsibility over all Vendor personnel on duty for respective assignment. This individual shall understand that he/she will be responsible for contacting all valet parkers at all times and respond to inquiries or request of the Village. This person shall also serve as a backup in the event that a valet parker does not report for duty and conditions merit. In (Exhibit 1), there is a schedule of required ratio of valet parkers and supervisors per guests attending a function.

f) Valet personnel are required to sign in and out with a Village of Palmetto Bay representative at the beginning and end of each shift.

g) Valet personnel are to remain at their designated drop off area when not attending guest vehicles. At no point is valet staff to enter the event area without prior direction from the Village of Palmetto Bay staff. Violators will be reprimanded.

h) In the event of tardiness or a no-show at an event, the Vendor will be required to pay an amount equal to the agreed upon hourly charge for each personnel not present. If there is a "no show" the Vendor will need to reimburse Village of Palmetto Bay for the Village's expense on hiring another Company or Individuals to complete the task.

2. Uniforms/Equipment

a) The Vendor is responsible for assuring that all personnel maintain a neat appearance in accordance with contract standards, valet parking personnel must be well groomed and neatly uniformed. Uniforms are to include shoes, clean and ironed shirt (with buttoned cuffs if long sleeve shirt), cap optional, ID badge, whistle on a chain, writing implements, flashlight, and other optional equipment as may be required up to and including responsibility for maintenance and replacement of uniforms as may be necessary. All valet parking personnel shall wear a nameplate bearing his/he name and company issued photo ID card. At times and at the Village's discretion, the Village may require a formal attire/uniform such as long sleeve shirts, etc., furnished by the Vendor. During cold weather periods, jackets worn by valet parking personnel must be

Vendor issued and with identifiable patch or similar means of identifying as Vendor services.

b) While on duty, valet parking personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically approved by the Village.

c) Required equipment shall include:

i. Whistle with metal chain attachment
ii. Flashlight (heavy duty with 2 or more D-cells)
iii. Communications System: handheld radios as licensed and approved for use by the Federal Communications Commission) or similar reviewed and authorized by Village. Supervisor(s) on duty shall be required to carry such communication devices. For all contracted events, the Vendor shall also provide one device to the respective facility manager.
iv. Optional equipment shall include 1) golf cart and 2) shuttle vehicle; however, Vendor may offer additional items for Village's consideration.
v. Vendor shall provide all working materials necessary for proper performance or this Contract including, but not limited to, bounded logbooks, notebooks, pens, pencils, etc.

All equipment must be acceptable to the Village in terms of aesthetics, reliability, safety, etc. The Village reserves the right to refuse use, on Village property, any and all such equipment deemed by the Village as non-usable.

3. Facilities

a) The Village currently has jurisdiction over five (5) parks and may request additional valet services on other locations. The main service will be conducted at Thalatta Estate Park. Functions may include special events, weddings, parties, picnics, etc. with on-site or satellite parking facilities. Off-site satellite facilities may or may not be owned by the Village; however, it is understood that authorization has been granted for Village use. As noted under Insurance requirements, designated satellite locations must also be named as Additional Insured.

b) During special events in which there is an overflow of parking, the Vendor will be responsible for transportation or shuttle service for staff when necessary at no additional cost.

4. Assignments and Proposed Rates

a) It is the preference of the Village that proposed hourly rates are constant and as such, it is suggested that Vendor not issue a proposal with higher hourly rates for weekends, holidays and/or special events. Vendors shall be aware that personnel requirements are subject to change based on the needs of the Village and that no guarantees are made as to the number of hours afforded and that regardless of the number of personnel utilized by the Village, the hourly rate remain constant and unchanged.

b) Assignments and the number of valet parking personnel required for services at a scheduled event/site will be determined and scheduled by the Village. The Village shall make every effort to give sufficient advance notice as to valet parking personnel needs; however if needed, the Village may request services upon a 48-hour notice to Vendor. The Village shall not pay for any scheduled services not received; such as times Vendor personnel are late for, or absent from, work.

SECTION 5

5.0 Evaluation and Content of Bids

Bids submitted will be evaluated by the Village of Palmetto Bay Parks and Recreation Department. Once a submittal has been approved, a recommendation will be sent to the Manager for approval. Once approved by the Village Manager who shall in turn provide a recommendation to the Village Council. Failure to provide the required information in this invitation to bid shall disqualify any such Bid as non-responsive and such Bid shall not be considered. The Parks and Recreation Department shall also disqualify any Vendors that make exaggerated or false statements. The evaluation of the Bids and the determination of conformity and acceptability shall be the sole responsibility of the Parks and Recreation Department. Such determination shall be based on information furnished by the Vendor, as well as other information reasonably available to the Village. The Parks and Recreation Department may make such investigations as it deems necessary to determine the ability of the Vendor to perform the services and the Vendor shall furnish the Village all such information as the Parks and Recreation Department or Village Manager may request before and during the Bidding and Review periods. The Parks and Recreation Department reserves the right to make additional inquiries, interview some or all Vendors, make site visits, obtain credit reports, or take other action it deems necessary to fairly evaluate all Vendor.

5.1 Evaluation

The bids will be evaluated and graded on the merit of the lowest most responsive responsible bidder.

Bids shall be evaluated and ranked based on, among additional factors, the following:

Points	
75	Cost of Services
10	The firm's performance on comparable contracts. (References).
10	Methodology to perform the services to fulfill the Scope that the bid requires.
5	Vendor's years in the Valet business.

100 Total Available Points

5.2 Preparation of Bids:

1. Vendor will need to provide (1) copy, (1) original and an electronic copy of their bid either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this bid. Additional copies may be requested by the Village at their discretion.
2. Sealed Bids will be submitted in one package marked "Valet Parking Services - Thalatta Estate Park Proposal" ITB 1819-12-015 to include the name of company, address, contact person and phone number.

3. The package with the bids inside should be sent to:

Ms. Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

All Vendors are reminded that it is the sole responsibility of the Vendors to ensure that their Bid is time stamped in at Village Hall prior to **3 p.m., local time, on August 7th, 2019.** The Village's time/date stamp will be considered as the official time. Failure of a Vendor to submit their Bid and ensure that their Bid is time stamped prior to the time stated above shall render a Vendor non-responsive and the Bid shall not be considered for award.

4. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Vendor in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Vendor to any part of the Bid document shall be initialed in ink. Failure to manually sign the appropriate Bid forms will disqualify the Vendor and the Bid will not be considered.

Bids by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

5.3 Preparation of Bids:

1. Introduction Letter

A letter introducing the Company to include the corporate name (if applicable), address and telephone number of principals' office, number of years in business and size.

2. Experience

Vendor shall have a minimum of three (3) years of successful experience in providing Valet Parking Services. A summary of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the facility owner and/or representative, address, description of services, dates of service, rates and fees and a contact/reference person with phone number, and email contact information. Vendor shall provide three references for the jobs summarized.

3. Financial Stability

Vendor shall demonstrate financial stability by providing their most current financial statement, including information as to current or prior bankruptcy proceedings for the past five (5) years. Bids shall include a copy of the most recent annual financial report providing, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows. **(This Information Shall be put in a separate envelope and marked CONFIDENTIAL. Only one copy is necessary, this information is privy and exempt from FS 119. Once the examination has been complete, the Procurement Department will shred and destroy the information.)**

4. Litigation History

Vendor shall provide a summary of any litigation or arbitration that the Vendor, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars ($100,000.00). The summary shall

state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Vendor it determines to be excessively litigious.

5. Insurance Requirement

Vendor shall provide proof in the form of a certificate of insurance complying with the requirements specified in this ITB or evidence of insurability in the form of a letter from its insurance carrier indicating that the Vendor is able to obtain the required insurance and that the Vendor shall add the Village as an additional insured.

6. Vendor Non-Collusion Certification

Any Vendor submitting a Bid to this ITB shall complete and execute the Non-Collusion Affidavit of the Vendor (Form entitled Non-Collusion Affidavit) included in these ITB documents.

7. Drug-Free Workplace

The Vendor shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form entitled Drug-Free Workplace), shall be submitted with the ITB response.

8. Addenda

The Vendor shall complete and sign the Acknowledgment of Addenda (entitled Acknowledgment of Addenda) and include it in the Bid in order to have the Bid considered. In the event any Vendor fails to acknowledge receipt of such addenda, his/her Bid shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Bid shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

9. Independence Affidavit

The Vendor shall list and describe their relationships with the Village in accordance with the ITB (Form entitled Independent Affidavit).

10. Cost Detail Sheet

The Vendor will fill in the cost detail sheet and submit with proposal.

END OF SECTION

SECTION 6.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Vendor complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____
Date: _____

SUB-VENDOR LIST

Vendor shall list all proposed Sub-Vendor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Vendor Name	Address	Telephone and Fax

END OF SECTION

REFERENCES

Each proposal must be accompanied by a list of at ***least three (3)*** references, which shall include all the information requested below:

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Valet Parking Services – Thalatta Estate Park

ITB# 1819-12-015

Name of Bidder: _____

To Whom It May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

_____

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: ____ Yes ____ No

Was the work performed to acceptable quality standards: ____ Yes ____ No

Would you enter into a contract with the vendor in the future? ____ Yes ____No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? ____ Yes ____ No

Total number of change orders: _____ Were any contractor driven: _____

Number of RFI's submitted by the vendor: _____

If you responded no to any of the above please provide details:

_____

_____

_____

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email:

_____

Thank you for your support in helping us evaluate our solicitation response.

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Vendor/Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Vendor/Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Vendor/Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor/Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor/Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor/Vendor: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

_____being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: _____the Vendor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Vendor/Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Vendor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date:_____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a ""public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:
   A. A predecessor or successor of a person convicted of a public entity crime; or
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered In the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by:

_____

(print individual's name and title)

for:

_____

(print name of entity submitting sworn statement)

whose business address is:_____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Vendor, or third party Vendor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(VENDOR / VENDOR DISCLOSURE)

Vendor or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Vendor or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Vendor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Vendor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Vendor or Vendor recognizes that with respect to this transaction or bid, if any Vendor or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Vendor or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or bids for goods or services to Village.

Accordingly, Vendor or Vendor completes and executes the Business Entity Affidavit form below. The terms "Vendor" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, _____ being of first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

_____

Federal Employer Identification Number (If none, Social Security Number)

CONTINUED ON FOLLOWING PAGE

_____

Name of *Entity, Individual, Partners or Corporation*

_____

Doing Business As (If same as above, leave blank)

_____

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than Sub-Vendor, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

_____

_____

_____

_____

_____

_____

_____

CONTINUED ON FOLLOWING PAGE

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____(Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay_____, ITB# **1819-12-015**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

_____

(Sub-Vendor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date:_____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON FOLLOWING PAGE

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 7.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Vendor

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Valet Parking Services - Thalatta Estate Park
ITB No. 1819-12-015 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval. The awarded Vendor will be notified of the date to award.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:
Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Vendor

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Valet Parking Services - Thalatta Estate Park
ITB No. 1819-12-015 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is _____, 20__. The contract is for two (2) years with a three (3) one (1) year options with approval by the Village and the Vendor not to exceed five (5) consecutive years.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Department of Parks and Recreations will be responsible to assure that said Vendor is complying within the scope of this ITB.

Sincerely yours,

_____
Litsy C. Pittser, Procurement Specialist

SECTION 8.0: Exhibits

VILLAGE OF PALMETTO BAY

VALET PARKING SERVICES - THALATTA ESTATE PARK

CONTRACTUAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and _____ authorized to do business in the State of Florida, (hereinafter referred to as "Vendor" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an INVITATION TO BID ("ITB") on _____, and

WHEREAS, Vendor submitted a Bid dated _____ in response to the Village's request, and

WHEREAS, at a meeting held on _____, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the ITB and Vendor's Proposal submitted in response to the ITB ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the Village for Valet Parking Services - Thalatta Estate Park ITB No. 1819-12-015 (Exhibit 1).

(ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated _____. (Exhibit2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

A. This Agreement

B. Exhibit 1

C. Exhibit 2

Article 2 Scope of Work

A. Vendor agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3 Qualifications

Vendor and the individual executing this Agreement on behalf of the Vendor warrant to the Village that the Vendor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Vendor possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Vendor acknowledges that due to the nature of this contract, that Vendor must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Vendor shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The Vendor shall submit invoices detailing the services provided, project/event, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Vendor shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Vendor under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. **Termination/Cancellation of Contract Without Cause**
Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Vendor's performance). Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the contract.

B. **Termination Because of Default**
Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

Article 7 Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Vendor agrees that in the event this Contract is terminated for the Village's breach, the damages that Vendor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 7 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of two (2) years with an option to renew at the Villages request, every year after contract expires but will not exceed more than five (5) consecutive years, or until terminated by the Village as herein set forth. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this this agreement, an updated insurance certificate will be needed annually.

Article 8 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under this Agreement. Vendor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Vendor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Vendor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Vendor shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 9 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Vendor authorized to use the Village's Tax Exemption Number in securing such materials.

The Vendor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10 Indemnification

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 11 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Vendor liability insurance - $1,000,000
- Garage Liability Insurance - $ 1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 12 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 13 Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 14 Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15 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 construes as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Vendor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Vendor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Vendor, whether or not similar to the act so consented to or approved.

Article 16 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village: Vendor:

Edward Silva, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17 Independent Vendor

Vendor is and shall remain an independent Vendor and is not an employee or agent of the Village. Services provided by Vendor shall be by employees of Vendor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Vendor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Vendor. The rights granted to Vendor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Vendors to perform services including those hereunder.

Article 18 Assignment

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Vendor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Vendor from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Vendor to the Village. None of the work or services under this Contract shall be subcontracted unless the Vendor obtains prior written consent from the Village. Approved Sub-Vendor shall be subject to each provision of this Contract and the Vendor shall be responsible and indemnify the Village for all Sub-Vendor's acts, errors or omissions.

Article 19 Prohibition Against Contingent Fees

Vendor warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a bond fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 20 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 21 Conflict of Interest

Vendor agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 22 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 23 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 24 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 25 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties that the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 26 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 27 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 28 Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 29 Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 30 Permits, Licenses and Filing Fees

The Vendor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Vendor's work.

Article 31 Safety Provisions

The Vendor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 32 Public and Employee Safety

Whenever the Vendor's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 33 Preservation of Village Property

The Vendor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Vendor's operations, it shall be replaced or restored at the Vendor's expense. The facilities shall be replaced or restored to a condition as good as when the Vendor began work.

Article 34 Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 35 Vendor Non-Discrimination

In the award of subcontracts or in performance of this work, the Vendor agrees that it will not engage in, nor permit such sub-Vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 36 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Vendors are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Vendor and all sub-Vendors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Vendor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Vendor or sub-Vendors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Vendor to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Vendor shall immediately notify the Village in writing, and the Vendor and all sub-Vendors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Vendor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 37 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 38 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued next page.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER	VENDOR
Village of Palmetto Bay	_____
ADDRESS 9705 E. Hibiscus Street Palmetto Bay, FL 33157	ADDRESS _____ _____
BY _____	BY _____
Edward Silva Print Name	_____ Print Name
Village Manager Title	_____ Title
ATTEST	
_____ Missel Arocha Village Clerk	_____ Witness
APPROVED AS TO FORM BY	_____ Print Name
_____ Village Attorney	

EXHIBIT #1

SCHEDULE OF VALET PERSONNEL TO GUEST RATIO

50 – 80 Guests:	**2 Attendants and 1 Supervisor**
81 - 115 Guests:	**3 Attendants and 1 Supervisor**
116–150 Guests:	**4 Attendants and 1 Supervisor**
151 –185 Guests:	**5 Attendants and 1 Supervisor**
185–225 Guests:	**6 Attendants and 1 Supervisor**

- **Please always note that attendants need to be at their post and if for any reason they need entrance to an event, they will need to contact Village of Palmetto Bay personnel working that event first. Otherwise, there is no exception. Tips are allowed, but Vendor will need to let them know that there will be NO charging for parking on Village of Palmetto Bay property. Cost for parking is between the Village of Palmetto Bay and the Vendor.**

Cost Detail Sheet

EXHIBIT #2

PRICE LIST PER HOUR FOR

(1) **SUPERVISOR** $_____

(1) **VALET ATTENDANT** $_____

Attachment B

RECEIVED
AUG 07 2019
By Dodge 3:01 pm

VILLAGE OF PALMETTO BAY
BID OPENING
INVITATION TO BID NO. 1819-12-015
VALET PARKING SERVICES – THALATTA ESTATE PARK
WEDNESDAY, AUGUST 7, 2019 – 3:00 PM
VILLAGE HALL MUNICIPAL BUILDING

Proposer:	Price List per Hour:
Valet Park MD	Supervisor $ ____ Valet Attendant $ ____
Vault Parking Systems Corp.	Supervisor $ 26.00 Valet Attendant $ 24.00
	Supervisor $ ____ Valet Attendant $ ____
	Supervisor $ ____ Valet Attendant $ ____
	Supervisor $ ____ Valet Attendant $ ____
	Supervisor $ ____ Valet Attendant $ ____
	Supervisor $ ____ Valet Attendant $ ____
	Supervisor $ ____ Valet Attendant $ ____
	Supervisor $ ____ Valet Attendant $ ____
	Supervisor $ ____ Valet Attendant $ ____
	Supervisor $ ____ Valet Attendant $ ____

Opening conducted and verified by:
Melissa Dodge
Printed Name: Melissa Dodge
Title: Administrative Assistant

Witnesses:
Printed Name: Libby Pittson

Witnesses:
Printed Name: Yoryana Forge

Village of Palmetto Bay

INVITATION TO BID (ITB)

VALET PARKING SERVICES - THALATTA ESTATE PARK
No. 1819-12-015

The Village of Palmetto Bay is currently soliciting bids from qualified companies to provide parking services during specific and assigned events at the Village parks but mainly Thalatta Estate Park. These services are to be provided with certain performance measures defined by this ITB.

Sealed bids will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto By, Florida 33157, **no later than 3:00 p.m. on or before Wednesday, August 7th, 2019** at which time they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website http://www.palmettobay-fl.gov under Bids&RFP's. Documents shall be available on **Tuesday, July 9th, 2019 at 9:00am**. Please submit an original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Valet Parking Services - Thalatta Estate Park ITB # 1819-12-015"**. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser in writing at LPittser@palmettobay-fl.gov .

The Village reserves the right to reject any and all bids, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

VILLAGE OF PALMETTO BAY
BID OPENING
INVITATION TO BID NO. 1819-12-003
VALET PARKING SERVICES – THALATTA ESTATE PARK
THURSDAY, JANUARY 10, 2019 – 3:00 PM
VILLAGE HALL MUNICIPAL BUILDING

Proposer:

Vault Parking Systems Corp.

Price List per Hour:

Supervisor $28.00 per hr.
Valet Attendant $26.00 per hr.

Supervisor $_____
Valet Attendant $_____

Supervisor $_____
Valet Attendant $_____

Supervisor $_____
Valet Attendant $_____

Supervisor $_____
Valet Attendant $_____

Supervisor $_____
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Valet Attendant $_____

Supervisor $_____
Valet Attendant $_____

Supervisor $_____
Valet Attendant $_____

Supervisor $_____
Valet Attendant $_____

Opening conducted and verified by:

Printed Name: Missy Arocha
Title: Village Clerk

01-10-19 P03:01 IN

Witnesses:

Printed Name: Litsy Pittier

Witnesses:

Printed Name: Carlos Ruiz Rodriguez

Village of Palmetto Bay

INVITATION TO BID (ITB)

VALET PARKING SERVICES - THALATTA ESTATE PARK
No. 1819-12-003

The Village of Palmetto Bay is currently soliciting bids from qualified companies to provide parking services during specific and assigned events at the Village parks but mainly Thalatta Estate Park. These services are to be provided with certain performance measures defined by this ITB.

Sealed bids will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto By, Florida 33157, **no later than 3:00 p.m. on or before Thursday, January 10th, 2019** at which time they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website http://www.palmettobay-fl.gov under Bids&RFP's. Documents shall be available on **Thursday, December 6th, 2018 at 9:00am**. Please submit an original, two (2) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Valet Parking Services - Thalatta Estate Park ITB # 1819-12-003"**. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser in writing at LPittser@palmettobay-fl.gov .

The Village reserves the right to reject any and all bids, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

Attachment C

MEMORANDUM

Date: March 2, 2020

To: Gregory H. Truitt, Interim Village Manager

From: Litsy C. Pittser, Procurement Specialist

Re: ITB# 1819-12-015

ISSUE:

Thalatta Estate Park's events are currently serviced by Vault Parking Systems Corporation on a month to month contract. The Village is seeking a more permanent contract for this service.

PROCESS:

The Village conducted a procurement process to solicit a company to provide Valet Services for Thalatta Estate Park booked events. The procurement division advertised on 12/6/2018 and on 07/09/2019 the results were (1) bid submission for both bid openings. Although we had a competitive plan holder's list, the results were not acquired.

RECOMMENDATION:

The procurement division recommends the Village Manager to override the procurement process under Sec. 2-175 (i)(b) in order to accept Vault Parking Systems Corporation and enter a more comprehensive permanent contract with the Village.

FISCAL/BUDGETARY IMPACT:

The monies are coming out of event revenues booked at Thalatta Estate Park.

Litsy C. Pittser
Procurement Specialist

Attachment D

Valet Parking Services - Thalatta Estate Park

Name	CompanyName	ContactName	Address	City	State	PostalCode	Email
Denison Parking	Jeff Lantz	3460 NE 3rd Street	Pompano I	FL	33062	jlantz@denisonparking.com	9547865580
Denison Parking	Mark Pryor	3460 NE 3rd Street	Pompano I	FL	33062	Mpryor@denisonparking.com	3176553121
Hospitality Parking of America	Tarik Ameqrane	8910 N. Dale Mabry Hwy Ste. 21	Tampa	FL	33614	marketing@hospitalityparking.net	8779207275
Parking Whisperer	John Oglesby	2101 Dansmere Avenue	OKC	OK	73170	ceo@parkingwhisperer.com	3038843710
ParkSafe System	Joaquin Rojas	8300 NW 7th Avenue	Miami	FL	33150	joaquin@parksafesystem.com	3055795300
ParkSafe System	William Garcia	8300 NW 7th Avenue	Miami	FL	33150	william@parksafesystem.com	3055795300
ParkSafe Systems	Mario Maung	8300 NW 7 Avenue	Miami	FL	33150	mm@parksafesystem.com	7868630030
ParkSafe Systems	William Garcia	8300 NW 7 Avenue	Miami	FL	33150	william@parksafesystem.com	7863122900
Preferred Parking SVCS Corp.	Ivan De Jesus	115 SW 8th Street	Miami	FL	33130	idejesus@preferredparkingservices.com	7868739051
Preferred Parking SVCS Corp.	Zuheily Mendoza	115 SW 8th Street	Miami	FL	33130	hr@preferredparkingservices.com	3052069351
Quicket Solutions	Kyle Sears	1 N Wacker Drive STE 2410	Chicago	IL	60606	bids@quicketsolutions.com	6307237723
Structured Parking Solutions	Greg Darden	21 South Tarragona Street Suite 101	Pensacola	FL	32502	g.darden@structuredparkingsolutions.com	3343193142
Titan Protective Services Inc.	Kevin Akinbiyi	1607 nw 183rd street	Miami Gar	FL	33169	kevbiyi@titanproserv.com	3059250793
Titan Protective Services Inc.	Kevin Akinbiyi	1607 nw 183rd street	Miami Gar	FL	33169	titanproserv@gmail.com	3059250793
Vault Security corp.	Luiz Moraes	10353 Caribbean Boulevard	Cutler Bay	FL	33189	luiz@vaultvaletparking.com	7864406121
World Class Parking System LLC	Janet Lainez	2100 w 76th street Suite. 405	Hialeah Gr	FL	33016	sales@worldclasspark.com	7864527153

Attachment E

Vault Parking Systems Corp.

August 5, 2019

Management and Operation of Valet Services
at
Valet Parking Services - Thalatta Estate Park **ITB # 1819-12-015**

Submitted to:

Dear Missy Arocha,
Village Clerk Municipal Building
9705 E. Hibiscus Street Palmetto Bay, Florida 33157

By:

Luiz Moraes
Arian McDonnell
Vault Parking Systems
10353 Caribbean Blvd, Cutler Bay, FL 33189

Table of Contents

Company Summary - References

Vault Valet Systems Team Overview

Business Systems and Technology

Management Plan and Personnel Resources

Staffing strategies

Company Summary

Vault Valet has been proudly serving retail and hospitality companies in the South Florida area for over 18 years. We are a local business serving the community with professional and punctual valet service. Vault's client portfolio range from individuals and small businesses to spas, restaurants, large corporations and more.

We pride ourselves in providing unparalleled professionalism, courtesy, and hospitality. Long-term client relationships are the foundation of our business and we will provide this level of commitment to the Thalatta Estate Park if selected for the project.

Vault Valet Systems operates at the following locations:

- Bellezza Spa
- Whisk Gourmet
- Carrabba's Italian Grill
- Red Cross Foundation
- ToTal Bank Events
- Bank of Brazil Events
- American Cancer Society
- Royal Caribbean
- Alexander Bone and Spine Clinic
- Valete Brothers Academy
- SFR South Florida Rehab Clinic
- Hessen Mall
- Plaza 57 Building - South Miami
- Botaniko weston

Venues

- Via Bella Estate
- Historic Walton House
- Villa Toscana
- Estancia Culinaria
- Redland Koi Garden
- The Kampong
- Vizcaya Museum & Gardens
- Ancient Spanish Monastery
- Alegria ango Farm

- Hacienda Los robles
- Kabbalah Centre

Our team is trained to approach each client engagement as though it is their first. We believe the single most important factor in delivering quality customer care is enthusiasm. We foster this attitude in all team members by utilizing a process based training and compensation program which rewards tenacity, communication, and accountability.

We believe that our experience in the luxury services segment will have a great benefit to Thalatta Estate Park.

Vault Valet Systems Team Overview

Luiz Moraes, Executive Director

With more than 25 years of hospitality experience, Luiz provides indispensable leadership and industry insight to ensure Vault transcends the standards of the valet services industry. Luiz oversees the management of all major clients, partnership opportunities, and assesses the development of new lines of service. In addition to his business development role, Luiz performs the majority of all phase one training for Vault team members. He has an ardent passion for training which results in a hands on staff training approach which keeps him active in the field.

His scope of work includes:

- Performing spot inspections of property and appearance inspection of employees
- Scheduling proper personnel for each day and event
- Client relations between Vault and High Value Clients
- Administration of Account payable & receivable

Arian McDonnell, Director of Technology

The purpose of the role is to lead the enhancement of our tech strategies and methodologies, driving the development of technology and processes required to continue the expansion of our business forward.

Based in Dallas/Miami, this is a highly independent leadership role that relies on organizational influence and indirect line reporting relationships to achieve business outcomes, with a small team of direct reports.

Lead collaboration on international technology vision for the future, implementation of changes required to achieve the vision, ensuring alignment with all other businesses.

Actively look around and outside of our business to identify and drive opportunities for improvement as well as coaching a culture of continuous improvement across the team

Michael Donaldson, Director of Operations

Organize and oversee the daily operations of our company. You will be the one to ensure that our business is well-coordinated and productive by managing its procedures and coaching its people.

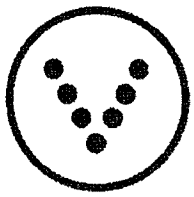
The goal is to safeguard and augment the efficiency of the company's operations to facilitate accelerating development and long-term success.

Business Systems and Technology

Revenue Control

Vault Valet Systems has in place strong revenue control procedures from daily shift reporting to auditing. Accountability from the shift level to upper management ensures revenue is being controlled and maximized. We have established procedures to control cash receipts as well as tickets.

Real-Time Metrics



Vault Valet Systems uses technology to great advantage by measuring and analyzing our properties for key areas of efficiency. By utilizing smart phone applications, embedded and mobile Iot (Internet of Things) of any of our valet operations.

Loss Prevention

Our managers evaluate each parking facility we operate to ensure that all proper signage, striping, lighting, etc. are in place and that any high risk elements, e.g. low piping, are visible. Our periodic Loss Prevention Surveys and Risk Assessment reviews help us to identify areas of improvement and concern.

Technology

Vault Valet Systems is dedicated to implementing the latest in parking management technologies at all of our properties. We serve a consulting, implementation, and potential integration role in the layout, design, and installation of parking/valet equipment and software on behalf of our clients.

Management Plan and Personnel Resources

It is our goal to provide a first class valet operation for the Thalatta Estate Park.
This is accomplished by having clear performance objectives for our management staff and all facility employees. Our management team will provide clear and concise communication with all property employees and staff for all daily parking/valet operations and special events. Our area manager will train, develop, and oversee all employees on a daily basis.

Vault believes in hiring for trainability. Our management team utilizes a methodology predicated on delegating, empowering and authorizing critical business decisions. We hire for attitude and enthusiasm because we believe our systems are capable of training the rest. We believe in transparency and integrity in all of our client relations which is why we provide a dedicated single point of contact from our management team, a dedicated operations manager on site at your facility and transparent reporting.

Management Team

Our management team has over 15 years of experience in the parking and valet industry. We will supply quality trained, professional valet and parking attendants to the Thalatta Estate Park.

Our team is trained to prevent any issues from occurring throughout the operation of valet services from start to finish. Unfortunately, complications occur and unforeseen circumstances may cause challenges to impact your facility. Our operations managers and senior management team intervene at these times which are deemed business critical. They work to acknowledge, assess, address, and resolve problems so that the facility may resume high performance valet service. As part of our commitment to transparency, we will notify the facility manager assigned as the primary point of contact so that they we may work collaboratively to resolve problems from the onset.

Management Plan

The operation will be supervised by our area manager. This manager has successfully proven his ability in handling the types of services required by Thalatta Estate Park. Our staff will provide the following:

- Provide trained and uniformed valet parking attendants, Thalatta Estate Park, including

Holidays and Special Events

- All employees will maintain a neat, well groomed appearance at all times
- Collect parking fees and validate tickets. Provide financial and ticket reports at the

conclusion of each shift to the satisfaction of the manager.

- Maintain a clean work area, including,
- Provide directions and general information to the public
- Maintain a friendly, courteous, and service-oriented attitude.
- Consistently demonstrate the ability to communicate in english with the general public
- Vault Valet systems will provide and require all staff to wear a uniform

Staffing Strategies

Staffing Levels: Staffing levels will be adjusted based on passenger levels and business demands. As part of the proposal including a staffing plan demonstrating recommended staffing levels for the required services, how this should vary through the year and any extra proposed duties. The current staffing positions and hours worked are provided.

Valet Services Personnel:

The successful proposer must provide management, at least one supervisor on duty daily and the necessary number of valet drivers the needs of the Valet Services.

Vehicle and Key Accountability: All vehicles must be accounted for daily and all keys must be kept in a secured and locked area.

Cost of Service

Vault Parking Systems will provide capable attendants as need to provide the best services for Village of Palmetto Bay' events.

Pricing as follows:

Manager's Rate - **$28** per attendants, per hour

Attendant's Rate - **$26** per attendants, per hour

The cost of the services includes all expenses pertaining to the valet parking operation, including, but not limited to; payroll, payroll taxes, holiday/overtime, workers' compensation,

managements/supervision, liability insurance, damage/loss claims, uniforms, required equipment, supplies, signage and comment cards.

There are no other fees or hidden costs and you are only billed for actual hours worked. Total labor hours, operating and staff schedule may be modified, reduced, or increased at any time to accommodate budgetary, volume, or any other reasons.

Truly Yours,

Vault Parking Systems.

Luiz Moraes

CEO

EXHIBIT #1

SCHEDULE OF VALET PERSONNEL TO GUEST RATIO

50 – 80 Guests:	**2 Attendants and 1 Supervisor**
81 - 115 Guests:	**3 Attendants and 1 Supervisor**
116–150 Guests:	**4 Attendants and 1 Supervisor**
151 –185 Guests:	**5 Attendants and 1 Supervisor**
185–225 Guests:	**6 Attendants and 1 Supervisor**

- **Please always note that attendants need to be at their post and if for any reason they need entrance to an event, they will need to contact Village of Palmetto Bay personnel working that event first. Otherwise, there is no exception. Tips are allowed, but Vendor will need to let them know that there will be NO charging for parking on Village of Palmetto Bay property. Cost for parking is between the Village of Palmetto Bay and the Vendor.**

V.Valet Parking	4 hour	5 hour	6 hour	7 hour	8 hour	
GUEST COUNT	50 - 80	50 - 80	50 - 80	50 - 80	50 - 80	
2 att & 1 sup	$208.00	$260.00	$312.00	$364.00	$416.00	26
GUEST COUNT	81 - 115	81 - 115	81 - 115	81 - 115	81 - 115	
3 att & 1 sup	$300.00	$375.00	$450.00	$525.00	$600.00	25
GUEST COUNT	116 - 150	116 - 150	116 - 150	116 - 150	116 - 150	
4 att & 1 sup	$384.00	$480.00	$576.00	$672.00	$768.00	24
GUEST COUNT	151 - 185	151 - 185	152 - 185	152 - 185	152 - 185	
5 att & 1 sup	$460.00	$575.00	$690.00	$805.00	$920.00	23
GUEST COUNT	186 - 225	186 - 225	186 - 225	186 - 225	186 - 225	
6 att & 1 sup	$480.00	$600.00	$720.00	$840.00	$960.00	20

TAX 7%

V.Valet Parking	4 hour	5 hour	6 hour	7 hour	8 hour	
GUEST COUNT	50 - 80	50 - 80	50 - 80	50 - 80	50 - 80	
2 att & 1 sup	$14.56	$18.20	$21.84	$25.48	$29.12	
GUEST COUNT	81 - 115	81 - 115	81 - 115	81 - 115	81 - 115	
3 att & 1 sup	$21.00	$26.25	$31.50	$36.75	$42.00	
GUEST COUNT	116 - 150	116 - 150	116 - 150	116 - 150	116 - 150	
4 att & 1 sup	$26.88	$33.60	$40.32	$47.04	$53.76	
GUEST COUNT	151 - 185	151 - 185	152 - 185	152 - 185	152 - 185	
5 att & 1 sup	$32.20	$40.25	$48.30	$56.35	$64.40	
GUEST COUNT	186 - 225	186 - 225	186 - 225	186 - 225	186 - 225	
6 att & 1 sup	$33.60	$42.00	$50.40	$58.80	$67.20	

TOTAL						
V.Valet Parking	4 hour	5 hour	6 hour	7 hour	8 hour	
GUEST COUNT	50 - 80	50 - 80	50 - 80	50 - 80	50 - 80	
2 att & 1 sup	$222.56	$278.20	$333.84	$389.48	$445.12	26
GUEST COUNT	81 - 115	81 - 115	81 - 115	81 - 115	81 - 115	
3 att & 1 sup	$321.00	$401.25	$481.50	$561.75	$642.00	25
GUEST COUNT	116 - 150	116 - 150	116 - 150	116 - 150	116 - 150	
4 att & 1 sup	$410.88	$513.60	$616.32	$719.04	$821.76	24
GUEST COUNT	151 - 185	151 - 185	152 - 185	152 - 185	152 - 185	
5 att & 1 sup	$492.20	$615.25	$738.30	$861.35	$984.40	23
GUEST COUNT	186 - 225	186 - 225	186 - 225	186 - 225	186 - 225	
6 att & 1 sup	$513.60	$642.00	$770.40	$898.80	$1,027.20	20

Cost Detail Sheet

EXHIBIT #2

PRICE LIST PER HOUR FOR

(1) SUPERVISOR $ 26

(1) VALET ATTENDANT $ 24

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
RSC Insurance Brokerage, Inc. 3350 S Dixie Hwy Miami FL 33133	PHONE (A/C, No, Ext): (305) 446-2271	FAX (A/C, No): (305) 448-3127
	E-MAIL ADDRESS: certificates@kahn-carlin.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Vault Parking Systems Corp. 10353 Caribbean Blvd Cutler Bay FL 33189	INSURER A: Colony Insurance Company	
	INSURER B: Associated Industries Ins Co	23140
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1953116768 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		GP8296102	6/2/2019	6/2/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS X NON-OWNED AUTOS X GARAGE LIABILITY			GP8296102	6/2/2019	6/2/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ 2,000,000 $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AWC1116696	11/11/2018	11/11/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Garagekeepers			GP8296102	6/2/2019	6/2/2020	SEE NOTEPAD SEE NOTEPAD	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Additional Insured with respects to Garage Liability.

RE: Thalatta Estate,17301 Old Cutler Road, Palmetto Bay, FL 33157

CERTIFICATE HOLDER

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Christian/MARPER

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COMMENTS/REMARKS

GARAGEKEEPERS LIABILITY POLICY Company (A)
Policy Number: GP8296102 Effective Dates: 06/02/19-6/02/2020
Garage Liability limit - $1,000,000/$2,000,000/$1,000 ded
Lot Limit: $65,000

Comprehensive & Collision Deductible: $500.00
Legal Liability Limit: $35,000 location #1 and $25,000 Loc #2

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SECTION 6.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Vendor complies fully with the above requirements.

Signature of Official: _____

Name (typed): LUIZ MORAES

Title: CEO

Vendor: VAULT PARKING SYSTEMS

Date: 08/05/19

SUB-VENDOR LIST

Vendor shall list all proposed Sub-Vendor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Vendor Name	Address	Telephone No.
N/A	N/A	N/A	N/A

END OF SECTION

REFERENCES

Each proposal must be accompanied by a list of at ***least three (3)*** references, which shall include all the information requested below:

*** SEE ATTACHED**

VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Valet Parking Services – Thalatta Estate Park

ITB# 1819-12-015

Name of Bidder: **VAULT PARKING SYSTEMS**

To Whom It May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: X Yes ____ No

LUIZ

Was the work performed to acceptable quality standards: X Yes ____ No

Would you enter into a contract with the vendor in the future? X Yes ____ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? ____ Yes ____ No

Total number of change orders: **50** Were any contractor driven: **50**

Number of RFI's submitted by the vendor: **N/A**

If you responded no to any of the above please provide details:

HISTORIC WALTON HOUSE IS ONE OF THE BEST VENUES ON SOUTH FLORIDA AND VAULT IS REQUESTED TO PROVIDE THE VALET SERVICES

Name of Public Entity/Company: **HISTORIC WALTON HOUSE**

Name of Individual completing this form: **FRANK**

Signature: _____ Title: **CEO**

Telephone: **786 356 9435** Email: **Frank@historicwaltonhouse.com**

Thank you for your support in helping us evaluate our solicitation response.

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Vendor/Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Vendor/Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Vendor/Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor/Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor/Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): LUIZ MORAES

Title: CEO

Vendor/Vendor: VAULT PARKING SYSTEMS

Date: 08/05/19

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

LUIZ MORAES being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: VAULT PARKING SYSTEMS the Vendor that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Vendor/Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Vendor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): LUIZ MORAES

Title: CEO

Vendor: VAULT PARKING SYSTEMS

Date: 08/05/19

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of MIAMI DADE

On this AUGUST 5TH day of, 2019, before me, the undersigned Notary Public of the State of Florida personally appeared LUIZ MORAES and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

ELIZABETH ALFONSO
Notary Public - State of Florida
Commission # GG 037173
My Comm. Expires Oct 10, 2020
Bonded through National Notary Assn.

Elizabeth Alfonso

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

FL DL. D562523730850

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By LUIZ MORAES

For VAULT PARKING SYSTEMS

Whose business address is: 10353 CARIBBEAN BLVD, CUTLER BAY, FLORIDA , 33189

And (if applicable) its Federal Employer Identification Number (FEIN) is: 45 - 4184895

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a ""public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:
   A. A predecessor or successor of a person convicted of a public entity crime; or
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered In the presence:

Signature of Official: _____

Name (typed): LUIZ MORAES

Title: CEO

Vendor: VAULT PARKING SYSTEMS

Date: 08/05/19

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of MIAMI DADE

On this AUGUST 05TH day of, 20 19, before me, the undersigned Notary Public of the State of Florida personally appeared LUIZ MORAES and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

ELIZABETH ALFONSO
Notary Public - State of Florida
Commission # GG 037173
My Comm. Expires Oct 10, 2020
Bonded through National Notary Assn.

NOTARY PUBLIC
SEAL OF OFFICE:
Elizabeth Alfonso
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
✓ Produced identification:

FIDL D562523730850
(Type of Identification Produced)
✓ Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by:

LUIZ MORAES , CEO

(print individual's name and title)

for:

VAULT PARKING SYSTEMS

(print name of entity submitting sworn statement)

whose business address is: 10353 CARIBBEAN BLVD, CUTLER BAY, FLORIDA , 33189

and (if applicable) its Federal Employer Identification Number (FEIN) is: 45 - 4184895

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Vendor, or third party Vendor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): LUIZ MORAES

Title: CEO

Vendor: VAULT PARKING SYSTMS

Date: 08/05/19

ACKNOWLEDGMENT

State of Florida

County of MIAMI DADE

On this AUGUST 05TH day of, 20 19, before me, the undersigned Notary Public of the State of Florida personally appeared LUIZ MORAES and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Elizabeth Alfonso

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

ø Produced identification:

ELIZABETH ALFONSO
Notary Public - State of Florida
Commission # GG 037173
My Comm. Expires Oct 10, 2020
Bonded through National Notary Assn.

FLDL. D562 523 73 085 0

(Type of Identification Produced)

ø Did take an oath or

o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(VENDOR / VENDOR DISCLOSURE)

Vendor or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Vendor or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Vendor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Vendor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Vendor or Vendor recognizes that with respect to this transaction or bid, if any Vendor or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Vendor or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or bids for goods or services to Village.

Accordingly, Vendor or Vendor completes and executes the Business Entity Affidavit form below. The terms "Vendor" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, LUIZ MORAES being of first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

45 - 4184895

Federal Employer Identification Number (If none, Social Security Number)

CONTINUED ON FOLLOWING PAGE

VAULT PARKING SYSTEMS

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

10353 CARIBBEAN BLVD, CUTLER BAY, FLORIDA , 33189

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
LUIZ MORAES	**10353 CARIBBEAN BLVD, CUTLER BAY, FLORIDA , 33189**	**100** %
		%
		%

2. The full legal names and business address of any other individual (other than Sub-Vendor, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

N /A

CONTINUED ON FOLLOWING PAGE

Signature of Official: _____

Name (typed): LUIZ MORAES

Title: CEO

Vendor: VAULT PARKING SYSTEMS

Date: 08/05/19

ACKNOWLEDGMENT

State of Florida

County of MIAMI DADE

On this AUGUST 05TH day of, 20 19, before me, the undersigned Notary Public of the State of Florida personally appeared LUIZ MORAES and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

ELIZABETH ALFONSO
Notary Public - State of Florida
Commission # GG 037173
My Comm. Expires Oct 10, 2020
Bonded through National Notary Assn.

Elizabeth Alfonso
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

FIDL D562 523 73 085 0
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We VAULT PARKING SYSTEMS (Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay, ITB# **1819-12-015**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : N/A

(Sub-Vendor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): LUIZ MORAES

Title: CEO

Vendor: VAULT PARKING SYSTEMS

Date: 08/05/19

Attest: _____

Print Name: LARISSA CAL LOBO

Attest: _____

Print Name: CELINA CAL

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): LUIZ MORAES

Title: CEO

Vendor: VAULT PARKING SYSTEMS

Date: 08/05/19

ACKNOWLEDGMENT

State of Florida

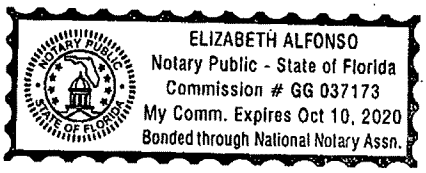
County of MIAMI DADE

On this AUGUST 05TH day of, 2019, before me, the undersigned Notary Public of the State of Florida personally appeared LUIZ MORAES and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON FOLLOWING PAGE



NOTARY PUBLIC
SEAL OF OFFICE:

Elizabeth Alfonso

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

✓ Produced identification:

FLDL. D562 523 73 085 0

(Type of Identification Produced)

✓ Did take an oath or

o Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

NO

Executed on 08/05/19 at 3:00 PM under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): LUIZ MORAES

Title: CEO

Vendor: VAULT PARKING SYSTEMS

Date: 08/05/19

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
VAULT PARKING SYSTEMS

Business name/disregarded entity name, if different from above
VAULT VALET PARKING

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
10353 CARIBBEAN BLVD,

Requester's name and address (optional)

City, state, and ZIP code
CUTLER BAY, FLORIDA , 33189

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
4	5	–	4	1	8	4	8	95

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ _____ | Date ▶ 08/05/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ITEM 10L

To: Honorable Mayor and Village Council

Date: March 2, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Agreement for Professional Services to lower the CRS Rating

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR $45,600 WITH LORI LEHR AS AN INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTING SERVICES TO IMPROVE THE VILLAGE'S CURRENT COMMUNITY RATING SYSTEM (CRS) UNDER THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP); BY PIGGYBACKING OFF A CONTRACT BETWEEN THE VENDOR AND MONROE COUNTY, WHICH IS ATTACHED HERETO AS REFERENCE; PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay has been actively developing its Community Rating System (CRS) with the Federal Emergency Management Agency (FEMA) to lower the risk of flooding within the community. In 2018, the Village was officially ranked as eight (8) within the CRS program with FEMA which currently saves residents approximately ten percent (10%) on their flood insurance. Due to the interests of residents and Village Council, the staff wishes to move forward in pursuing a lower rank within the CRS program in order to transform the Village into a more resilient and cost-saving community.

In the past, the Village has contracted a consultant, Lori Lehr Inc., for assistance within the CRS program. Lori Lehr Inc. has facilitated the Village of Palmetto Bay's current score of eight (8) numerous other communities in Florida, including City of Bonita Springs, CRS Class 5, City of Dunedin, CRS Class 5, Village of Estero, CRS Class 6, Hillsborough, CRS Class 5, Village of Islamorada, CRS Class 6, Town of Jupiter

Island, CRS Class 7, City of Key Colony Beach, CRS Class 8, City of Key West, CRS Class 7, Lee County, CRS Class 5. The most recent project is ongoing with Monroe County, CRS Class 5. In addition, Ms. Lehr has specific knowledge of the State of Florida's floodplain management practices and extensive knowledge and experience with CRS audits and verification processes will provide the necessary support and leading guidance for this important proposal and wishes to pursue a lower score within a span of eighteen (18) months.

Lori Lehr has an existing contract with Monroe County which, in the interest of time and in consideration of Ms. Lehr's expertise and proven track record, the Village of Palmetto Bay wishes to exercise the piggyback option. Consequently, the proposal submitted by Ms. Lehr is based on the pricing, terms and conditions of her contract with Monroe County. Copies of the initial contract and subsequent amendments are included herein as reference.

FISCAL IMPACT:
The direct fiscal impact to the Village of Palmetto Bay is $50,600. Funding is available in Professional Services - Acct # 31002001.

It should also be noted that when Palmetto Bay's CRS Ranking lowers to a level of four, residents who lie within the Special Flood Hazard Area (SFHA) will receive a (25%) discount on their flood insurance, saving them an estimated annual amount of $194 per policy.

Attachments (7):

- Attachment A – Contract with Monroe County
- Attachment B – Contract Amendment 1
- Attachment C – Contract Amendment 2
- Attachment D – Contract Amendment 3
- Attachment E – Contract Amendment 4
- Attachment F – Contract Amendment 5
- Attachment G – Proposal from Lori Lehr

RESOLUTION NO. 2020-__

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR $45,600 WITH LORI LEHR AS AN INDEPENDENT CONTRACTOR FOR PROFESSIONAL CONSULTING SERVICES TO IMPROVE THE VILLAGE'S CURRENT COMMUNITY RATING SYSTEM (CRS) UNDER THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP); BY PIGGYBACKING OFF A CONTRACT BETWEEN THE VENDOR AND MONROE COUNTY, WHICH IS ATTACHED HERETO AS REFERENCE; PROVIDING AN EFFECTIVE DATE.

(*Sponsored by Administration*)

WHEREAS, the Village of Palmetto Bay is currently participating in the National Flood Insurance Program (NFIP); and,

WHEREAS, the Village became eligible and applied for the Federal Emergency Management Agency's (FEMA) Community Rating System (CRS) in 2017; and,

WHEREAS, the Village's current voluntary participation in the NFIP CRS provides residents of Palmetto Bay with a discount of ten percent on a standard NFIP flood insurance policy in the Special Flood Hazard Area (SFHA); and,

WHEREAS, the Village recognizes the need to improve to well-being of its residents through proactive flooding protocols; and,

WHEREAS, the Village desires to maintain regulations that remain consistent and in the best interest of the Village, more stringent than the required coastal construction, and management programs; and,

WHEREAS, the Village will reduce natural hazards' impacts though compliance with FEMA regulations and by targeting repetitive flood loss and vulnerable properties for mitigation, including but not limited to acquisition of the property for the public good; and,

WHEREAS, the Village has partnered with Lori Lehr Inc. in 2017 and achieved a CRS ranking of eight (8) and wishes to lower the ranking through incremental steps with a final goal of achieving a class five (5); and,

WHEREAS, Lori Lehr, Inc. ("consultant") has facilitated numerous other communities in Florida, including City of Bonita Springs, CRS Class 5, City of Dunedin, CRS Class 5, Village of Estero, CRS Class 6, Hillsborough, CRS Class 5, Village of Islamorada, CRS Class 6, Town of Jupiter Island, CRS Class 7, City of Key Colony Beach, CRS Class 8, City of Key West, CRS Class 7, Lee County, CRS Class 5; and,

WHEREAS, the consultant has an existing contract with Monroe County and the Village of Palmetto Bay wishes to piggyback off said contract for professional consulting services to improve the Village's current CRS rating; and, The most recent project is ongoing with Monroe County, CRS Class 5; and,

WHEREAS, the consultant has provided a proposal to the Village based upon the pricing, terms and conditions of the consultant's contract with Monroe County; and,

WHEREAS, the Village Council adopted legislation during the February Regular Council meeting directing the Interim Village Manager to continue the efforts to achieve a lower CRS and this resolution is consistent with that directive.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council hereby authorizes the Interim Village Manager to enter into an agreement with Lori Lehr for the sum of $45,600 to provide consulting services to the Village related to the lowering of the current CRS rating, based on the terms and conditions of the consultant's agreement with Monroe County as a piggybacking option; a copy of which is attached hereto as reference, along with the consultant's proposal to the Village.

Section 2. This Resolution shall become effective upon approval.

PASSED and **ADOPTED** this 2rd day of March 2020.

Attest: _____ _____

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member David Singer _____

Council Member Patrick Fiore _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

MONROE COUNTY CONTRACT FOR
National Flood Insurance Program (NFIP), Floodplain Regulations, and Community Rating System (CRS) Professional Support Services

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of ~~January,~~ February 2015 by and between MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and Lori Lehr ("CONTRACTOR"), whose address is 3441 Pittman Road, Dover, Florida 33527 (collectively, the "Parties").

WHEREAS, the County has certain objectives as directed and established by the Board of County Commissioners, and which are consistent with, and supportive of the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP), Floodplain Regulations, the Community Rating System (CRS) within the NFIP, and the Monroe County Code of Ordinances, and all other Federal, State, and Local laws governing work performed under this Contract; and

WHEREAS, it has been determined that it is in the best interests of Monroe County and its residents that a contract for NFIP, Floodplain Regulations, and CRS Support Services be entered into with a private provider of such services; and

WHEREAS, CONTRACTOR desires to provide such services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. SCOPE OF SERVICES

CONTRACTOR shall do, perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – Exhibit A – which is attached hereto and made a part of this agreement.

Language required by Section 2-152, Monroe County Code:

By entering into this Agreement, the CONTRACTOR warrants that it has not employed, retained or otherwise had act on its behalf any former county officer or employee subject to the prohibition of Section 2-149 of the Monroe County Code or any current county officer or employee in violation of Section 2-150 of the Monroe County Code. For breach or violation of this provision the county may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former county officer or employee or current county officer or employee.

Sec. 2-149. - Lobbying regulated.

(a) No former county officer or employee shall, within two years following vacation of office or termination of employment, lobby on behalf of any other person or business entity in any formal or informal appearance before, or with the intent to influence, make any oral or written communication on behalf of any other person or business entity, to:

(1) Any board, commission, authority, or advisory body of the county; or

(2) Any department, division, special district or bureau of the county, in connection with current or future procurement of goods and/or services.

(b) This section shall not apply in the case of collective bargaining or to officers or employees in the employ of the county on the effective date of the ordinance from which this article is derived. This section shall also not apply to any officer holding an elected office, or to an officer holding an appointment to any board, commission, or authority, on the effective date of the ordinance from which this article is derived except that, if such officer is elected or appointed for another term of office, which term commences after the effective date of the ordinance from which this article is derived, then this section shall apply.

Section 2-150. - Appearance relating to procurement of goods, services.

(a) Except as required by statute, ordinance, resolution, rule or custom for the proper discharge of official duty, no county officer or employee shall, if elected or appointed after the effective date of the ordinance from which this article is derived, make a formal or informal appearance before, or, with the intent to influence, make any oral or written communication in connection with current or future procurement of goods and/or services, to:

(1) Any board, commission, authority, or advisory body of the county; or

(2) Any department, division, or bureau of the county.

(b) This section shall not apply in the case of collective bargaining.

Section 2. QUALIFICATIONS NECESSARY OF CONTRACTOR

The CONTRACTOR must have experience with FEMA NFIP, Floodplain regulations, and CRS.

Section 3. TERM OF AGREEMENT

The Agreement will begin on the date entered above and will continue for a period of 2 years, unless terminated in accordance with Section 8, below. The term of this Contract shall be renewable for two additional periods of up to two (2) years with the same terms. Renewal is subject to satisfactory performance by CONTRACTOR and the availability of County funds. This Agreement is subject to annual appropriation by the Board of County Commissioners.

Section 4. COMPENSATION

Compensation to the CONTRACTOR will be as follows ("Contract Price"): The County, in consideration of the CONTRACTOR substantially and satisfactorily performing and carrying out the objectives of the County in providing professional support services as detailed in the Scope of Services (attached hereto as Exhibit A), shall pay the CONTRACTOR based on invoices submitted by Consultant to the County's Division of

Growth Management on a monthly basis.The Contract Prices in Exhibit A are all inclusive. No claims for reimbursement for expenses will be reimbursed.

Hourly Rates will be those on Exhibit A. Invoices much provide sufficient detail and documentation to support the activities and services for the billing period covered by the invoice, including but not limited to the exact dates, hours of service, job classification, and description of work completed for each individual providing service under this contract. Total Contract shall not exceed $120,000 annually.

By entering into this Agreement, the CONTRACTOR warrants that it understands that the Contract Price represents the full compensation for all services under this Agreement.There will be no payment for any additional expenses, including but not limited to telephone, facsimile, postage, mileage, per diems, or any other travel expenses.

Section 5. PAYMENT TO CONTRACTOR

1. Payment will be made according to the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes, following presentation of an invoice in a form satisfactory to the Clerk of Courts for Monroe County (Clerk). The request must describe in detail the services performed and the payment amount requested.
2. Continuation of this Agreement is contingent upon annual appropriation by Monroe County Board of County Commissioners.
3. The Contractor will submit such invoice monthly for services provided during the preceding month.
4. There are no reimbursable items.
5. After the Clerk of the Board examines and approves the request for payment, the County shall reimburse the Consultant by Check.

Section 6. INDEPENDENT CONTRACTOR

At all times and for all purposes, the Contractor, its agents and employees are considered to be Independant Contractors in their performance of the work contemplated hereunder. As such, the Consultant, its agents and employees shall not be entitled to any of the benefits, rights or privileges of County employees. Employees of the Consultant shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. The contractor shall provide worker's compensation insurance, any benefits as desired, and shall be responsible for all tax withholding.

Section 7. STAFFING

Since this Contract is a service agreement, staffing is of paramount importance. Contractor shall provide services using the following standards, as a minimum requirement:

1. The Contractor shall provide at its own expense all necessary personnel to

provide the services under the Contract. The personnel shall not be employees of or have any contractual relationship with the County.

2. All personnel engaged in performing services under this contract shall be fully qualified, and if required, be authorized or permitted under state or local law to perform such services.
3. The County shall, at its sole discretion, have the option to reject any individual provided to perform services under the Contract by the Contractor.
4. The Contractor shall require each of its employees to execute an acknowledgement that he/she is not an employee of County and that he/she is an employee of the Contractor and recognizes that no County benefits are available, as attached as Exhibit C.
5. The Contractor shall report to the Building Official, the Growth Management Division Director and the Permit Administrator as necessary. The Building Official has the final authority to approve the decision and work products of the Contractor related to Floodplain regulation and enforcement.Other work products may be approved by the Permit Administrator or Growth Management Division Director.
6. Employees of Contractor or Contractor shall comply with the Work Policies and Regulations of County attached as Exhibit B.

Section 8. CONTRACT TERMINATION

Either party may terminate this Agreement because of the failure of the other party to perform its obligations under the Agreement. COUNTY may terminate this Agreement for cause if the Contractor shall default in the performance of any obligations under this agreement. Default shall include the occurrence of any one of the following events and same is not corrected to the satisfaction of the County within thirty (30) days after the County provides the Contractor with written notice of said default:

1. Failure to provide services described in this contract.
2. Failure to comply with local, state, federal rules or regulations pertaining to this contract.
3. Breach of any other term, condition, or requirement of this agreement.

COUNTY shall pay CONTRACTOR for work performed through the date of termination.

Section 9. RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Section 55.03 of the Florida Statutes, running from the date the monies were paid to

CONTRACTOR.

Florida Statutes Section 119.0701:

CONTRACTOR will:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Section 10. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONTRACTOR agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 11. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 12. ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party.

Section 13. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

Section 14. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 15. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 16. NONDISCRIMINATION

COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps: 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 29-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health

Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC ss. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 17. CODE OF ETHICS

CONTRACTOR and COUNTY both understand and agree that officers and employees of the COUNTY are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 18. NO SOLICITATION/PAYMENT

The COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 19. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

Section 20. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this

Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 21. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 22. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 23. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 24. INSURANCE POLICIES

As a pre-requisite of the work governed, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract.
Within 10 days following execution of this agreement, the CONTRACTOR shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

Certificate of Insurance
or
A Certified copy of the actual insurance policy.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior

notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on general liability and vehicle liability policies.

Section 25. INDEMNIFICATION

The CONTRACTOR does hereby consent and agree to indemnify and hold harmless the COUNTY, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONTRACTOR or substantial and unnecessary delay caused by the willful nonperformance of the CONTRACTOR and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. Further the CONTRACTOR agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONTRACTOR.

At all times and for all purposes hereunder, the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONTRACTOR shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

Section 26. ASSIGNMENT.

No assignment of this contract is permitted.

Section 27. SERVICES.

When the contractors services are needed in the County, the CONTRACTOR shall have a work spot in both Key Largo and Marathon.

Section 28. TIME.

The CAVs are the big issue right now. Prasad visits every 6 months. The findings are accumulating and many of the files have already received certificates of occupancy. So our ability to require them to change things is legally gone. But Prasad won't give them up. I'm meeting with our County Attorney 1/26 to start getting him in the loop. I would want you

to be here when he is here and then I'm not sure of the time it will take for you to work with Mary Wingate to review things and help respond to Prasad.

Section 29. NOTICES.

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

FOR THE COUNTY:

Monroe County
Administrator
1100 Simonton Street
Key West, FL 33040

Monroe County Attorney
1111 12th St. Suite 408
Key West, FL 33041

Monroe County
Growth Management
2798 Overseas Hwy
Marathon, FL 33050

FOR CONTRACTOR:
Lori Lehr
3441 Pittman Road
Dover, Florida 33527

Section 30. Entire Agreement

This agreement constitutes the entire agreement between the Count and the Contractor for the services contemplated herein. Any amendments or revisions to this agreement must be in writing and be executed in the same manner as this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 03 day of February 2015

(SEAL)
Attest: AMY HEAVILIN, CLERK OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

WITNESS _____
Print Name: _____

WITNESS _____
Print Name: _____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

By _____
Lori Lehr
Title: Contractor

MONROE COUNTY ATTORNEY APPROVED AS TO FORM:

_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 1/29/15

STATE OF Florida
COUNTY OF Hillsborough

On this 03 day of Feb. 2015, before me appeared Lori Lehr, Contractor, the person whose name is subscribed above, and who produced FL DL as identification, or is personally known to me, and acknowledged that she is the person who executed the above Contract for the purposes therein contained.

Notary Public

LORRAINE PROVEDEL
Print Name

My commission expires: 05/17/2017 Seal

LORRAINE PROVEDEL
Notary Public, State of Florida
Commission # FF 14301
My comm. expires May 17, 2017

EXHIBIT A
SCOPE OF SERVICES

SPECIFICATIONS

Scope of Services:

a. Contractor shall assist the County with Community Assistant Visit (CAVs) audits and assist in writing responses to the CAVs to Federal Emergency Management Agency (FEMA).
b. Once County is found eligible to apply for Community Rating System (CRS) Program, Consultant shall develop, fill out, and apply for CRS using FEMA's most current workbook and application. This is anticipated to take approximately one year.
c. Contractor shall assist with developing Floodplain regulation programs and reviewing projects for compliance with Floodplain regulations.
d. Consultant will work remotely, as well as in Monroe County in week long intervals not to exceed 4 weeks in succession.

Hourly Rate:	$150
Maximum 800 hours annually	
Maximum not to exceed	$120,000

No reimbursables for travel and per diem expenses

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Lori Lehr"
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

Lori Lehr
(Signature)

Date: February 3, 2015

STATE OF: Florida

COUNTY OF: Hillsborough

Subscribed and sworn to (or affirmed) before me on

February 3rd, 2015 (date)

by Lori Lehr (name of affiant). He/She is personally known to me or has produced Florida Driver License (type of identification) as identification.

NOTARY PUBLIC
My Commission Expires: 05/17/2017

LORRAINE PROVEDEL
Notary Public, State of Florida
Commission # FF 14301
My comm. expires May 17, 2017

NON-COLLUSION AFFIDAVIT

I, Lori Lehr of the city of Dover according to law on my oath, and under penalty of perjury, depose and say that

1. I am Lori Lehr of the firm of Lori Lehr the CONTRACTOR making the Proposal for the project described in the Request for Proposals for Monroe County and that I executed the said proposal with full authority to do so;
2. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Lori Lehr
(Signature)
Date: February 3, 2015

STATE OF: Florida

COUNTY OF: Hillsborough

Subscribed and sworn to (or affirmed) before me on February 3rd, 2015 (date) by Lori LEHR (name of affiant). He/She is personally known to me or has produced FL DL (type of identification) as identification.

LProvdel
NOTARY PUBLIC
My Commission Expires: 05/17/2017

LORRAINE PROVEDEL
Notary Public, State of Florida
Commission # FF 14301
My comm. expires May 17, 2017

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes Section 287.087 hereby certifies that:

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Lori Lehr
(Signature)
Date: February 3, 2015

STATE OF: Florida

COUNTY OF: Hillsborough

Subscribed and sworn to (or affirmed) before me on Feb 3rd, 2015 (date) by Lori Lehr (name of affiant). He/She is personally known to me or has produced FL DL (type of identification) as identification.

Provedel
NOTARY PUBLIC
My Commission Expires: 05/17/2017

LORRAINE PROVEDEL
Notary Public, State of Florida
Commission # FF 14301
My comm. expires May 17, 2017

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Lori Lehr (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Lori Lehr
(Signature)
Date: February 3, 2015

STATE OF: Florida

COUNTY OF: Hillsborough

Subscribed and sworn to (or affirmed) before me on February 3rd, 2015 (date) by LORI LEHR (name of affiant). He/She is personally known to me or has produced Florida Driver License (type of identification) as identification.

NOTARY PUBLIC
My Commission Expires: 05/17/2017

LORRAINE PROVEDEL
Notary Public, State of Florida
Commission # FF 14301
My comm. expires May 17, 2017

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL

INSURANCE REQUIREMENTS
FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Professional Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 100,000 per Person
$ 300,000 per Occurrence
$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL

WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured** – If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has not been granted the authority to waive this provision.

And

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirement** form should be completed and submitted for consideration.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny this Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision-making authority.

MONROE COUNTY, FLORIDA

Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract:

Contractor: Lori Lehr

Contract for: Lori Lehr

Address of Contractor: 3444 Pittman Rd, Dover, FL 33527

Phone: (727) 235-3875

Scope of Work: Exhibit A of Contract: Floodplain Management & CRS Consultant

Reason for Waiver:

Policies Waiver will apply to: Sole Proprietor - Scope of Work does not require Professional Liability or Workers Compensation

Signature of Contractor: Professional Liability or Workers Compensation Lori Lehr

Approved Not Approved

Risk Management:

Date:

County Administrator appeal:

Approved Not Approved

Date:

Board of County Commissioners appeal:

Approved Not Approved

Meeting Date:

BIDDER **SIGNATURE**

INSURANCE REQUIREMENTS

[FIGURES ARE FOR EXAMPLE ONLY – TAILOR TO FIT THE INDIVIDUAL SITUATION]

Worker's Compensation	$ 100,000	**Bodily Injury by Acc.**
	$ 500,000	Bodily Inj. by Disease, policy lmts
	$ 100,000	Bodily Inj. by Disease, each emp.

General Liability, Including $ 300,000 **Combined Single Limit**

Premises Operation
Products and Completed Operations
Blanket Contractual Liability
Personal Injury Liability
Expanded Definition of Property Damage

Vehicle Liability	$ 50,000	per Person
(Owned, non-owned and hired vehicles)	$100,000	per Occurrence
	$ 25,000	Property Damage
	$100,000	Combined Single Limit

Professional Liability	$250,000	per Occurrence
	$500,000	Aggregate

The Monroe County Board of County Commissioners shall be named as Additional Insured on general liability and vehicle liability policies.

EMPLOYMENT POLICIES

SECTION 2

2.01 APPOINTING AUTHORITY

The Board of County Commissioners shall be the appointing authority for the County Administrator and County Attorney. All other positions under the jurisdiction of the Board of County Commissioners shall be employed and supervised by the County Administrator. Employment of Division and Department Heads will require the confirmation of the Board of County Commissioners. The County Administrator will be responsible for:

A. Approval of all changes in employee status ensuring that all changes are in accordance with the Personnel Policies and Procedures and the Pay/Classification Plan.

B. Ensuring that all positions in all Divisions have been fairly and equally evaluated, rated and classified in accordance with Personnel Policies and Procedures and the Pay/Classification Plan.

2.02 POSITION CONTROL

All positions in the County Service are established and maintained through a budget each fiscal year, approved by the Board of County Commissioners.

A. The establishment of new additional positions, or an increase in hours of a position can only be authorized by the Board of County Commissioners and the County Administrator, subject to adequate justification of need and availability of funds. Establishment of Emergency Disaster positions on a year to year basis do not require the prior approval of the Board of County Commissioners. The personnel in these positions will be trained and utilized on an as needed basis before, during, or after an emergency or disaster and will be paid for by the Hurricane Account Funds.

Positions created on a temporary basis as described below in 2.03 B (3&4) do not require the prior approval of the Board of County Commissioners.

B. For training and transitional purposes, two individuals may fill a budgeted position simultaneously for up to thirty (30) calendar days contingent on available funding. Both individuals shall accrue full benefits and be classified as a Full-time Regular employee.

C. Personnel to fill approved new positions shall be appointed after the position has been evaluated, classified and assigned a pay grade.

2.03 TYPES OF EMPLOYMENT

A. Original employment is subject to budgetary restrictions. When a person is initially employed in a position in County Service, he shall be employed in at least one of the following types of original employment status:

1. Full-Time Regular Employee
2. Substitute Employee
3. Temporary Employee
4. Emergency Temporary Employee
5. Part-Time Employee

6. Trainee
7. Contract

Participation in the Social Security program and the Florida State Retirement System will be in accordance with the rules and regulations governing said programs.

Any employee paid on an hourly basis will not be eligible for fringe benefits.

B. Definitions of types of original employment:

1. Full-Time Regular Employee

a. Full-Time Regular employment will be made to a classification for regularly budgeted County positions, working 25 hours or more per week.

b. A Full-Time Regular employee shall be eligible for all County fringe benefits as set forth in these policies.

c. An employee serving in a full-time regular position shall be eligible for career service status as described in Section 1.01.

2. Substitute Employee

a. Substitute employment may be made to fill positions for which leaves of absences are granted to a regular employee.

b. Substitute employment shall be only for a period of time for which the regular employee is granted leave.

c. A substitute employee shall not be eligible for County fringe benefits.

d. A substitute employee shall be exempt from career service status if employed for less than one continuous year.

3. Temporary Employee

a. Temporary employment may be made when the work of a department requires the services of one or more employees on a seasonal or intermittent basis, or in a position not classified as a regular County position.

b. An employee shall not be allowed to serve on temporary employment of more than 12 consecutive months or, in the case of intermittent employment, for more than 1,040 hours during any 12-month period, except as set forth below.

c. A temporary employee shall not be eligible for County benefits or paid holidays, except as stated in 'e' below.

d. A temporary employee shall be exempt from career service status.

e. All employees who are employed under special grants/projects shall be temporary employees throughout the duration of the grant/project. Such employees shall at no time be

considered regular employees of the County, and shall only have the rights of temporary employees as set forth in these policies and procedures, except as might be specifically set forth in the special grant or project requirements. Grant employees, who do not qualify as temporary employees, are entitled to the same benefits as a regular employee except for Career Service status, and any benefit not eligible for reimbursement under the grant funding for the position.

4. Emergency Temporary Employee

a. Emergency temporary employment may be made when a short-term emergency exists.

b. Emergency temporary employment may be made without regard to the person's training or experience.

c. No person shall be given one or more emergency employments for more than three (3) calendar months.

d. An Emergency Temporary Employee shall not be eligible for County fringe benefits.

e. An employee hired on an emergency basis shall be exempt from career service status.

5. Part-Time Employee

An employee is to be considered part-time if the employee works less than twenty-five (25) hours per week. The salaried part-time employee who works at least twenty (20) hours per week will accrue vacation and sick leave according to scheduled work hours. Anyone working less than twenty (20) hours per week will not accrue sick or annual leave.

6. Trainee Employee

An employee appointed to fill an established position on a regular full-time or part-time basis shall be given trainee status when qualified applicants are not available for the position and the employee does not meet the minimum training and experience requirements for the position. (Refer to Section 4.07.)

7. Contract Employee

Anyone whose employment is project specific will be a contract employee. Said employee(s) will not attain Career Service Status. Each proposed contract will be submitted by the County Administrator to the Board of Commissioners for approval.

2.04 PROBATIONARY PERIOD

A. The standard probationary period for new employees will be twelve (12) months from the date the employee begins working as a regular employee for the County. If at any time during the probationary period it is determined that the employee does not meet performance standards, the employee may be terminated without recourse. The County Administrator, or a designee, shall either: (1) approve, in writing, retention of the employee, at which time the employee shall be granted career service status: or (2) decide that the probationary period will be extended for no longer than an additional 90 days if the employee has not met performance standards : or (3) in the event the County shall fail to approve the employees' retention the employee shall automatically be separated from employment with the County, said separation being absolutely final, with no rights of appeal to any authority, including the grievance procedure contained herein.

Temporary employees, Federal or State Grant employees as well as employees originally hired under the CETA Program will retain their original date of hire if transferred to or hired in a regular County position for use in procedures governing fringe benefits and evaluation purposes, when applicable. Said employee must then serve the standard 12-month probationary period, before becoming eligible for career service status.

B. During the probationary period, the Department Head or duly-appointed representative must observe the employee's work habits, attitude and attendance to see if continued employment in the job is desirable.

C. In the event an employee receives a promotion through the promotional opportunity process, said employee will serve a 90 day probationary period, or the remainder of their original probationary period, whichever is greater. If during this probationary period the employee does not meet performance standards, he or she may be terminated without right of appeal if recommended by the Department Head and the Division Director and approved by the Administrator, but will be able to apply for another County position through the promotional opportunity system for 1 year, after which time he or she must wait until a desired position is open to the public.

D. Any employee whose position evolves into accepting additional or different duties and/or responsibilities within the same department may be reclassified to another pay grade and/or title upon recommendation of the Department Head and Division Director and approved by the Administrator but will not serve an additional probationary period. (See Section 3.04 and 3.05.)

2.05 DEFINITION OF SERVICE

A. Creditable Service shall be defined as service during which the employee was on the payroll of the County, or on approved leave of absence without pay.

B. An employee's continuous service date shall be established as the most recent date of hire and may not precede the date of actual job performance.

C. Authorized leaves of absence to the extent provided in Section 8 of these policies shall not be considered a break in service effective at the end of the employee's regular shift on the last day of work.

D. If an employee has a break of service of 48 hours or more, he/she cannot be reinstated to his/her former employment status. If he/she is selected for County employment after such a break in service, he/she must begin as a new employee in all respects, except for Retirement Benefits which are governed by Florida Statutes.

E. Any unauthorized leave without pay for three consecutive work days or more may be considered a break in service, and may result in termination.

2.06 MEDICAL EXAMINATIONS

A. In order to maintain a vigorous and healthy work force the County shall require post offer medical examinations by a physician designated by the County.

B. The County Administrator may require that an employee submit to a physical and/or psychiatric examination by a physician or other qualified practitioner at any time during their employment, which may include blood and/or urine testing for drug or alcohol usage. Charges for same will be the responsibility of the County.

Grant Programs will provide funding for medical examinations for their employees in their respective budgets.

C. Should an examination result in disclosure of inability to meet the required minimum standards of the specific occupation, the results of the examination shall be reviewed by the Human Resources office and the employee's Department Head and/or Division Director. Findings and recommendations shall be forwarded to the County Administrator for final disposition. Payment of any expense incurred by the applicant/employee other than the initial examination required by the County will be the responsibility of the applicant/employee.

D An employee determined to be physically or mentally unfit to continue working in his/her current classification may be terminated, but may apply through the promotional opportunity system for any available position for which said employee is determined to be qualified as well as physically and mentally fit to perform all required duties of the position. Said employee will have promotional opportunity rights for one year after his/her termination date.

E. If a Department Head has reasonable suspicion that an employee is under the influence of, or using alcoholic or illegal substances, that Department Head may require that said employee be examined by a physician who may include blood and/or urine testing.

2.07 BASIS FOR CHANGE OF STATUS

Selection of applicants for new hire and in-house promotion shall be based on the applicant's ability to perform the job as outlined in the job description of the position being filled. The job description shall identify the specific knowledge, skills, and abilities necessary for the successful performance of the duties of the position.

An evaluation of the applicant's knowledge, skills, and abilities as reflected in education, experience, licensure or certification as outlined on the employment application shall be compared to the required minimum qualifications of the position. All applicants who appear to possess the required minimum qualifications shall be evaluated according to uniform and consistently applied selection techniques established by Personnel Policies and Procedures. These selection techniques shall be designed to provide maximum validity, reliability, and objectivity and result in selection from among the applicants who are most qualified for the position.

In determining change of status as a result of demotion, recall from layoff or transfer, job performance shall be the sole criterion. Job performance being equal, length of continuous service shall be the criterion.

2.08 SELECTION PROCESS

All interviews whether for new hire or in-house promotion must follow the interview procedures outlined in Administrative Instruction 4705.

2.09 TRANSFERS

A. The County Administrator may, at any time, transfer an employee from one area to another and/or from one position to another when he determines that it is in the best interest of the operation of the County to do so. Transfers will be made by the County Administrator based upon a recommendation by the employee's Department Head and Division Director.

B. Employees will be notified in writing of the County Administrator's decision to transfer them. Employees who claim that a transfer is made arbitrarily and capriciously or that it is being recommended for disciplinary reasons may appeal a transfer decision pursuant to Section 10 (Employee Complaint/Grievance Procedure).

2.10. EMPLOYEE TRAINING

The County may require any employee to attend any and all training deemed necessary to perform his or her job duties adequately and safely. Prior to employment with Monroe County, it is the applicant's responsibility to provide proof of completion of said training requirements. Once employed, any certification or training deemed necessary for continued employment is to be paid by the individual with reimbursement made after successful completion. See 2.11, item A.

2.11 EDUCATIONAL ASSISTANCE PROGRAM

A. EDUCATIONAL ASSISTANCE POLICY[3]

The County may provide financial assistance to County employees for educational courses which are applicable to the employee's field of work, or of such nature and quality to directly contribute to the employee's value and potential growth in the County service. Employees required to maintain training and certification requirements as a condition of employment are also eligible for this program.

In the case of a degree-seeking student; although attainment of said degree may provide job enhancement for the employee, courses taken in the pursuit of the degree must have some relation to County employment.

B. ELIGIBILITY

An employee will be considered eligible for participation in the Educational Assistance Program if he has been a full-time employee of the County for one year or more, and is so recommended by the Supervisor and Department Head.
An exception may be made for those employees referred to in Ordinance No. 008-1987, as approved by the Board of Commissioners.

C. APPLICATIONS

An Employee must submit the completed Request for Educational Assistance Form to the immediate Supervisor and Department Head for approval prior to the employee enrolling in the course.

The Department Head shall review the employee's eligibility to participate in the Educational Assistance Program and shall be responsible for the administration of the program.

Upon enrollment in the course, the employee shall submit to the Department Head the enrollment receipt and textbook receipt.

Upon completion of the course, the employee shall submit to the Department Head the proof of successful completion. The tuition and textbook receipts, the Audit Slip or Purchase Order and the proof of successful completion will be sent to the Finance Department for processing. A copy of all

[3] See Florida Statutes 112.063

the documentation will be sent to the Human Resources office and placed in the employee's personnel file.

D. TIME OFF FROM WORK

Qualified employees may be permitted time off from work with pay to attend educational training classes or seminars which are related to their job duties but which are not available during non-working hours, if approved by the applicable Department Head and/or Division Director. Allowable time off will be restricted to a maximum of 160 hours in any calendar year unless specifically otherwise approved by the County Administrator.

Employees are attending this training on a volunteer basis and time allowed for attending such training does not constitute hours worked for the purpose of computing required overtime payments.

E. REIMBURSEMENT

1. Upon the successful completion of approved courses, the employee will be eligible for reimbursement of tuition, textbooks, online access fees, distance learning fees, and lab fees. The employee must present a certification of successful course completion and a paid receipt for tuition, textbooks, online access fees, distance learning fees, and lab fees to the Department. Requests for reimbursement must be made within sixty days after completion of the course.

2. Textbook reimbursement allowance is limited to $125 per course. The employee is responsible for paying any difference.

3. Reimbursement for tuition will be made only to employees who are on the active payroll when payment is due.

4. Where tuition is covered under benefits from the Veterans Administration or a philanthropic source, qualified employees may participate only in the "time off from work" feature of the program.

5. Reimbursement under the Educational Assistance Program constitutes income to the employee. The County must withhold taxes from this income and report to government agencies in the same manner.

6. Employees must provide their own transportation to and from training.

7. Refunds shall be limited subject to the availability of funds and the number of participants in the program.

8. This program may be amended or terminated at any time, however, such amendment or termination will not affect any courses of study previously approved.

F. CONDITIONS OF REIMBURSEMENT

Employees who obtain reimbursement for any educational assistance program shall remain with the County at least one (1) year after completion of courses, otherwise any reimbursement which was made by the County to the employee shall be refunded to the County, if the employee terminates within less than one (1) year from date of completion of educational assistance courses. Further

funding to the County shall be accomplished by deducting all reimbursement due from the employee's final paycheck.

2.12 EMPLOYEE SAFETY

It is the responsibility of the County to promote and pursue a safe and healthy environment for all employees. Monroe County has a viable safety program administered and enforced by the Monroe County Safety Officer according to the Safety Policies and Procedures adopted by the Board of County Commissioners.

Employees will observe all safety rules and regulations established by the State of Florida and County Government. Division Directors, Department Heads and Supervisors are responsible for the observance of those rules within their jurisdiction. Failure to comply may result in disciplinary action.

2.13 PROMOTIONAL OPPORTUNITIES

A. It is the policy of the Board of County Commissioners to consider qualified County employees for promotional opportunities before applicants from the general public are considered. An employee must remain in his or her respective position for a period of at least six (6) months before transferring to another position through the Promotional Opportunity system. If it is thought to be in the best interest of the County to waive this rule, prior approval of the appropriate Division Director(s) and the County Administrator must be obtained. Please review Section 2.04 Probationary Period. Promotional Opportunities will be posted on bulletin boards throughout the County system for seven (7) calendar days.

   a. Contractual Commissioner Aide positions (Executive Assistants) will not be required to be posted and/or advertised unless at the request of the Commissioner with the vacancy.

B. An eligible employee wishing to apply for a promotional position will complete the Promotional Opportunity Application Form within the seven (7) day period (date of posting is day one (1)) and submit it to the Human Resources office. The Human Resources office will review these completed forms and forward all in-house applications to the Department with the vacancy for consideration.

C. During the seven (7) days the position is posted, any qualified County applicant is to be given preference in the vacant position. All Promotional Opportunity applications must be reviewed by the department with the vacancy.
It is the responsibility of the hiring department to review in-house applications and conduct interviews for qualified County applicants. Any qualified employee filing a Promotional Opportunity within the required seven (7) day period is to be considered a priority. In the event the Promotional Opportunity is not received within the seven (7) day period, the in-house employee shall lose preferential treatment.

D. Eligible veterans and spouses of veterans will receive preference in initial employment pursuant to Florida's Veterans' Preference Law {Chapter 295, Florida Statutes}, with the exception of those positions which are exempt under said law.

2.14 EQUAL OPPORTUNITY POLICY

A. The County is firmly committed to equal employment opportunity, and does not discriminate in any employment-related decisions on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability or other similar factors that are not job-related.

The County's policy of equality of opportunity applies to all organizational levels of the County and to all job classifications. It is the responsibility of each elected or appointed public official, Division Director,

Department Head and Supervisor to give the County's non-discrimination policy full support through leadership, and by personal example. In addition, it is the duty of each public official and each employee to help maintain a work environment which is conducive to, and which reflects, the County's commitment to equal employment opportunity.

B. All personnel actions shall be based solely on ability and fitness of the individual.

C. The Human Resources office shall see that information about job opportunities is readily available to all employees and citizens of the County, and a continuing program shall be conducted to make the Equal Employment policies known to all citizens of the County.

D. In this capacity, the Human Resources office will be responsible for anticipating problems, formulating solutions, presenting complete analysis of alternatives and recommended corrective actions and coordinating the recommended actions with public officials, Division Directors, Department Heads and employees.

In the implementation of this policy, the County will aggressively seek personnel for all job levels within the organization through upgrading and recruitment from minority group members and women.

This policy is specifically included and will be a continuing and essential component of the Personnel Policies and Procedures.

E. Harassment of any kind is prohibited and will not be tolerated. A violation of this policy will subject an employee to disciplinary action, up to and including termination of employment. Any violation which cannot be remedied through the disciplinary process set forth in these policies and procedures may be considered by the Board of County Commissioners for any other avenues legally available, such as, but not limited to, contractual remedies, no trespass orders, injunctive relief, removal of workplace accommodations which have been abused, or through federal or state laws protecting workers in the workplace.

Harassment is defined as verbal or physical conduct which:

1. Denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, gender, national origin, age, veteran status, marital status, familial status, sexual orientation, gender identity or expression, or disability/handicap, or that of his or her relatives, friends or associates.
2. Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
3. Has the purpose or effect of unreasonably interfering with an individual's work performance or;
4. Otherwise adversely affects an individual's employment opportunities.

Prohibited harassing conduct includes, but is not limited to, epithets, slurs, jokes, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, color, religion, gender, age, national origin, veteran status, marital status, familial status, sexual orientation, gender identity or expression, or disability/handicap. Prohibited harassing conduct includes written or graphic material that is placed on walls, bulletin boards or elsewhere on the premises or that is circulated in the workplace.

The above policy includes, but is not limited to, sexual harassment. Sexual harassment is defined as:

1. Unwelcome sexual advances;
2. Requests for sexual favors;
3. Verbal or physical conduct of a sexual or otherwise offensive nature, particularly where:
    a. submission to such conduct is made, explicitly or implicitly, a term or condition of employment;
    b. submission to or rejection of such conduct is used as a basis for decisions affecting an individual's employment; or

c. such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

4. Sexually offensive jokes, innuendoes, and other sexually oriented statements or behavior.

If an individual experiences or observes any form of harassment of an employee by any person (regardless of the offender's identity or position), he/she is required to promptly report the incident to a Division Director, Department Head, the Human Resources Administrator or the County Administrator. Division Directors and Department Heads are responsible for promptly reporting the allegations or concerns to the Human Resources Administrator or the County Administrator. (It is encouraged that the individual put such a complaint in writing). If the complaint is about the County Administrator or any other person whose official or political position leads an employee to believe that the complaint may be ignored or handled improperly, the individual who experiences or sees any prohibited form of harassment which he/she is required to report may report the conduct to a county commissioner, who shall see that it is properly processed by staff in an objective manner. The complaint will be immediately investigated and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with the County's investigation.

If the County determines that an employee (including public officials, Division Director, Department Head, or supervisor) or third-party has harassed another individual, appropriate remedial action will be taken against the offender, up to and including termination. If the harassment involves a third party such as a contractor, vendor, supplier, or other visitors to County buildings or the workplace, that person may be barred from the premises.

The County prohibits any form of retaliation or coercion (including intimidation, interference or discrimination for lodging a bona fide complaint under this policy or for assisting in the investigation of a claim of harassment. If an individual experiences or observes any form of retaliation by any person, employee or non-employee (regardless of the offender's identity or position) he/she is required to promptly report the incident to a Division Director, Department Head, the Human Resources Administrator or the County Administrator. Division Directors and Department Heads are responsible for promptly reporting the allegations or concerns to the Human Resources Administrator or the County Administrator. It is encouraged that the individual put such a complaint in writing. The complaint will be immediately investigated and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with the County's investigation. If the complaint is about the County Administrator or any other person whose official or political position leads an employee to believe that the complaint may be ignored or handled improperly, the individual who experiences or sees any prohibited form of harassment which he/she is required to report may report the conduct to a county commissioner, who shall see that it is properly processed by staff in an objective manner. The county will protect individuals who make a complaint to the extent legally possible. Any bona fide complaint will in no way be used or held against an employee (or non-employee) nor will it leave an adverse impact on the complaining employee's employment.

Individuals shall not assume that the County is aware of a harassment problem and are required to adhere to this policy and make a report so that the problem can be resolved. Any questions concerning this policy should be addressed to Human Resources.

F. If one believes that the County has violated the equal opportunity policy, as stated in this section, he/she should submit a written complaint to the EEO Coordinator. The EEO Coordinator shall investigate the complaint and respond to the complaint.

2.15 EMPLOYEE RECOGNITION

A - EMPLOYEE OF THE QUARTER/YEAR PROGRAM

Monroe County has established an Employee Service Award which is designed to recognize employees who demonstrate superior performance and dedication to their work which is above and beyond the call of duty. (See Monroe County Administrative Instruction Series 4000.) The employee selected for the quarter shall be awarded a $300 one time lump sum payment and an appreciation plaque. The employee of the year shall receive a one-time lump sum payment of $3,000 and an appreciation plaque.

B - YEARS OF SERVICE PROGRAM

Monroe County has established a program to recognize County employees who have been in the County Service for Five, Ten, Fifteen, Twenty, Twenty-five, Thirty, and Thirty-five years. Grant and part-time employees will be eligible for the years-of-service program.

At the employee's anniversary date, or as soon thereafter as is feasible, the Human Resources office will send Division Directors a list of employees that are eligible for a years of service award that month along with a template letter for recognizing the employee and notifying the Payroll office. Each Division will be responsible for completing and providing a letter of recognition to the employee along with providing a copy to Human Resources to be placed in the employee's personnel file, noting the years of service and the award that will be given. Payment of the award will be distributed as outlined below and will be included in the employee's paycheck. A letter to the Payroll Department will be completed by the Division informing Payroll what the amount of the award shall be and a copy of the letter provided to Human Resources to be placed in the employee's personnel file. It is the Division's responsibility to discuss the presentation opportunity with the employee and together come to a decision as to whether the employee would like to be recognized at the BOCC meeting. If the employee chooses to be recognized at the BOCC meeting, the Division must coordinate with the Human Resources office regarding the appropriate award as outlined below, and with the County Administrator's office to ensure that said recognition is placed on the meeting agenda. Whenever possible, this presentation will take place at the BOCC meeting in the employee's location. The following will be provided in a lump sum payment to the employee:

a - For 5 years of service, a decorative pin and a $100.00 award;
b - For 10 years of service, a decorative pin and a $175.00 award and recognition at the BOCC Meeting;
c - For 15 years of service, a decorative pin and a $200.00 award and recognition at the BOCC Meeting;
d - For 20 years of service, a decorative pin and a $350.00 award and recognition at the BOCC Meeting;
e - For 25 years of service, a decorative pin and a $500.00 award and recognition at the BOCC Meeting;
f - For 30 years of service, a decorative pin and a $1,000.00 award and recognition at the BOCC Meeting;
g – For 35 years of service, an engraved Lucite desk clock and a $1,500.00 award and recognition at the BOCC meeting.

C. EMPLOYEE SUGGESTION PROGRAM

The employee suggestion program is designed to incentivize ideas by providing monetary awards to employees who provide suggestions. (See Monroe County Administrative Instruction Series 4010). All employees are eligible to submit suggestions with the exception of the County Administrator, Deputy County Administrator, and the County Attorney.

The suggestion shall be submitted on the appropriate form and submitted to the Human Resources Administrator for appropriate routing. Once the Department Head has properly reviewed the suggestion, it will be forwarded to a Committee consisting of all four Division Directors and the Deputy Administrator or

their designee for review. The Committee shall either vote to implement or not implement the suggestion and forward to the County Administrator for final review. The County Administrator shall then provide direction to the appropriate individuals to proceed with any recommendations and/or implementation of the suggestion if it is decided to proceed with implementation.

Eligible suggestions must result in one or more of the following:

- Identifiable savings in time, material or cost
- Significant improvement in a process
- Improvement in tools or equipment
- Increase in efficiency
- Elimination of hazard to personnel
- Improvement in working conditions
- Improvement in public relations
- Improvement in public service without increased cost

Ineligible suggestions (list is not all inclusive):

- Matters already under study or review by management
- Duplicate suggestion already received or very similar to any suggestion previously received by program
- Matters requiring legal adjudication requiring legislative or court action other than by County ordinance
- Stricter enforcement of already existing rules, regulations or laws
- Suggestions that require costly testing or experimentation before acceptance and implementation
- Requests for additional equipment of a common nature or for obvious or normal replacements, repairs or maintenance
- Solution to a problem which is already within the scope of the duties, assignments and responsibilities of the employee's position
- Suggestions that involve work hours and other conditions of employment
- Suggestions or changes in procedures, new buildings, equipment, and installations in operation less than 12 months, since such ideas generally cover items that are part of the normal trial-run adjustments which ordinarily are made within that time
- Suggestions pertaining to salary schedules, job classifications, benefits and grievances
- A statement indicating the need for change or improvement without suggesting how to make the change or improvement
- Suggestions which would impose new or additional taxes or fees for revenue purposes
- Petition or anonymous suggestion
- Ideas which involve State, Federal or Local Grant funds
- Matters within the scope of collective bargaining

Eligible suggestions will be considered for an award when they are implemented or when an implementation date is established to occur within one year of the date of receipt of the suggestion. Rewards are contingent upon there being available funds budgeted by the Board of County Commissioners.

Tangible: Suggestions that generate measurable, identifiable savings will receive a lump sum award of:

- 10% of the first year's savings with a maximum of $2,500
- The minimum award shall be $50.00

Suggestions where a savings cannot initially be accurately determined upon implementation:

- Partial award of 5% of the estimated savings up to a maximum of $1,000. After the first year's savings can be accurately determined, the employee will receive an additional amount up to 10% of the total of the first year's savings which shall not exceed $1,500.

Intangible: Suggestions that significantly improve the quality of work life or have an overall benefit but do not generate measurable, identifiable savings or income, or suggestions that significantly improve customer service. Suggestions may involve improvements in working conditions, changes in procedures, improved morale, public relations, employee health or safety.

- A minimum award of $25 with a maximum award of $1,000. The amount of the award shall be recommended by the Committee and approved by the County Administrator.

The awardee(s) shall be recognized at a Board of County Commissioner's meeting.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
INSURED Lori Lehr 3441 Pittman Road Dover FL 33527	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Hiscox Insurance Company Inc — 10200 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		UDC-1538299-CGL-15	02/02/2015	02/02/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

APPROVED BY RISK MANAGEMENT
BY
DATE 2.3.15
WAIVER N/A YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Monroe County Board of County Commissioners are additional insureds on the Hiscox General Liability Policy UDC-1538299-CGL-15.

CERTIFICATE HOLDER

The Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AMENDED MONROE COUNTY CONTRACT FOR
National Flood Insurance Program (NFIP), Floodplain Regulations, and Community Rating System (CRS) Professional Support Services

THIS AGREEMENT ("Agreement") is made and entered into this ~~9th~~ 16th day of ~~January~~ September, 2015 by and between MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and Lori Lehr ("CONTRACTOR"), whose address is 3441 Pittman Road, Dover, Florida 33527 (collectively, the "Parties").

WHEREAS, the County has certain objectives as directed and established by the Board of County Commissioners, and which are consistent with, and supportive of the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP), Floodplain Regulations, the Community Rating System (CRS) within the NFIP, and the Monroe County Code of Ordinances, and all other Federal, State, and Local laws governing work performed under this Contract; and

WHEREAS, it has been determined that it is in the best interests of Monroe County and its residents that a contract for NFIP, Floodplain Regulations, and CRS Support Services be entered into with a private provider of such services; and

WHEREAS, CONTRACTOR desires to provide such services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. SCOPE OF SERVICES

CONTRACTOR shall do, perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – Exhibit A – which is attached hereto and made a part of this agreement.

Language required by Section 2-152, Monroe County Code:

By entering into this Agreement, the CONTRACTOR warrants that it has not employed, retained or otherwise had act on its behalf any former county officer or employee subject to the prohibition of Section 2-149 of the Monroe County Code or any current county officer or employee in violation of Section 2-150 of the Monroe County Code. For breach or violation of this provision the county may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former county officer or employee or current county officer or employee.

Sec. 2-149. - Lobbying regulated.

(a) No former county officer or employee shall, within two years following vacation of office or termination of employment, lobby on behalf of any other person or business entity in any formal or informal appearance before, or with the intent to influence, make any oral or written communication on behalf of any other person or business entity, to:

(1) Any board, commission, authority, or advisory body of the county; or

(2) Any department, division, special district or bureau of the county, in connection with current or future procurement of goods and/or services.

(b) This section shall not apply in the case of collective bargaining or to officers or employees in the employ of the county on the effective date of the ordinance from which this article is derived. This section shall also not apply to any officer holding an elected office, or to an officer holding an appointment to any board, commission, or authority, on the effective date of the ordinance from which this article is derived except that, if such officer is elected or appointed for another term of office, which term commences after the effective date of the ordinance from which this article is derived, then this section shall apply.

Section 2-150. - Appearance relating to procurement of goods, services.

(a) Except as required by statute, ordinance, resolution, rule or custom for the proper discharge of official duty, no county officer or employee shall, if elected or appointed after the effective date of the ordinance from which this article is derived, make a formal or informal appearance before, or, with the intent to influence, make any oral or written communication in connection with current or future procurement of goods and/or services, to:

(1) Any board, commission, authority, or advisory body of the county; or

(2) Any department, division, or bureau of the county.

(b) This section shall not apply in the case of collective bargaining.

Section 2. QUALIFICATIONS NECESSARY OF CONTRACTOR

The CONTRACTOR must have experience with FEMA NFIP, Floodplain regulations, and CRS.

Section 3. TERM OF AGREEMENT

The Agreement will begin on the date entered above and will continue for a period of 2 fiscal years, unless terminated in accordance with Section 8, below. The term of this Contract shall be renewable for two additional periods of up to two (2) years with the same terms. Renewal is subject to satisfactory performance by CONTRACTOR and the availability of County funds. This Agreement is subject to annual appropriation by the Board of County Commissioners.

Section 4. COMPENSATION

Compensation to the CONTRACTOR will be as follows ("Contract Price"): The County, in consideration of the CONTRACTOR substantially and satisfactorily performing and carrying out the objectives of the County in providing professional support services as detailed in the Scope of Services (attached hereto as Exhibit A), shall pay the CONTRACTOR based on invoices submitted by Consultant to the County's Division of Growth Management on a monthly basis. The Contract Prices in Exhibit A are all inclusive.

No claims for reimbursement for expenses will be reimbursed.

Hourly Rates will be those on Exhibit A. Invoices much provide sufficient detail and documentation to support the activities and services for the billing period covered by the invoice, including but not limited to the exact dates, hours of service, job classification, and description of work completed for each individual providing service under this contract. Total Contract shall not exceed $120,000 annually on a fiscal year basis.

By entering into this Agreement, the CONTRACTOR warrants that it understands that the Contract Price represents the full compensation for all services under this Agreement. There will be no payment for any additional expenses, including but not limited to telephone, facsimile, postage, mileage, per diems, or any other travel expenses.

Section 5. PAYMENT TO CONTRACTOR

1. Payment will be made according to the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes, following presentation of an invoice in a form satisfactory to the Clerk of Courts for Monroe County (Clerk). The request must describe in detail the services performed and the payment amount requested.
2. Continuation of this Agreement is contingent upon annual appropriation by Monroe County Board of County Commissioners.
3. The Contractor will submit such invoice monthly for services provided during the preceding month.
4. There are no reimbursable items.
5. After the Clerk of the Board examines and approves the request for payment, the County shall reimburse the Consultant by Check.

Section 6. INDEPENDENT CONTRACTOR

At all times and for all purposes, the Contractor, its agents and employees are considered to be Independant Contractors in their performance of the work contemplated hereunder. As such, the Consultant, its agents and employees shall not be entitled to any of the benefits, rights or privileges of County employees. Employees of the Consultant shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. The contractor shall provide worker's compensation insurance, any benefits as desired, and shall be responsible for all tax withholding.

Section 7. STAFFING

Since this Contract is a service agreement, staffing is of paramount importance. Contractor shall provide services using the following standards, as a minimum requirement:

1. The Contractor shall provide at its own expense all necessary personnel to provide the services under the Contract. The personnel shall not be employees of or have any contractual relationship with the County.
2. All personnel engaged in performing services under this contract shall be fully

qualified, and if required, be authorized or permitted under state or local law to perform such services.

3. The County shall, at its sole discretion, have the option to reject any individual provided to perform services under the Contract by the Contractor.
4. The Contractor shall require each of its employees to execute an acknowledgement that he/she is not an employee of County and that he/she is an employee of the Contractor and recognizes that no County benefits are available, as attached as Exhibit C.
5. The Contractor shall report to the Building Official, the Growth Management Division Director and the Permit Administrator as necessary. The Building Official has the final authority to approve the decision and work products of the Contractor related to Floodplain regulation and enforcement. Other work products may be approved by the Permit Administrator or Growth Management Division Director.
6. Employee of Contractor or Contractor shall comply with the Work Policies and Regulations of County attached as Exhibit B.

Section 8. CONTRACT TERMINATION

Either party may terminate this Agreement because of the failure of the other party to perform its obligations under the Agreement. COUNTY may terminate this Agreement for cause if the Contractor shall default in the performance of any one of the following events and same is not corrected to the satisfaction of the County within thirty (30) days after the County provides the Contractor with written notice of said default:

1. Failure to provide services described in this contract.
2. Failure to comply with local, state, federal rules or regulations pertaining to this contract.
3. Breach of any other term, condition, or requirement of this agreement.

Section 9. RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Section 55.03 of the Florida Statutes, running from the date the monies were paid to CONTRACTOR.

Florida Statutes Section 119.0701:

CONTRACTOR will:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Section 10. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONTRACTOR agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 11. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 12. ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party.

Section 13. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives,

successors, and assigns.

Section 14. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 15. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 16. NONDISCRIMINATION

COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps: 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 29-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC ss. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 17. CODE OF ETHICS

CONTRACTOR and COUNTY both understand and agree that officers and employees of the COUNTY are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 18. NO SOLICITATION/PAYMENT

The COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 19. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

Section 20. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 21. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 22. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 23. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 24. INSURANCE POLICIES

As a pre-requisite of the work governed, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract.
Within 10 days following execution of this agreement, the CONTRACTOR shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

Certificate of Insurance
or
A Certified copy of the actual insurance policy.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on general liability and vehicle liability policies.

Section 25. INDEMNIFICATION

The CONTRACTOR does hereby consent and agree to indemnify and hold harmless the COUNTY, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONTRACTOR or substantial and unnecessary delay caused by the willful nonperformance of the CONTRACTOR and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. Further the CONTRACTOR agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONTRACTOR.

At all times and for all purposes hereunder, the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONTRACTOR shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

Section 26. ASSIGNMENT.

No assignment of this contract is permitted.

Section 27. SERVICES.

When the contractors services are needed in the County, the CONTRACTOR shall have a work spot in both Key Largo and Marathon.

Section 28. TIME.

~~The CAVs are the big issue right now. Prasad visits every 6 months. The findings are accumulating and many of the files have already received certificates of occupancy. So our ability to require them to change things is legally gone. But Prasad won't give them up. I'm meeting with our County Attorney 1/26 to start getting him in the loop. I would want you to be here when he is here and then I'm not sure the time it will take for you to work with Mary Wingate to review things and help respond to Prasad.~~ CONTRACTOR will spend 50% of the total hours of the contract onsite.

Section 29. NOTICES.

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

FOR THE COUNTY:

Monroe County
Administrator
1100 Simonton Street
Key West, FL 33040

Monroe County Attorney
1111 12th St. Suite 408
Key West, FL 33041

Monroe County
Growth Management
2798 Overseas Hwy
Marathon, FL 33050

FOR CONTRACTOR:
Lori Lehr
3441 Pittman Road
Dover, Florida 33527

Section 30. Entire Agreement

This agreement constitutes the entire agreement between the County and Contractor for the services contemplated herein. Any amendments or revisions to this agreement must be in writing and be executed in the same manner as this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the 16th day of Sept. 2015

(SEAL)

Attest: AMY HEAVILIN, CLERK
OF MONROE COUNTY, FLORIDA

By Cheryl Robertson
Deputy Clerk

WITNESS Debra Roberts
Print Name: Debra Roberts

WITNESS Ashley Weaver
Print Name: Ashley Weaver

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By
Mayor/Chairman

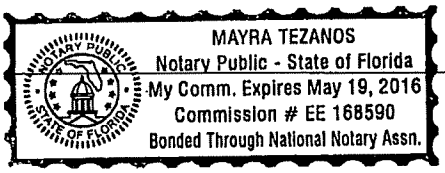
By Lori Lehr
Lori Lehr
Title: Contractor

STATE OF FLORIDA
COUNTY OF MONROE

On this 11 day of September 2015, before me appeared Lori Lehr, Contractor, the person whose name is subscribed above, and who produced _____ as identification, or is personally known to me, and acknowledged that she is the person who executed the above Contract for the purpose therein contained.

Mayra Tezanos
Notary Public

_____
Print Name

My commission expires: 

Seal

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 9/10/15

EXHIBIT A
SCOPE OF SERVICES

SPECIFICATIONS

Scope of Services:

a. Contractor shall assist the County with Community Assistant Visit (CAVs) audits and assist in writing responses to the CAVs to Federal Emergency Management Agency (FEMA).
b. Once County is found eligible to apply for Community Rating System (CRS) Program, Consultant shall develop, fill out, and apply for CRS using FEMA's most current workbook and application. This is anticipated to take approximately one year.
c. Contractor shall assist with developing Floodplain regulation programs and reviewing projects for compliance with Floodplain regulations.
d. Consultant will work remotely, as well as in Monroe County in week long intervals not to exceed 4 weeks in succession.

Hourly Rate:	$150
Minimum 800 hours annually	
Maximum not to exceed	$120,000 annually on a fiscal year basis

No reimbursables for travel and per diem expenses

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Lori Lehr"
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

Lori Lehr
(Signature)

Date: 9-11-2015

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me on

September 11, 2015 (date)

by LORI LEHR (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Mayra Tezanos
NOTARY PUBLIC
My Commission Expires: _____

MAYRA TEZANOS
Notary Public - State of Florida
My Comm. Expires May 19, 2016
Commission # EE 168590
Bonded Through National Notary Assn.

NON-COLLUSION AFFIDAVIT

I, Lori Lehr of the city of Dover according to law on my oath, and under penalty of perjury, depose and say that

1. I am Lori Lehr of the firm of Lori Lehr the CONTRACTOR making the Proposal for the project described in the Request for Proposals for Monroe County and that I executed the said proposal with full authority to do so;
2. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Lori Lehr
(Signature)
Date: 9-11-2015

STATE OF: Florida

COUNTY OF: Monroe

Subscribed and sworn to (or affirmed) before me on September 11, 2015 (date) by Lori Lehr (name of affiant). He/She is personally known to me or has produced _____(type of identification) as identification.

Mayra Tezanos
NOTARY PUBLIC
My Commission Expires: _____

MAYRA TEZANOS
Notary Public - State of Florida
My Comm. Expires May 19, 2016
Commission # EE 168590
Bonded Through National Notary Assn.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes Section 287.087 hereby certifies that:

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Lori Lehr
(Signature)
Date: 9-11-2015

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me on 9-11-2015 (date) by Lori Lehr (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Maeyra Tezanos
NOTARY PUBLIC
My Commission Expires: _____

MAYRA TEZANOS
Notary Public - State of Florida
My Comm. Expires May 19, 2016
Commission # EE 168590
Bonded Through National Notary Assn.

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Lori Lehr (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Lori Lehr
(Signature)
Date: 9-11-2015

STATE OF: FLORIDA

COUNTY OF: MONROE

Subscribed and sworn to (or affirmed) before me on September 11, 2015 (date) by Lori Lehr (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

Mayra Tezanos
NOTARY PUBLIC
My Commission Expires: _____

MAYRA TEZANOS
Notary Public - State of Florida
My Comm. Expires May 19, 2016
Commission # EE 168590
Bonded through National Notary Assn.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL

INSURANCE REQUIREMENTS
FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
BETWEEN
MONROE COUNTY, FLORIDA
AND

_____

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Professional Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 100,000 per Person
$ 300,000 per Occurrence
$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL

WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured** – If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has been granted the authority to waive this provision.

And

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirement** form should be completed and submitted for consideration.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny this Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision-making authority.

MONROE COUNTY, FLORIDA

Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract:

Contractor: Lori Lehr

Contract for: Lori Lehr

Address of Contractor: 3441 Pittman Road, Dover, FL 33527

Phone: (727) 235-3875

Scope of Work: Exibit "A" of this Contract. Floodplain Management & CRS Consultant

Reason for Waiver: Sole Proprietor - Scope of work does not require Professional Policies Waiver Liability or Workers Compensation

will apply to: Professional Liability and Workers Compensation Insurance

Signature of Contractor: Lori Lehr

Approved Not Approved

Risk Management:

Date:

County Administrator appeal:

Approved Not Approved
Date:

Board of County Commissioners appeal:

Approved Not Approved

Meeting Date:

BIDDER **SIGNATURE**

INSURANCE REQUIREMENTS

[FIGURES ARE FOR EXAMPLE ONLY – TAILOR TO FIT THE INDIVIDUAL SITUATION]

Worker's Compensation	**$ 100,000**	**Bodily Injury by Acc.**
	$ 500,000	Bodily Inj. by Disease, policy lmts
	$ 100,000	Bodily Inj. by Disease, each emp.

General Liability, Including	**$ 300,000**	**Combined Single Limit**

Premises Operation
Products and Completed Operations
Blanket Contractual Liability
Personal Injury Liability
Expanded Definition of Property Damage

Vehicle Liability	$ 50,000	per Person
(Owned, non-owned and hired vehicles)	$100,000	per Occurrence
	$ 25,000	Property Damage
	$100,000	Combined Single Limit

Professional Liability	$250,000	per Occurrence
	$500,000	Aggregate

The Monroe County Board of County Commissioners shall be named as Additional insured on general liability and vehicle liability policies.

EXHIBIT B

EMPLOYMENT POLICIES

SECTION 2

2.01 APPOINTING AUTHORITY

The Board of County Commissioners shall be the appointing authority for the County Administrator and County Attorney. All other positions under the jurisdiction of the Board of County Commissioners shall be employed and supervised by the County Administrator. Employment of Division and Department Heads will require the confirmation of the Board of County Commissioners. The County Administrator will be responsible for:

A. Approval of all changes in employee status ensuring that all changes are in accordance with the Personnel Policies and Procedures and the Pay/Classification Plan.

B. Ensuring that all positions in all Divisions have been fairly and equally evaluated, rated and classified in accordance with Personnel Policies and Procedures and the Pay/Classification Plan.

2.02 POSITION CONTROL

All positions in the County Service are established and maintained through a budget each fiscal year, approved by the Board of County Commissioners.

A. The establishment of new additional positions, or an increase in hours of a position can only be authorized by the Board of County Commissioners and the County Administrator, subject to adequate justification of need and availability of funds. Establishment of Emergency Disaster positions on a year to year basis do not require the prior approval of the Board of County Commissioners. The personnel in these positions will be trained and utilized on an as needed basis before, during, or after an emergency or disaster and will be paid for by the Hurricane Account Funds.

Positions created on a temporary basis as described below in 2.03 B (3&4) do not require the prior approval of the Board of County Commissioners.

B. For training and transitional purposes, two individuals may fill a budgeted position simultaneously for up to thirty (30) calendar days contingent on available funding. Both individuals shall accrue full benefits and be classified as a Full-time Regular employee.

C. Personnel to fill approved new positions shall be appointed after the position has been evaluated, classified and assigned a pay grade.

2.03 TYPES OF EMPLOYMENT

A. Original employment is subject to budgetary restrictions. When a person is initially employed in a position in County Service, he shall be employed in at least one of the following types of original employment status:

1. Full-Time Regular Employee
2. Substitute Employee
3. Temporary Employee
4. Emergency Temporary Employee
5. Part-Time Employee

6. Trainee
7. Contract

Participation in the Social Security program and the Florida State Retirement System will be in accordance with the rules and regulations governing said programs.

Any employee paid on an hourly basis will not be eligible for fringe benefits.

B. Definitions of types of original employment:

1. Full-Time Regular Employee

a. Full-Time Regular employment will be made to a classification for regularly budgeted County positions, working 25 hours or more per week.

b. A Full-Time Regular employee shall be eligible for all County fringe benefits as set forth in these policies.

c. An employee serving in a full-time regular position shall be eligible for career service status as described in Section 1.01.

2. Substitute Employee

a. Substitute employment may be made to fill positions for which leaves of absences are granted to a regular employee.

b. Substitute employment shall be only for a period of time for which the regular employee is granted leave.

c. A substitute employee shall not be eligible for County fringe benefits.

d. A substitute employee shall be exempt from career service status if employed for less than one continuous year.

3. Temporary Employee

a. Temporary employment may be made when the work of a department requires the services of one or more employees on a seasonal or intermittent basis, or in a position not classified as a regular County position.

b. An employee shall not be allowed to serve on temporary employment of more than 12 consecutive months or, in the case of intermittent employment, for more than 1,040 hours during any 12-month period, except as set forth below.

c. A temporary employee shall not be eligible for County benefits or paid holidays, except as stated in 'e' below.

d. A temporary employee shall be exempt from career service status.

e. All employees who are employed under special grants/projects shall be temporary employees throughout the duration of the grant/project. Such employees shall at no time be

considered regular employees of the County, and shall only have the rights of temporary employees as set forth in these policies and procedures, except as might be specifically set forth in the special grant or project requirements. Grant employees, who do not qualify as temporary employees, are entitled to the same benefits as a regular employee except for Career Service status, and any benefit not eligible for reimbursement under the grant funding for the position.

4. Emergency Temporary Employee

a. Emergency temporary employment may be made when a short-term emergency exists.

b. Emergency temporary employment may be made without regard to the person's training or experience.

c. No person shall be given one or more emergency employments for more than three (3) calendar months.

d. An Emergency Temporary Employee shall not be eligible for County fringe benefits.

e. An employee hired on an emergency basis shall be exempt from career service status.

5. Part-Time Employee

An employee is to be considered part-time if the employee works less than twenty-five (25) hours per week. The salaried part-time employee who works at least twenty (20) hours per week will accrue vacation and sick leave according to scheduled work hours. Anyone working less than twenty (20) hours per week will not accrue sick or annual leave.

6. Trainee Employee

An employee appointed to fill an established position on a regular full-time or part-time basis shall be given trainee status when qualified applicants are not available for the position and the employee does not meet the minimum training and experience requirements for the position. (Refer to Section 4.07.)

7. Contract Employee

Anyone whose employment is project specific will be a contract employee. Said employee(s) will not attain Career Service Status. Each proposed contract will be submitted by the County Administrator to the Board of Commissioners for approval.

2.04 PROBATIONARY PERIOD

A. The standard probationary period for new employees will be twelve (12) months from the date the employee begins working as a regular employee for the County. If at any time during the probationary period it is determined that the employee does not meet performance standards, the employee may be terminated without recourse. The County Administrator, or a designee, shall either: (1) approve, in writing, retention of the employee, at which time the employee shall be granted career service status: or (2) decide that the probationary period will be extended for no longer than an additional 90 days if the employee has not met performance standards : or (3) in the event the County shall fail to approve the employees' retention the employee shall automatically be separated from employment with the County, said separation being absolutely final, with no rights of appeal to any authority, including the grievance procedure contained herein.

Temporary employees, Federal or State Grant employees as well as employees originally hired under the CETA Program will retain their original date of hire if transferred to or hired in a regular County position for use in procedures governing fringe benefits and evaluation purposes, when applicable. Said employee must then serve the standard 12-month probationary period, before becoming eligible for career service status.

B. During the probationary period, the Department Head or duly-appointed representative must observe the employee's work habits, attitude and attendance to see if continued employment in the job is desirable.

C. In the event an employee receives a promotion through the promotional opportunity process, said employee will serve a 90 day probationary period, or the remainder of their original probationary period, whichever is greater. If during this probationary period the employee does not meet performance standards, he or she may be terminated without right of appeal if recommended by the Department Head and the Division Director and approved by the Administrator, but will be able to apply for another County position through the promotional opportunity system for 1 year, after which time he or she must wait until a desired position is open to the public.

D. Any employee whose position evolves into accepting additional or different duties and/or responsibilities within the same department may be reclassified to another pay grade and/or title upon recommendation of the Department Head and Division Director and approved by the Administrator but will not serve an additional probationary period. (See Section 3.04 and 3.05.)

2.05 DEFINITION OF SERVICE

A. Creditable Service shall be defined as service during which the employee was on the payroll of the County, or on approved leave of absence without pay.

B. An employee's continuous service date shall be established as the most recent date of hire and may not precede the date of actual job performance.

C. Authorized leaves of absence to the extent provided in Section 8 of these policies shall not be considered a break in service effective at the end of the employee's regular shift on the last day of work.

D. If an employee has a break of service of 48 hours or more, he/she cannot be reinstated to his/her former employment status. If he/she is selected for County employment after such a break in service, he/she must begin as a new employee in all respects, except for Retirement Benefits which are governed by Florida Statutes.

E. Any unauthorized leave without pay for three consecutive work days or more may be considered a break in service, and may result in termination.

2.06 MEDICAL EXAMINATIONS

A. In order to maintain a vigorous and healthy work force the County shall require post offer medical examinations by a physician designated by the County.

B. The County Administrator may require that an employee submit to a physical and/or psychiatric examination by a physician or other qualified practitioner at any time during their employment, which may include blood and/or urine testing for drug or alcohol usage. Charges for same will be the responsibility of the County.

Grant Programs will provide funding for medical examinations for their employees in their respective budgets.

C. Should an examination result in disclosure of inability to meet the required minimum standards of the specific occupation, the results of the examination shall be reviewed by the Human Resources office and the employee's Department Head and/or Division Director. Findings and recommendations shall be forwarded to the County Administrator for final disposition. Payment of any expense incurred by the applicant/employee other than the initial examination required by the County will be the responsibility of the applicant/employee.

D An employee determined to be physically or mentally unfit to continue working in his/her current classification may be terminated, but may apply through the promotional opportunity system for any available position for which said employee is determined to be qualified as well as physically and mentally fit to perform all required duties of the position. Said employee will have promotional opportunity rights for one year after his/her termination date.

E. If a Department Head has reasonable suspicion that an employee is under the influence of, or using alcoholic or illegal substances, that Department Head may require that said employee be examined by a physician who may include blood and/or urine testing.

2.07 BASIS FOR CHANGE OF STATUS

Selection of applicants for new hire and in-house promotion shall be based on the applicant's ability to perform the job as outlined in the job description of the position being filled. The job description shall identify the specific knowledge, skills, and abilities necessary for the successful performance of the duties of the position.

An evaluation of the applicant's knowledge, skills, and abilities as reflected in education, experience, licensure or certification as outlined on the employment application shall be compared to the required minimum qualifications of the position. All applicants who appear to possess the required minimum qualifications shall be evaluated according to uniform and consistently applied selection techniques established by Personnel Policies and Procedures. These selection techniques shall be designed to provide maximum validity, reliability, and objectivity and result in selection from among the applicants who are most qualified for the position.

In determining change of status as a result of demotion, recall from layoff or transfer, job performance shall be the sole criterion. Job performance being equal, length of continuous service shall be the criterion.

2.08 SELECTION PROCESS

All interviews whether for new hire or in-house promotion must follow the interview procedures outlined in Administrative Instruction 4705.

2.09 TRANSFERS

A. The County Administrator may, at any time, transfer an employee from one area to another and/or from one position to another when he determines that it is in the best interest of the operation of the County to do so. Transfers will be made by the County Administrator based upon a recommendation by the employee's Department Head and Division Director.

B. Employees will be notified in writing of the County Administrator's decision to transfer them. Employees who claim that a transfer is made arbitrarily and capriciously or that it is being recommended for disciplinary reasons may appeal a transfer decision pursuant to Section 10 (Employee Complaint/Grievance Procedure).

2.10. EMPLOYEE TRAINING

The County may require any employee to attend any and all training deemed necessary to perform his or her job duties adequately and safely. Prior to employment with Monroe County, it is the applicant's responsibility to provide proof of completion of said training requirements. Once employed, any certification or training deemed necessary for continued employment is to be paid by the individual with reimbursement made after successful completion. See 2.11, item A.

2.11 EDUCATIONAL ASSISTANCE PROGRAM

A. EDUCATIONAL ASSISTANCE POLICY[3]

The County may provide financial assistance to County employees for educational courses which are applicable to the employee's field of work, or of such nature and quality to directly contribute to the employee's value and potential growth in the County service. Employees required to maintain training and certification requirements as a condition of employment are also eligible for this program.

In the case of a degree-seeking student; although attainment of said degree may provide job enhancement for the employee, courses taken in the pursuit of the degree must have some relation to County employment.

B. ELIGIBILITY

An employee will be considered eligible for participation in the Educational Assistance Program if he has been a full-time employee of the County for one year or more, and is so recommended by the Supervisor and Department Head.
An exception may be made for those employees referred to in Ordinance No. 008-1987, as approved by the Board of Commissioners.

C. APPLICATIONS

An Employee must submit the completed Request for Educational Assistance Form to the immediate Supervisor and Department Head for approval prior to the employee enrolling in the course.

The Department Head shall review the employee's eligibility to participate in the Educational Assistance Program and shall be responsible for the administration of the program.

Upon enrollment in the course, the employee shall submit to the Department Head the enrollment receipt and textbook receipt.

Upon completion of the course, the employee shall submit to the Department Head the proof of successful completion. The tuition and textbook receipts, the Audit Slip or Purchase Order and the proof of successful completion will be sent to the Finance Department for processing. A copy of all

[3] See Florida Statutes 112.063

the documentation will be sent to the Human Resources office and placed in the employee's personnel file.

D. TIME OFF FROM WORK

Qualified employees may be permitted time off from work with pay to attend educational training classes or seminars which are related to their job duties but which are not available during non-working hours, if approved by the applicable Department Head and/or Division Director. Allowable time off will be restricted to a maximum of 160 hours in any calendar year unless specifically otherwise approved by the County Administrator.

Employees are attending this training on a volunteer basis and time allowed for attending such training does not constitute hours worked for the purpose of computing required overtime payments.

E. REIMBURSEMENT

1. Upon the successful completion of approved courses, the employee will be eligible for reimbursement of tuition, textbooks, online access fees, distance learning fees, and lab fees. The employee must present a certification of successful course completion and a paid receipt for tuition, textbooks, online access fees, distance learning fees, and lab fees to the Department. Requests for reimbursement must be made within sixty days after completion of the course.

2. Textbook reimbursement allowance is limited to $125 per course. The employee is responsible for paying any difference.

3. Reimbursement for tuition will be made only to employees who are on the active payroll when payment is due.

4. Where tuition is covered under benefits from the Veterans Administration or a philanthropic source, qualified employees may participate only in the "time off from work" feature of the program.

5. Reimbursement under the Educational Assistance Program constitutes income to the employee. The County must withhold taxes from this income and report to government agencies in the same manner.

6. Employees must provide their own transportation to and from training.

7. Refunds shall be limited subject to the availability of funds and the number of participants in the program.

8. This program may be amended or terminated at any time, however, such amendment or termination will not affect any courses of study previously approved.

F. CONDITIONS OF REIMBURSEMENT

Employees who obtain reimbursement for any educational assistance program shall remain with the County at least one (1) year after completion of courses, otherwise any reimbursement which was made by the County to the employee shall be refunded to the County, if the employee terminates within less than one (1) year from date of completion of educational assistance courses. Further

funding to the County shall be accomplished by deducting all reimbursement due from the employee's final paycheck.

2.12 EMPLOYEE SAFETY

It is the responsibility of the County to promote and pursue a safe and healthy environment for all employees. Monroe County has a viable safety program administered and enforced by the Monroe County Safety Officer according to the Safety Policies and Procedures adopted by the Board of County Commissioners.

Employees will observe all safety rules and regulations established by the State of Florida and County Government. Division Directors, Department Heads and Supervisors are responsible for the observance of those rules within their jurisdiction. Failure to comply may result in disciplinary action.

2.13 PROMOTIONAL OPPORTUNITIES

A. It is the policy of the Board of County Commissioners to consider qualified County employees for promotional opportunities before applicants from the general public are considered. An employee must remain in his or her respective position for a period of at least six (6) months before transferring to another position through the Promotional Opportunity system. If it is thought to be in the best interest of the County to waive this rule, prior approval of the appropriate Division Director(s) and the County Administrator must be obtained. Please review Section 2.04 Probationary Period. Promotional Opportunities will be posted on bulletin boards throughout the County system for seven (7) calendar days.

   a. Contractual Commissioner Aide positions (Executive Assistants) will not be required to be posted and/or advertised unless at the request of the Commissioner with the vacancy.

B. An eligible employee wishing to apply for a promotional position will complete the Promotional Opportunity Application Form within the seven (7) day period (date of posting is day one (1)) and submit it to the Human Resources office. The Human Resources office will review these completed forms and forward all in-house applications to the Department with the vacancy for consideration.

C. During the seven (7) days the position is posted, any qualified County applicant is to be given preference in the vacant position. All Promotional Opportunity applications must be reviewed by the department with the vacancy.
It is the responsibility of the hiring department to review in-house applications and conduct interviews for qualified County applicants. Any qualified employee filing a Promotional Opportunity within the required seven (7) day period is to be considered a priority. In the event the Promotional Opportunity is not received within the seven (7) day period, the in-house employee shall lose preferential treatment.

D. Eligible veterans and spouses of veterans will receive preference in initial employment pursuant to Florida's Veterans' Preference Law {Chapter 295, Florida Statutes}, with the exception of those positions which are exempt under said law.

2.14 EQUAL OPPORTUNITY POLICY

A. The County is firmly committed to equal employment opportunity, and does not discriminate in any employment-related decisions on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability or other similar factors that are not job-related.

The County's policy of equality of opportunity applies to all organizational levels of the County and to all job classifications. It is the responsibility of each elected or appointed public official, Division Director,

Department Head and Supervisor to give the County's non-discrimination policy full support through leadership, and by personal example. In addition, it is the duty of each public official and each employee to help maintain a work environment which is conducive to, and which reflects, the County's commitment to equal employment opportunity.

B. All personnel actions shall be based solely on ability and fitness of the individual.

C. The Human Resources office shall see that information about job opportunities is readily available to all employees and citizens of the County, and a continuing program shall be conducted to make the Equal Employment policies known to all citizens of the County.

D. In this capacity, the Human Resources office will be responsible for anticipating problems, formulating solutions, presenting complete analysis of alternatives and recommended corrective actions and coordinating the recommended actions with public officials, Division Directors, Department Heads and employees.

In the implementation of this policy, the County will aggressively seek personnel for all job levels within the organization through upgrading and recruitment from minority group members and women.

This policy is specifically included and will be a continuing and essential component of the Personnel Policies and Procedures.

E. Harassment of any kind is prohibited and will not be tolerated. A violation of this policy will subject an employee to disciplinary action, up to and including termination of employment. Any violation which cannot be remedied through the disciplinary process set forth in these policies and procedures may be considered by the Board of County Commissioners for any other avenues legally available, such as, but not limited to, contractual remedies, no trespass orders, injunctive relief, removal of workplace accommodations which have been abused, or through federal or state laws protecting workers in the workplace.

Harassment is defined as verbal or physical conduct which:

1. Denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, gender, national origin, age, veteran status, marital status, familial status, sexual orientation, gender identity or expression, or disability/handicap, or that of his or her relatives, friends or associates.
2. Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
3. Has the purpose or effect of unreasonably interfering with an individual's work performance or;
4. Otherwise adversely affects an individual's employment opportunities.

Prohibited harassing conduct includes, but is not limited to, epithets, slurs, jokes, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, color, religion, gender, age, national origin, veteran status, marital status, familial status, sexual orientation, gender identity or expression, or disability/handicap. Prohibited harassing conduct includes written or graphic material that is placed on walls, bulletin boards or elsewhere on the premises or that is circulated in the workplace.

The above policy includes, but is not limited to, sexual harassment. Sexual harassment is defined as:

1. Unwelcome sexual advances;
2. Requests for sexual favors;
3. Verbal or physical conduct of a sexual or otherwise offensive nature, particularly where:
    a. submission to such conduct is made, explicitly or implicitly, a term or condition of employment;
    b. submission to or rejection of such conduct is used as a basis for decisions affecting an individual's employment; or

c. such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

4. Sexually offensive jokes, innuendoes, and other sexually oriented statements or behavior.

If an individual experiences or observes any form of harassment of an employee by any person (regardless of the offender's identity or position), he/she is required to promptly report the incident to a Division Director, Department Head, the Human Resources Administrator or the County Administrator. Division Directors and Department Heads are responsible for promptly reporting the allegations or concerns to the Human Resources Administrator or the County Administrator. (It is encouraged that the individual put such a complaint in writing). If the complaint is about the County Administrator or any other person whose official or political position leads an employee to believe that the complaint may be ignored or handled improperly, the individual who experiences or sees any prohibited form of harassment which he/she is required to report may report the conduct to a county commissioner, who shall see that it is properly processed by staff in an objective manner. The complaint will be immediately investigated and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with the County's investigation.

If the County determines that an employee (including public officials, Division Director, Department Head, or supervisor) or third-party has harassed another individual, appropriate remedial action will be taken against the offender, up to and including termination. If the harassment involves a third party such as a contractor, vendor, supplier, or other visitors to County buildings or the workplace, that person may be barred from the premises.

The County prohibits any form of retaliation or coercion (including intimidation, interference or discrimination for lodging a bona fide complaint under this policy or for assisting in the investigation of a claim of harassment. If an individual experiences or observes any form of retaliation by any person, employee or non-employee (regardless of the offender's identity or position) he/she is required to promptly report the incident to a Division Director, Department Head, the Human Resources Administrator or the County Administrator. Division Directors and Department Heads are responsible for promptly reporting the allegations or concerns to the Human Resources Administrator or the County Administrator. It is encouraged that the individual put such a complaint in writing. The complaint will be immediately investigated and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with the County's investigation. If the complaint is about the County Administrator or any other person whose official or political position leads an employee to believe that the complaint may be ignored or handled improperly, the individual who experiences or sees any prohibited form of harassment which he/she is required to report may report the conduct to a county commissioner, who shall see that it is properly processed by staff in an objective manner. The county will protect individuals who make a complaint to the extent legally possible. Any bona fide complaint will in no way be used or held against an employee (or non-employee) nor will it leave an adverse impact on the complaining employee's employment.

Individuals shall not assume that the County is aware of a harassment problem and are required to adhere to this policy and make a report so that the problem can be resolved. Any questions concerning this policy should be addressed to Human Resources.

F. If one believes that the County has violated the equal opportunity policy, as stated in this section, he/she should submit a written complaint to the EEO Coordinator. The EEO Coordinator shall investigate the complaint and respond to the complaint.

2.15 EMPLOYEE RECOGNITION

A - EMPLOYEE OF THE QUARTER/YEAR PROGRAM

Monroe County has established an Employee Service Award which is designed to recognize employees who demonstrate superior performance and dedication to their work which is above and beyond the call of duty. (See Monroe County Administrative Instruction Series 4000.) The employee selected for the quarter shall be awarded a $300 one time lump sum payment and an appreciation plaque. The employee of the year shall receive a one-time lump sum payment of $3,000 and an appreciation plaque.

B - YEARS OF SERVICE PROGRAM

Monroe County has established a program to recognize County employees who have been in the County Service for Five, Ten, Fifteen, Twenty, Twenty-five, Thirty, and Thirty-five years. Grant and part-time employees will be eligible for the years-of-service program.

At the employee's anniversary date, or as soon thereafter as is feasible, the Human Resources office will send Division Directors a list of employees that are eligible for a years of service award that month along with a template letter for recognizing the employee and notifying the Payroll office. Each Division will be responsible for completing and providing a letter of recognition to the employee along with providing a copy to Human Resources to be placed in the employee's personnel file, noting the years of service and the award that will be given. Payment of the award will be distributed as outlined below and will be included in the employee's paycheck. A letter to the Payroll Department will be completed by the Division informing Payroll what the amount of the award shall be and a copy of the letter provided to Human Resources to be placed in the employee's personnel file. It is the Division's responsibility to discuss the presentation opportunity with the employee and together come to a decision as to whether the employee would like to be recognized at the BOCC meeting. If the employee chooses to be recognized at the BOCC meeting, the Division must coordinate with the Human Resources office regarding the appropriate award as outlined below, and with the County Administrator's office to ensure that said recognition is placed on the meeting agenda. Whenever possible, this presentation will take place at the BOCC meeting in the employee's location. The following will be provided in a lump sum payment to the employee:

a - For 5 years of service, a decorative pin and a $100.00 award;
b - For 10 years of service, a decorative pin and a $175.00 award and recognition at the BOCC Meeting;
c - For 15 years of service, a decorative pin and a $200.00 award and recognition at the BOCC Meeting;
d - For 20 years of service, a decorative pin and a $350.00 award and recognition at the BOCC Meeting;
e - For 25 years of service, a decorative pin and a $500.00 award and recognition at the BOCC Meeting;
f - For 30 years of service, a decorative pin and a $1,000.00 award and recognition at the BOCC Meeting;
g – For 35 years of service, an engraved Lucite desk clock and a $1,500.00 award and recognition at the BOCC meeting.

C. EMPLOYEE SUGGESTION PROGRAM

The employee suggestion program is designed to incentivize ideas by providing monetary awards to employees who provide suggestions. (See Monroe County Administrative Instruction Series 4010). All employees are eligible to submit suggestions with the exception of the County Administrator, Deputy County Administrator, and the County Attorney.

The suggestion shall be submitted on the appropriate form and submitted to the Human Resources Administrator for appropriate routing. Once the Department Head has properly reviewed the suggestion, it will be forwarded to a Committee consisting of all four Division Directors and the Deputy Administrator or

their designee for review. The Committee shall either vote to implement or not implement the suggestion and forward to the County Administrator for final review. The County Administrator shall then provide direction to the appropriate individuals to proceed with any recommendations and/or implementation of the suggestion if it is decided to proceed with implementation.

Eligible suggestions must result in one or more of the following:

- Identifiable savings in time, material or cost
- Significant improvement in a process
- Improvement in tools or equipment
- Increase in efficiency
- Elimination of hazard to personnel
- Improvement in working conditions
- Improvement in public relations
- Improvement in public service without increased cost

Ineligible suggestions (list is not all inclusive):

- Matters already under study or review by management
- Duplicate suggestion already received or very similar to any suggestion previously received by program
- Matters requiring legal adjudication requiring legislative or court action other than by County ordinance
- Stricter enforcement of already existing rules, regulations or laws
- Suggestions that require costly testing or experimentation before acceptance and implementation
- Requests for additional equipment of a common nature or for obvious or normal replacements, repairs or maintenance
- Solution to a problem which is already within the scope of the duties, assignments and responsibilities of the employee's position
- Suggestions that involve work hours and other conditions of employment
- Suggestions or changes in procedures, new buildings, equipment, and installations in operation less than 12 months, since such ideas generally cover items that are part of the normal trial-run adjustments which ordinarily are made within that time
- Suggestions pertaining to salary schedules, job classifications, benefits and grievances
- A statement indicating the need for change or improvement without suggesting how to make the change or improvement
- Suggestions which would impose new or additional taxes or fees for revenue purposes
- Petition or anonymous suggestion
- Ideas which involve State, Federal or Local Grant funds
- Matters within the scope of collective bargaining

Eligible suggestions will be considered for an award when they are implemented or when an implementation date is established to occur within one year of the date of receipt of the suggestion. Rewards are contingent upon there being available funds budgeted by the Board of County Commissioners.

Tangible: Suggestions that generate measurable, identifiable savings will receive a lump sum award of:

- 10% of the first year's savings with a maximum of $2,500
- The minimum award shall be $50.00

Suggestions where a savings cannot initially be accurately determined upon implementation:

- Partial award of 5% of the estimated savings up to a maximum of $1,000. After the first year's savings can be accurately determined, the employee will receive an additional amount up to 10% of the total of the first year's savings which shall not exceed $1,500.

Intangible: Suggestions that significantly improve the quality of work life or have an overall benefit but do not generate measurable, identifiable savings or income, or suggestions that significantly improve customer service. Suggestions may involve improvements in working conditions, changes in procedures, improved morale, public relations, employee health or safety.

- A minimum award of $25 with a maximum award of $1,000. The amount of the award shall be recommended by the Committee and approved by the County Administrator.

The awardee(s) shall be recognized at a Board of County Commissioner's meeting.

MONROE COUNTY CONTRACT FOR
National Flood Insurance Program (NFIP), Floodplain Regulations, and Community Rating System (CRS) Professional Support Services

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of October, 2016 by and between MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and Lori Lehr ("CONTRACTOR"), whose address is 3441 Pittman Road, Dover, Florida 33527 (collectively, the "Parties").

WHEREAS, the County has certain objectives as directed and established by the Board of County Commissioners, and which are consistent with, and supportive of the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP), Floodplain Regulations, the Community Rating System (CRS) within the NFIP, and the Monroe County Code of Ordinances, and all other Federal, State, and Local laws governing work performed under this Contract; and

WHEREAS, it has been determined that it is in the best interests of Monroe County and its residents that a contract for NFIP, Floodplain Regulations, and CRS Support Services be entered into with a private provider of such services; and

WHEREAS, CONTRACTOR desires to provide such services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. SCOPE OF SERVICES

CONTRACTOR shall do, perform and carry out certain duties as described in the Monroe County Project Budget 2016-2018 – **Exhibit A**- which is attached hereto and made part of this agreement.

Language required by Section 2-152, Monroe County Code:

By entering into this Agreement, the CONTRACTOR warrants that it has not employed, retained or otherwise had act on its behalf any former county officer or employee subject to the prohibition of Section 2-149 of the Monroe County Code or any current county officer or employee in violation of Section 2-150 of the Monroe County Code. For breach or violation of this provision the county may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former county officer or employee or current county officer or employee.

Sec. 2-149. - Lobbying regulated.

(a) No former county officer or employee shall, within two years following vacation of office or termination of employment, lobby on behalf of any other person or business entity in any formal or informal appearance before, or with the intent to influence, make any oral or written communication on behalf of any other person or business entity, to:

(1) Any board, commission, authority, or advisory body of the county; or

(2) Any department, division, special district or bureau of the county, in connection with current or future procurement of goods and/or services.

(b) This section shall not apply in the case of collective bargaining or to officers or employees in the employ of the county on the effective date of the ordinance from which this article is derived. This section shall also not apply to any officer holding an elected office, or to an officer holding an appointment to any board, commission, or authority, on the effective date of the ordinance from which this article is derived except that, if such officer is elected or appointed for another term of office, which term commences after the effective date of the ordinance from which this article is derived, then this section shall apply

Section 2-150. - Appearance relating to procurement of goods, services.

(a) Except as required by statute, ordinance, resolution, rule or custom for the proper discharge of official duty, no county officer or employee shall, if elected or appointed after the effective date of the ordinance from which this article is derived, make a formal or informal appearance before, or, with the intent to influence, make any oral or written communication in connection with current or future procurement of goods and/or services, to:

(1) Any board, commission, authority, or advisory body of the county; or

(2) Any department, division, or bureau of the county.

(b) This section shall not apply in the case of collective bargaining.

Section 2. QUALIFICATIONS NECESSARY OF CONTRACTOR

The CONTRACTOR must have experience with FEMA NFIP, Floodplain regulations, and CRS.

Section 3. TERM OF AGREEMENT

The Agreement will begin on the date entered above and will continue for a period of 2 fiscal years concluding on October 19, 2018, unless terminated in accordance with Section 8, below. The term of this Contract shall be renewable for two additional periods of up to two (2) years with the same terms. Renewal is subject to satisfactory performance by CONTRACTOR and the availability of County funds. This Agreement is subject to annual appropriation by the Board of County Commissioners.

Section 4. COMPENSATION

Compensation to the CONTRACTOR will be as follows ("Contract Price"): The County, in consideration of the CONTRACTOR substantially and satisfactorily performing and carrying out the objectives of the County in providing professional support services shall pay the CONTRACTOR based on invoices submitted by Consultant to the County's Division of Growth Management, as follows:

Projects 1,2,3,4,6,7 and 8 ($150 per hour projects) as hourly not to exceed 1880 hours at $282,000 annually on a fiscal year basis. In addition, project 5 which is not an hourly project paid in a lump sum $130,500. As depicted in Exhibit A.

No claims for reimbursement for expenses will be reimbursed. By entering into this Agreement, the CONTRACTOR warrants that it understands that the Contract Price represents the full compensation for all services under this Agreement. There will be no payment for any additional expenses, including but not limited to telephone, facsimile, postage, mileage, per diems, or any other travel expenses.

Section 5. PAYMENT TO CONTRACTOR

1. Payment will be made according to the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes, following presentation of an invoice in a form satisfactory to the Clerk of Courts for Monroe County (Clerk). The request must describe in detail the services performed and the payment amount requested.
2. Continuation of this Agreement is contingent upon annual appropriation by Monroe County Board of County Commissioners.
3. The Contractor will submit such invoice monthly for services provided during the preceding month.
4. There are no reimbursable items.
5. After the Clerk of the Board examines and approves the request for payment, the County shall reimburse the Consultant by Check.

Section 6. INDEPENDENT CONTRACTOR

At all times and for all purposes, the Contractor, its agents and employees are considered to be Independant Contractors in their performance of the work contemplated hereunder. As such, the Consultant, its agents and employees shall not be entitled to any of the benefits, rights or privileges of County employees. Employees of the Consultant shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. The contractor shall provide worker's compensation insurance, any benefits as desired, and shall be responsible for all tax withholding.

Section 7. STAFFING

Since this Contract is a service agreement, staffing is of paramount importance. Contractor shall provide services using the following standards, as a minimum requirement:

1. The Contractor shall provide at its own expense all necessary personnel to provide the services under the Contract. The personnel shall not be employees of or have any contractual relationship with the County.
2. All personnel engaged in performing services under this contract shall be fully qualified, and if required, be authorized or permitted under state or local law to perform such services.
3. The County shall, at its sole discretion, have the option to reject any individual provided to perform services under the Contract by the Contractor.
4. The Contractor shall require each of its employees to execute an acknowledgement that he/she is not an employee of County and that he/she is an employee of

the Contractor and recognizes that no County benefits are available.

5. The Contractor shall report to the Building Official, the Growth Management Division Director and the Permit Administrator as necessary. The Building Official has the final authority to approve the decision and work products of the Contractor related to Floodplain regulation and enforcement. Other work products may be approved by the Permit Administrator or Growth Management Division Director.
6. Employee of Contractor or Contractor shall comply with the Work Policies and Regulations of County.

Section 8. CONTRACT TERMINATION

Either party may terminate this Agreement because of the failure of the other party to perform its obligations under the Agreement. COUNTY may terminate this Agreement for cause if the Contractor shall default in the performance of any one of the following events and same is not corrected to the satisfaction of the County within thirty (30) days after the County provides the Contractor with written notice of said default:

1. Failure to provide services described in this contract.
2. Failure to comply with local, state, federal rules or regulations pertaining to this contract.
3. Breach of any other term, condition, or requirement of this agreement.

Section 9. RECORDS

CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the agreement and for four years following the termination of this Agreement. If an auditor employed by the COUNTY or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Section 55.03 of the Florida Statutes, running from the date the monies were paid to CONTRACTOR.

Florida Statutes Section 119.0701:

CONTRACTOR will:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Section 10. GOVERNING LAW, VENUE, INTERPRETATION, COSTS AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and CONTRACTOR agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

Section 11. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 12. ATTORNEY'S FEES AND COSTS

The COUNTY and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, and court costs, as an award against the non-prevailing party.

Section 13. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and CONTRACTOR and their respective legal representatives, successors, and assigns.

Section 14. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 15. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 16. NONDISCRIMINATION

COUNTY and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps: 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 29-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC ss. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 13, Article VI, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 17. CODE OF ETHICS

CONTRACTOR and COUNTY both understand and agree that officers and employees of the COUNTY are required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 18. NO SOLICITATION/PAYMENT

The COUNTY and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 19. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the COUNTY be required to contain any provision for waiver.

Section 20. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 21. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 22. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the CONTRACTOR agree that neither the COUNTY nor the CONTRACTOR or any agent,

officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 23. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 24. INSURANCE POLICIES

As a pre-requisite of the work governed, the CONTRACTOR shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract.
Within 10 days following execution of this agreement, the CONTRACTOR shall provide, to the COUNTY, as satisfactory evidence of the required insurance, either:

Certificate of Insurance
or
A Certified copy of the actual insurance policy.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on general liability and vehicle liability policies.

Section 25. INDEMNIFICATION

The CONTRACTOR does hereby consent and agree to indemnify and hold harmless the COUNTY, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONTRACTOR or substantial and unnecessary delay caused by the willful nonperformance of the CONTRACTOR and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. Further the CONTRACTOR agrees to defend and pay all legal costs attendant to acts attributable to

the sole negligent act of the CONTRACTOR.

At all times and for all purposes hereunder, the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONTRACTOR shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

Section 26. ASSIGNMENT.

No assignment of this contract is permitted.

Section 27. SERVICES.

When the contractor's services are needed in the County, the CONTRACTOR shall have a work spot in both Key Largo and Marathon.

Section 28. TIME.

CONTRACTOR will spend 50% of the total hours of the contract onsite.

Section 29. NOTICES.

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

FOR THE COUNTY:

Monroe County
Administrator
1100 Simonton Street
Key West, FL 33040

Monroe County Attorney
1111 12th St. Suite 408
Key West, FL 33041

Monroe County
Growth Management
2798 Overseas Hwy
Marathon, FL 33050

FOR CONTRACTOR:
Lori Lehr
3441 Pittman Road
Dover, Florida 33527

Section 30. Entire Agreement

This agreement constitutes the entire agreement between the County and Contractor for the services contemplated herein. Any amendments or revisions to this agreement must be in writing and be executed in the same manner as this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of _____ 20__.

KEY: AMY HEAVILIN, CLERK
OF MONROE COUNTY, FLORIDA

Cheryl Robertson
Deputy Clerk 11-21-16

WITNESS _____
Print Name: _____

WITNESS _____
Print Name: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

By: Lori Lehr
Lori Lehr
Title: Contractor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

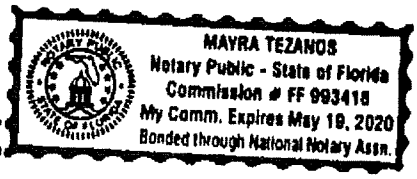
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 9/26/16

FILED FOR RECORD
2016 NOV 21 AM 10:47
CLK. CIR. CT.
MONROE COUNTY, FLA

STATE OF FLORIDA
COUNTY OF MONROE

On this 27 day of October 2016, before me appeared Lori Lehr, Contractor, the person whose name is subscribed above, and who produced _____ as identification, or is personally known to me, and acknowledged that she is the person who executed the above Contract for the purpose therein contained.

Mayra Tezanos
Notary Public



MAYRA TEZANOS
Print Name

My commission expires: 5/19/2020 Seal

Exhibit A Monore County Project Budget 2016-2018

Project #1	Hours	Rate	Cost
Program for Public Information (PPI) Present - 3/1/2017			
Step 1. Establish committee (complete)			
Step 2. Assess needs	120	$150	$18,000
Step 3. Formulate messages	80	$150	$12,000
Step 4. Identify outreach projects	80	$150	$12,000
Step 5. Other initiatives	120	$150	$18,000
Step 6. Prepare the document	160	$150	$24,000
Step 7. Implement and evaluate	80	$150	$12,000
Total for Project	**640**		**$96,000**

Project #2	Hours	Rate	Cost
CRS Modification 2017 to CRS Class 5 - 3/1/2017			
Step 1. Review EC (required for Modifications)	40	$150	$6,000
Step 2. Prepare and Submit Documentation	120	$150	$18,000
Step 3. Follow-up Visit with ISO	40	$150	$6,000
Total for Project	**200**		**$30,000**

Project #3	Hours	Rate	Cost
CRS Annual Recertification 2017 (Required) 10/1/2017			
Step 1. Review ECs February 2017 to October 2017	40	$150.00	$6,000
Step 2. Prepare Annual Report on the Local Mitigation Strategy	40	$150.00	$6,000
Step 3. Collect and prepare documentation all CRS Activity to submit October	40	$150.00	$6,000
Total for Project	**120**		**$18,000**

Project #4	Hours	Rate	Cost
Floodplain CAV February 2017			
Step 1. Ongoing Consulting Floodplain Management for compliance with regulations and previous CAV requirments	120	$150.00	$18,000.00
Step 2. Prepare EC and supporting documentation for CAV	40	$150.00	$6,000.00
Step 3. Attend CAV Meeting in Key Largo and Marathon	40	$150.00	$6,000.00
Step 4. Prepare and send follow-up documentation to FEMA Region IV	40	$150.00	$6,000.00
Total for Project	**240**		**$36,000.00**
Subtotal 2017 Projects			**$180,000.00**

Project #5	Hours	Rate	Cost
10/1/2016 to 3/1/2018			
Project Management of Repetitive Loss Area Analysis (RLAA)			
Requried for 2018 Class 4			
Step 0. Management of GIS mapping for analysis			
Step 1. Property notification			
Step 2. Coordintation with other agencies (Lori Lehr, Inc.)			
Step 3. Data collection and site visits (Lori Lehr, Inc.)			
Step 4. Mitigation review (Lori Lehr, Inc.)			
Step 5. Analysis reports (Lori Lehr, Inc.)			

Step 6. Follow through with Commission

Total for Project	**870**	**$150**	**$130,500**

Project #6	**Hours**	**Rate**	**Cost**
10/1/2016 to 3/1/2018			
Project Management of Stormwater Master Plan for CRS Credit			
Total for Project	**240**	**$150**	**$36,000**

Project #7			
10/1/2017 to 3/1/2018			
Project Management Drainage Maintenance Planning			
Step 1. Coordinate and review required mapping	80	$150	$12,000
Step 2. Review SOPs for compliance with CRS requirements	80	$150	$12,000
Step 3. Review and assist in development of record keeping in compliance with CRS requirements	160	$150	$24,000
Total for Project	**320**		**$48,000**

Project #8	Hours	Rate	Cost
CRS Annual Recertification 2017 (Required) 10/1/2017			
Step 1. Review ECs February 2017 to October 2017	40	$150	6000
Step 2. Prepare Annual Report on the Local Mitigation Strategy	40	$150	6000
Step 3. Collect and prepare documentation all CRS Activity to sub	40	$150	6000
Total for Project	**120**		**$18,000**

Subtotal 2018 Projects		**$232,500**
Total for Projects 1, 2, 3, 4, 6, 7 and 8 ($150 per hour projects)	**1880**	**$282,000**
Total for Project 5 (lump sum RLAA)		**$130,500**
2 Year Total		**$412,500**
FY 17 (All 2017 Project and 1/2 Ongoing 2018 Projects		$296,250
FY 18 (Balance 2018 Projects)		$116,250

LOBBYING AND CONFLICT OF INTEREST CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

"Lori Lehr Inc."
(Company)

"...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee."

Lori Lehr
(Signature)

Date: 9/22/2016

STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

Subscribed and sworn to (or affirmed) before me on

SEPTEMBER 22, 2016 (date)

by LORI LEE LEHR (name of affiant). He/She is personally known to me or has produced FLORIDA DRIVERS LICENSE (type of identification) as identification.

Carmelita V. Mendoza
NOTARY PUBLIC
My Commission Expires: 06-24-2020

CARMELITA V. MENDOZA
Notary Public, State of Florida
Commission# FF 991969
My comm. expires June 24, 2020

NON-COLLUSION AFFIDAVIT

I, Lori Lehr of the city of Dover according to law on my oath, and under penalty of perjury, depose and say that

1. I am Lori Lehr of the firm of Lori Lehr Inc. the CONTRACTOR making the Proposal for the project described in the Request for Proposals for Monroe County and that I executed the said proposal with full authority to do so;
2. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; and
5. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Lori Lehr
(Signature)
Date: 9/22/2016

STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

Subscribed and sworn to (or affirmed) before me on SEPTEMBER 22 2016 (date) by LORI LEE LEHR (name of affiant). He/She is personally known to me or has produced FLORIDA DRIVERS LICENSE (type of identification) as identification.

Carmelita V. Mendoza

NOTARY PUBLIC
My Commission Expires: 06-24-2020

CARMELITA V. MENDOZA
Notary Public, State of Florida
Commission# FF 991969
My comm. expires June 24, 2020

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes Section 287.087 hereby certifies that:

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Lori Lehr
(Signature)
Date: 9/22/2016

STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

Subscribed and sworn to (or affirmed) before me on SEPT. 22, 2016 (date) by LORI LEE LEHR (name of affiant). He/She is personally known to me or has produced FLORIDA DRIVERS LICENSE (type of identification) as identification.

Carmelita V. Mendoza
NOTARY PUBLIC
My Commission Expires: 06-24-2020

CARMELITA V. MENDOZA
Notary Public, State of Florida
Commission# FF 991969
My comm. expires June 24, 2020

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither Lori Lehr (Respondent's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

Lori Lehr
(Signature)
Date: 9/22/2016

STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

Subscribed and sworn to (or affirmed) before me on SEPTEMBER 22, 2016 (date) by LORI LEE LEHR (name of affiant). He/She is personally known to me or has produced FLORIDA DRIVERS LICENSE (type of identification) as identification.

Carmelita V. Mendoza
NOTARY PUBLIC
My Commission Expires: 06-24-2020

CARMELITA V. MENDOZA
Notary Public, State of Florida
Commission# FF 991969
My comm. expires June 24, 2020

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL

INSURANCE REQUIREMENTS
FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
BETWEEN
MONROE COUNTY, FLORIDA
AND

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Professional Liability

The minimum limits acceptable shall be:

$300,000 Combined Single Limit (CSL)

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

MONROE COUNTY, FLORIDA
RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION MANUAL

WAIVER OF INSURANCE REQUIREMENTS

There will be times when it will be necessary, or in the best interest of the County, to deviate from the standard insurance requirements specified within this manual. Recognizing this potential and acting on the advice of the County Attorney, the Board of County Commissioners has granted authorization to Risk Management to waive and modify various insurance provisions.

Specifically excluded from this authorization is the right to waive:

- **The County as being named as an Additional Insured** – If a letter from the Insurance Company (not the Agent) is presented, stating that they are unable or unwilling to name the County as an Additional Insured, Risk Management has been granted the authority to waive this provision.

And

- **The Indemnification and Hold Harmless provisions**

Waiving of insurance provisions could expose the County to economic loss. For this reason, every attempt should be made to obtain the standard insurance requirements. If a waiver or a modification is desired, a **Request for Waiver of Insurance Requirement** form should be completed and submitted for consideration.

After consideration by Risk Management and if approved, the form will be returned, to the County Attorney who will submit the Waiver with the other contract documents for execution by the Clerk of the Courts.

Should Risk Management deny this Waiver Request, the other party may file an appeal with the County Administrator or the Board of County Commissioners, who retains the final decision-making authority.

MONROE COUNTY, FLORIDA

Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract:

Contractor:

Contract for:

Address of Contractor:

Phone:

Scope of Work:

Reason for Waiver:

Policies Waiver

will apply to:

Signature of Contractor:

Approved Not Approved

Risk Management:

Date:

County Administrator appeal:

Approved Not Approved
Date:

Board of County Commissioners appeal:

Approved Not Approved

Meeting Date:

BIDDER **SIGNATURE**

INSURANCE REQUIREMENTS

[FIGURES ARE FOR EXAMPLE ONLY – TAILOR TO FIT THE INDIVIDUAL SITUATION]

Worker's Compensation	$ 100,000	**Bodily Injury by Acc.**
	$ 500,000	Bodily Inj. by Disease, policy lmts
	$ 100,000	Bodily Inj. by Disease, each emp.

General Liability, including	$ 300,000	**Combined Single Limit**
Premises Operation		
Products and Completed Operations		
Blanket Contractual Liability		
Personal Injury Liability		

Vehicle Liability	$ 200,000	per Person
(Owned, non-owned and hired vehicles)	$ 300,000	per Occurrence
	$ 200,000	Property Damage
	$ 300,000	Combined Single Limit

Professional Liability	$300,000	per Occurrence
	$500,000	Aggregate

The Monroe County Board of County Commissioners shall be named as Additional insured on general liability and vehicle liability policies.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hiscox Inc.
520 Madison Avenue
32nd Floor
New York, NY 10022

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hiscox Insurance Company Inc	10200
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lori Lehr
3441 Pittman Road
Dover FL 33527

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	UDC-1538299-CGL-16	02/02/2016	02/02/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ S/T Gen. Agg. $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Monroe County BOCC is listed as additional insured

APPROVED BY RISK MANAGEMENT
BY
DATE 10-27-16
WAIVER N/A YES

CERTIFICATE HOLDER
Monroe County BOCC
1100 Simonton Street
Key West FL

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AMENDMENT TO MONROE COUNTY CONTRACT FOR NATIONAL FLOOD INSURANCE PROGRAM (NFIP), FLOODPLAIN REGULATIONS, AND COMMUNITY RATING SYSTEM (CRS) PROFESSIONAL SUPPORT SERVICES

In accordance with the Contract for National Flood Insurance Program, Floodplain Regulations, and Community Rating System Professional Support Services, made and entered on October 19, 2016 ("Agreement"), and as amended, between MONROE COUNTY, ("COUNTY"), and LORI LEHR, ("LEHR" or "CONSULTANT"), the Agreement is amended as follows:

1. **SCOPE OF SERVICES.** Pursuant to Section 1 of the Agreement this Section is amended to include the following: CONSULTANT will assist Monroe County and provide expert services consistent with the Agreement on post Hurricane Irma damage assessment within unincorporated Monroe County. CONSULTANT's services include, but are not limited to, completing all emergency declarations and damage assessments reports, documents and any associated papers related to or required by any and all Federal, State, and local government agency programs and insurance companies.

2. **COMPENSATION.** Pursuant to Section 4 of the Agreement this Section is amended to include the following: Compensation to the CONSULTANT for satisfactory performance of the professional services and carrying out the objectives of the COUNTY stated in this Amendment will be paid on an hourly basis of One Hundred Fifty Dollars ($150.00) per hour based on invoices submitted by the CONSULTANT.

The remainder of the terms and conditions of the Agreement, as amended, remain unchanged by this Amendment, and continue in full force and effect.

IN WITNESS WHEREOF, each party caused this Amendment to the Agreement to be executed by its duly authorized representative.

(SEAL)
Attest: Kevin Madok, Clerk
By: _____ Deputy Clerk
Date: September 27 2017
(SEAL)

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA
By: _____ Mayor/Chairman

FILED FOR RECORD
2017 NOV -2 PM 12:11
CLERK CIR. CT.
MONROE COUNTY, FL

CONSULTANT'S Witnesses Attest:

Signature: _____
Print Name: Alison J. Smith
Date: 10/24/2017

Signature: Debra S. Roberts
Print Name: Debra S. Roberts
Date: 10/24/2017

CONSULTANT: Lori Lehr
Signature: _____
Date: 10/24/2017

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
_____
PATRICIA EABLES
ASSISTANT COUNTY ATTORNEY
DATE: 10-25-17

Instrument prepared and approved as to form by Chris Ambrosio, Assistant County Attorney, on 9/9/17.
Chris Ambrosio

FOURTH AMENDMENT TO MONROE COUNTY'S CONTRACT FOR National Flood Insurance Program (NFIP), Floodplain Regulations, and Community Rating System (CRS) Professional Support Services

THIS FOURTH AMENDMENT is made and entered into this 21st day of March, 2018 by and between MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, and Lori Lehr ("CONTRACTOR").

WITNESSETH:

WHEREAS, the contract between LORI LEHR and the COUNTY was entered into February 18, 2015; and

WHEREAS, the parties executed Amendment No. 1 to the existing Contract for National Flood Insurance Program (NFIP), Floodplain Regulations, and community Rating System (CRS) Professional Support Service on September 16, 2015; and

WHEREAS, the parties executed Amendment No. 2 to the existing Contract for National Flood Insurance Program (NFIP), Floodplain Regulations, and Community Rating System (CRS) Professional Support Service on October 19, 2016; and

WHEREAS, the parties executed Amendment No. 3 to the existing Contract for National Flood Insurance Program (NFIP), Floodplain Regulations, and Community Rating System (CRS) Professional Support Service on September 27, 2017; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the Agreement is amended as follows:

Section 1. SCOPE OF SERVICES. Pursuant to Section 1 of the Agreement this Section is amended to include the following: CONTRACTOR shall do, perform and carry out certain duties as described in the Monroe County Project Budget 2018-2020 – **Exhibit A**- which is attached hereto and made part of this agreement.

Section 3. TERM OF AGREEMENT. The Agreement will begin on March 21, 2018 and will continue for a period of 2 fiscal years concluding on March 21, 2020. The term of this Contract shall be renewable for two additional periods of up to two (2) years with the same terms upon agreement of both parties. Renewal is subject to satisfactory performance by CONTRACTOR and the availability of County funds. This Agreement is subject to annual appropriation by the Board of County Commissioners.

Section 4. COMPENSATION

Compensation to the CONTRACTOR will be as follows ("Contract Price"): The County, in consideration of the CONTRACTOR substantially and satisfactorily performing and carrying out the objectives of the County in providing professional support services shall pay the CONTRACTOR based on invoices submitted by Consultant to the County's Building Department, as follows:

Projects 1, 3, 4, 5, 6, and 7 ($150 per hour projects) as hourly not to exceed 1095 hours at $164,250 annually on a fiscal year basis. In addition, project 2 which is not an hourly project paid in a lump sum $130,500. As depicted in Exhibit A.

No claims for reimbursement for expenses will be reimbursed. By entering into this Agreement, the CONTRACTOR warrants that it understands that the Contract Price represents the full compensation for all services under this Agreement. There will be no payment for any additional expenses, including but not limited to telephone, facsimile, postage, mileage, per diems, or any other travel expenses.

The remainder of the terms and conditions of the Agreement, as amended, remain unchanged by this Amendment, and continue in full force and effect.

IN WITNESS WHEREOF, each party caused this Amendment to the Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: KEVIN MADOK, CLERK OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

Date: March 21, 2018

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By _____
Mayor David Rice

CONSULTANT'S Witnesses Attest:

Signature: _____

Date: 3/6/18

Signature: _____

Date: 3/6/18

CONSULTANT: Lori Lehr

Signature: _____

Date: 3/6/2018

FILED FOR RECORD
2018 APR -9 AM 11:53
CLERK CIR. CT.
MONROE COUNTY, FL

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

ASSISTANT COUNTY ATTORNEY

Date 3/14/18

Exhibit A Monroe County Project Budget 2018-2020

Monore County Project Budget 2018-2020

Project #1	Hours	Rate	Cost
CRS Annual Recertification 2018 (Due February 1, 2019)			
Step 1. Review ECs dated February 2017 to December 15, 2018	55	$150.00	$8,250
Step 2. Prepare Annual Report on the Local Mitigation Strategy	40	$150.00	$6,000
Step 3. Collect and prepare documentation all CRS Activity to submit May 1, 2019	40	$150.00	$6,000
Total for Project	**135**		**$20,250**

Project #2	Hours	Rate	Cost
10/1/2018 - 10/1/2019			
Project Management of Repetitive Loss Area Analysis (RLAA) Requried for 2020 Class 4			
Step 0. Management of GIS mapping for analysis			
Step 1. Property notification			
Step 2. Coordintation with other agencies (Lori Lehr, Inc.)			
Step 3. Data collection and site visits (Lori Lehr, Inc.)			
Step 4. Mitigation review (Lori Lehr, Inc.)			
Step 5. Analysis reports (Lori Lehr, Inc.)			
Step 6. Follow through with Commission			
Total for Project	**870**	**$150**	**$130,500**

Project #3	Hours	Rate	Cost
10/1/2018 - 10/1/2019			
Project Management of Stormwater Master Plan for CRS Credit	240	$150	$36,000
Total for Project	**240**		**$36,000**

Project #4			
10/1/2018 - 10/1/2019			
Project Management Drainage Maintenance Planning			
Step 1. Coordinate and review required mapping	80	$150	$12,000
Step 2. Review SOPs for compliance with CRS requirements	80	$150	$12,000
Step 3. Review and assist in development of record keeping in compliance with CRS requirements	160	$150	$24,000
Total for Project	**320**		**$48,000**

Project #5	Hours	Rate	Cost
CRS Annual Recertification 2019 (Due February 1, 2020)			
Step 1. Review Ecs December 2018 to December 2019	40	$150.00	$6,000

Step 2. Prepare Annual Report on the Local Mitigation Strategy	40	$150.00	$6,000
Step 3. Collect and prepare documentation all CRS Activity to submit May 1, 2020	40	$150.00	$6,000
Total for Project	**120**		**$18,000**

	Hours	**Rate**	**Cost**
Project #6			
CRS Class 4 ISO Verification Visit (Due October 2019)			
Collect and digitize documentation for submission to ISO	120	$150	$18,000
Meetings conduct with ISO staff to verifiy Class 4 Activities	80	$150	$12,000
Documentation Follow-up October 2019 - May 1 2020	80	$150	$12,000
Total for Project	**280**		**$42,000**

Total for Projects 1, 3, 4, 5 and 6 ($150 per hour projects)	**$164,250**
Total for Project 2 (lump sum RLAA)	**$130,500**
2 Year Total	**$294,750**
FY 18 (All 2018 Project and 1/2 Ongoing 2019 Projects)	$127,500
FY 19 (Balance 2019 Projects)	$167,250

FIFTH AMENDMENT TO MONROE COUNTY'S CONTRACT FOR National Flood Insurance Program (NFIP), Floodplain Regulations, and Community Rating System (CRS) Professional Support Services

THIS FIFTH AMENDMENT is made and entered into this 20th day of November, 2019 by and between MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, and Lori Lehr ("CONTRACTOR").

WITNESSETH:

WHEREAS, the contract between LORI LEHR and the COUNTY was entered into February 18, 2015; and

WHEREAS, the parties executed Amendment No. 1 to the existing Contract for National Flood Insurance Program (NFIP), Floodplain Regulations, and community Rating System (CRS) Professional Support Service on September 16, 2015; and

WHEREAS, the parties executed Amendment No. 2 to the existing Contract for National Flood Insurance Program (NFIP), Floodplain Regulations, and Community Rating System (CRS) Professional Support Service on October 19, 2016; and

WHEREAS, the parties executed Amendment No. 3 to the existing Contract for National Flood Insurance Program (NFIP), Floodplain Regulations, and Community Rating System (CRS) Professional Support Service on September 27, 2017; and

WHEREAS, the parties executed Amendment No. 4 to the existing Contract for National Flood Insurance Program (NFIP), Floodplain Regulations, and Community Rating System (CRS) Professional Support Service on March 21, 2018; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the Agreement is amended as follows:

Section 1. SCOPE OF SERVICES. Pursuant to Section 1 of the Agreement this Section is amended to include the following: CONTRACTOR shall do, perform and carry out certain duties as described in the Monroe County Project Budget 2019-2021 – **Exhibit A**- which is attached hereto and made part of this Agreement.

Section 3. TERM OF AGREEMENT. The Agreement will begin on November 20, 2019 and will continue for a period of 2 fiscal years concluding on September 30, 2021. The term of this Contract shall be renewable for two additional periods of up to two (2) years with the same terms upon agreement of both parties. Renewal is subject to satisfactory performance by CONTRACTOR and the availability of County funds. This Agreement is subject to annual appropriation by the Board of County Commissioners.

Section 4. COMPENSATION. Compensation to the CONTRACTOR will be as follows ("Contract Price"): The County, in consideration of the CONTRACTOR substantially and satisfactorily performing and carrying out the objectives of the County in providing professional support services shall pay the CONTRACTOR based on invoices submitted by Consultant to the County's Building Department, as follows:

No claims for reimbursement for expenses will be reimbursed. By entering into this Agreement, the CONTRACTOR warrants that it understands that the Contract Price represents the full compensation for all services under this Agreement. There will be no payment for any additional expenses, including but not limited to telephone, facsimile, postage, mileage, per diems, or any other travel expenses.

The remainder of the terms and conditions of the Agreement, as amended, remain unchanged by this Amendment, and continue in full force and effect.

IN WITNESS WHEREOF, each party caused this Amendment to the Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: KEVIN MADOK, CLERK
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

Date: November 20, 2019

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor Heather Carruthers

CONSULTANT'S Witnesses Attest:

Signature: _____

Date: 11/13/2019

Signature: _____

Date: 11/13/19

CONSULTANT: Lori Lehr

Signature: _____

Date: 11/13/19

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 11/18/19

Exhibit A Monroe County Project Budget 2019-2021

	Hours	Rate	Cost	Proj FY20	Proj FY21
Project 4					
Project Management Drainage Maintenance Planning					
Step 1. Coordinate and review required mapping (COMPLETED)					
Step 2. Review SOPs for compliance with CRS requirements (COMPLETED)					
Step 3. Review and assist in development of recordkeeping in compliance with CRS requirements	35.5	$150	$ 5,325		
Total for Project	**35.5**		**$ 5,325**	**$5,325**	
Project 5					
CRS Annual Recertification 2019 (Due February 1, 2020)					
Step 1. Review Elevation Certificates December 2018 through December 2019	37	$150	$ 5,550		
Step 2. Prepare Annual Report on Local Mitigation Strategy	40	$150	$ 6,000		
Step 3. Collect and prepare documentation for all CRS Activity to submit May 1, 2020	40	$150	$ 6,000		
Total for Project	**117**		**$17,550**	**$17,550**	
Project 6					
CRS Class 4 ISO Verification Visit (Due May 1, 2020)					
Step 1. Collect and digitize documentation for submission to ISO	72	$150	$10,800		
Step 2. Meetings with ISO staff to verify Class 4 activities	80	$150	$12,000		
Step 3. Documentation follow-up October 2019 - May 1, 2020	80	$150	$12,000		
Total for Project	**232**		**$34,800**	**$34,800**	
Project 2					
Project Management of Repetitive Loss Area Analysis (RLAA)					
Required for 2020 Class 4					
Step 0. Management of GIS mapping for analysis					
Step 1. Property Notification					

	Hours	Rate	Cost	Proj FY20	Proj FY21
Step 2. Coordination with other agencies (Lori Lehr, Inc.)					
Step 3. Data collection and site visits (Lori Lehr, Inc.)					
Step 4. Mitigation review (Lori Lehr, Inc.)					
Step 5. Analysis reports (Lori Lehr, Inc.)					
Step 6. Follow through with Commission					
Total for Project	**749**	**$150**	**$112,350**	**$112,350**	

Project 7

Substantial Damage

Assist Monroe County and provide expert services consistent with the Agreement on post Hurricane Irma damage assessment within unincorporated Monroe County. Services include, but are not limited to, completing all emergency declarations and damage assessment reports, documents and any associated papers related to or required by any and all Federal, State, and local government agency programs and insurance companies.

Total for Project	**240**	**$150**	**$ 36,000**	**$18,000**	**$18,000**

Project 8

Drafting Ordinances

Assist with drafting amendments to Chapters 122 and 6, incorporating new coastal floodplain maps and State of Florida model ordinance, which was published as a companion to the Florida Building Code Sixth Edition (2017.) Also assist in any local amendments to the Florida Building Code amendments needed to maintain Monroe County higher regulatory standards.

Total for Project	**320**	**$150**	**$ 48,000**	**$24,000**	**$24,000**

Project 9

Floodplain Mapping

Assist with new floodplain mapping including assisting with community outreach and implementing the CRS program and/or rating, pursuant

	Hours	Rate	Cost	Proj FY20	Proj FY21
to the new Flood Insurance Rate Maps (FIRMs.)					
Total for Project	**240**	**$150**	**$36,000**	**$18,000**	**$18,000**

Project 10

Mobile Home Replacement Analysis

Assist with mobile home replacement analysis, contingent for Class 4 rating, to determine the number of mobile homes that may not be replaced at grade or on 36-inch piles, in mobile home parks, if Monroe County adopts amendments to chapter 122, to be consistent with the requirement for having one foot of freeboard implemented within 100% of the SFHA, which may include a request to submit an alternative approach to achieving CRS Class 4 prerequisite as outlined in the 2017 Community Rating System Coordinator's Manual Section 211.c.(3)(a)(ii) including but not limited to:

1. Current ordinance requiring elevation above base flood elevation if neighboring property owner has elevated.
2. Regulatory language related to ability to avoid requirement via variance.
3. Total number of structures in each park; number of structures in each park that have been elevated; and information about the last permits to replace mobile homes that did not elevate.

An analysis is necessary to determine if the provisions in the County's current Floodplain Ordinance Chapter 122 is effective enough to meet the CRS Class 4 requirement for mitigating risk in these existing pre-FIRM parks.

Total for Project	**250**	**$150**	**$ 37,500**	**$37,500**	

Two-year total	$327,525
FY20 (Completion of Projects 4, 5, 6, 2, and 10 and commencement of 7, 8, and 9)	$267,525
FY21 (Completion of Projects 7, 8, and 9)	$ 60,000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hiscox Insurance Company Inc	10200
INSURED Lori Lehr Inc. 3441 Pittman Road Dover, FL 33527	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		UDC-4141233-CGL-19	04/25/2019	04/25/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monroe County BOCC is listed as additional insured.

APPROVED BY RISK MANAGEMENT
BY
DATE 11/27/19
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County BOCC
1100 Simonton St Key West FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT G

LORI LEHR INC.
YOUR LINK TO CRS SUCCESS

Lori Lehr, CFM
727.235.3875
lori@lorilehrinc.com

February 21, 2020

Mr. Greg Truitt
Interim Village Manager
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

RE: Proposal for Community Rating System Evaluation and Support Services for the Community Rating Class Modification Process

Dear Mr. Truitt:

Lori Lehr Inc. is pleased to submit a proposal for providing professional services to the Village of Palmetto Bay with support services for a CRS evaluation for a potential CRS modification under the Community Rating System (CRS) for the National Flood Insurance Program (NFIP).

As the sole proprietor of Lori Lehr Inc, I, Lori Lehr, will be the be responsible for all service related to this proposal which includes coordinating with Village staff and partnering agencies to collect the documentation to support the CRS modification process. I received my Certified Floodplain Manager (CFM) status by the Association of State Floodplain Managers, Inc. (ASFPM) in 2000 and have been involved in the floodplain management industry since that time. My floodplain management career started in the City of St. Petersburg serving as the floodplain administrator, building permit construction reviewer and acting as a liaison between the City and FEMA. Further, I offer over eight (8) years of specific experience as a CRS Specialist working with Insurance Services Office (ISO). I am well versed in all iterations of CRS Manual and with the implementation of the Manuals under the most current CRS guidelines. While working with ISO, I submitted over 120 CRS verification files to FEMA, many of which resulted in a CRS class improvement for those communities. As ISO/CRS Specialist, I assisted communities with the highest dollars of CRS discount in the Nation. I also recertified over 80 communities in the CRS program on an annual basis.

As a consultant, I have had the pleasure of assisting numerous communities in Florida to make application to the CRS program as well as to achieve CRS Class improvements. The communities I have worked with include; Village of Palmetto Bay, CRS Class 8, City of Bonita Springs, CRS Class 5, City of Dunedin, CRS Class 5, Village of Estero, CRS Class 6, Hillsborough, CRS Class 5, Village of Islamorada, CRS Class 6, Town of Jupiter Island, CRS Class 7, City of Key Colony Beach, CRS Class 8, City of Key West, CRS Class 7, Lee County, CRS Class 5, Village of Palmetto Bay, CRS Class 8. The most recent project is ongoing with Monroe County, CRS Class 5.

In addition, I have specific knowledge of the State of Florida's floodplain management practices. My extensive knowledge and experience with CRS audits and verification processes will provide the necessary support and leading guidance for this important proposal.

Provided within this proposal are the objectives as well as the scope of services to be provided and the total estimated hours and fee.

Project Objective

This project is to provide consulting services to Village of Palmetto Bay for their CRS activities and to prepare the Village for a CRS modification under the *2017 CRS Coordinator's Manual* requirements.

Project Approach

A thorough review of the CRS activities currently being credited will be conducted and guidance provided on the maintenance of the CRS credited activities. I will meet with the appropriate Village staff to review what is necessary to keep/maintain the current credits under the *2017 Manual* and to identify new credit opportunities to assist the with the Villages' goal of moving toward a CRS Class 5 that if achieved, would become effective in 2021. This scope assumes that the Village will support this effort by making staff available to help verify credit points, implement new programs and document activities.

The Village is currently receiving CRS credit under the *2013 CRS Coordinator's Manual.* It is understood that the Village may need to implement new CRS activities to modify the current CRS Class 8 under the significantly different participation requirements in the *2017 CRS Coordinator's Manual.* The Village recognizes that significant effort will be necessary to reach the goal of a CRS Class 5. The Village is aware that CRS Class improvements often required a community to implement new programs and regulatory standards.

Compliance with the NFIP is prerequisite for participation in the CRS program. Assuring that the Village complies is achieved via review of the Villages' Elevation Certificate by the ISO/CRS Specialist 30-60 days prior to the scheduled CRS modification visit. The Certificates must score a minimum of 90% correct for participation in the CRS program under the *2017 CRS Coordinator's Manual.* This proposal does not include assistance with NFIP compliance or an extensive review of all the Elevation Certificates that have been collected since the last CRS cycle verification visit.

Project Tasks

Task 1. Organize: I will review the documentation from Palmetto Bay's previous CRS cycle verification and identify the CRS activities that are currently credited and identify the documentation requirements to maintain the current credit if applicable in the *2017 CRS Coordinator's Manual.* Potential new credit will be identified along with the documentation requirements for additional credit under the *2017 CRS Coordinator's Manual.* The Village will make available all materials relevant to these credits in addition to any elements the CRS Coordinator believes could be eligible for credit.

Task 2. Interviews: The Village CRS Coordinator and I will schedule an in person meetings with the Village staff to review the current CRS program and to discuss the additional documentation requirements for the CRS modification visit.

Task 3. Exit Report: Within two (2) weeks of the office interviews, a report will be provided to the CRS Coordinator on the preliminary findings. This report will include the documentation requirements for the CRS activities discussed during the interview process along with suggestions for activities that the Village may want to implement for additional CRS credit.

Task 4. Prepare Documentation for the Modification: Ninety (90) days prior to the schedule CRS modification visit, the Village will submit to me for review, the documentation outlined in the Exit Report. The documentation will be processed and prepared for submission to ISO. It is expected that there will be significant coordination with staff and the Village CRS Coordinator to obtain the documentation in the format that is required by the CRS program. All the collected documentation will be merged to a PDF format that is organized to assure maximum CRS credit by the ISO/CRS Specialist. The completed CRS modification document will be submitted on or before the CRS modification visit date.

Task 5. CRS Modification Visit: I will coordinate with the ISO/CRS Specialist to be available during the scheduled CRS modification visit.

Task 6. Follow-up Documentation: If the ISO/CRS Specialist request additional documentation or a modification to the submitted documentation, I will assist the Village until the follow-up documentation as requested by ISO. The documentation follow-up is subject to the time limitations of this proposal.

Professional Fees

Task	Hours	Rate	Cost
1. Organize	80	$150.00	$12,000.00
2. Interviews	24	$150.00	$3,600.00
3. Exit Report	40	$150.00	$6,000.00
5. Prepare Documents	80	$150.00	$12,000.00
6. Modification Visit	40	$150.00	$6,000.00
6. Follow-up Documentation	40	$150.00	$6,000.00
Total =	**304**		**$45,600.00**

The total estimated, not-to-exceed, fee plus expenses is $45,600.00. The estimated total fee shall not be exceeded without further written authorization by the Village of Palmetto Bay. This Proposal is only for the items specifically mentioned above. The project shall be billed monthly based upon the hourly rate schedule above.

Additional CRS related tasks not specifically outlined in this proposal, requested in writing by the Village of Palmetto Bay, will be billed at a charge of $150.

Village of Palmetto Bay Expected Contribution

The Village is expected to contribute staff time for the following work:

- **Task 1. Organize:** Providing the appropriate materials and setting up the interviews.
- **Task 2. Interviews:** Ensuring that all staff are available for the interviews. Providing needed GIS maps, GIS data, and other materials as requested.
- **Task 3. Exit Report:** Review and critique the draft report and provide staff support to provide additional documentation as appropriate.
- **Task 4. Prepare Documentation for the CRS Modification:** Appropriate staff to provide requested documentation in a format that can be credited by the CRS program. It is expected that the Village will provide GIS support to prepare CRS related impact maps.
- **Task 5. CRS Cycle Modification Visit:** This appropriate Village staff will need to participate in the modification visit as requested by ISO as the Village feels necessary to address all potential ISO questions relating to specific subject matters unique to the Village.
- **Task 6. Follow-up Documentation:** Staff time Review and critique of final documentation to be submitted for any necessary follow-up after the visit.

I look forward to working with you and appreciate the opportunity to submit this proposal for CRS support services. Your acceptance of this proposal may be indicated by signing below and returning a copy to me via email.

Please contact me if you have any questions.

Sincerely,

Lori Lehr, CFM
President, Lori Lehr Inc.

By: _____ Date: _____

Greg Truitt, Interim Village Manager
Village of Palmetto Bay

ITEM 10M

To: Honorable Mayor and Village Council

Date: March 2, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Fleet Leasing and Management (Maintenance) Program

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING A MASTER EQUITY LEASE AGREEMENT AND MAINTENANCE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. BASED ON A PIGGYBACK CONTRACT FROM THE CITY OF LAKE CITY, FLORIDA, ISSUED UNDER RFP NO. 011-2010; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXPEND BUDGETED FUNDS IN AN AMOUNT NOT TO EXCEED $73,265.76 FOR THE REPLACEMENT OF 11 VEHICLES IN THE PARKS AND THE PUBLIC SERVICES DEPARTMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

The Public Service Department, in an effort to modernize and streamline all the services provided for the vehicles owned by the Village has been evaluating and investigating the Village's current vehicle fleet maintenance costs, fueling and future replacement options. As a result of this investigation, the Village staff is recommending "Piggy-Backing" an existing Fleet Leasing and Management Program Agreement (RFP# 011-2010) from the City of Lake City, Florida, awarded to Enterprise Fleet Management, Inc.

The proposed Fleet Leasing & Management Program will provide the Village with a continuously up-to-date fleet of vehicles, remove the burden of providing yearly increasing vehicle maintenance costs, increase reliability, streamline vehicle fueling procedures, and most importantly, provide a fixed yearly cost(s) for the fleet maintenance and replacement programs. Based on the Village Staff review of the City of Lake City's results of the Fleet Leasing and Management Program, in which they converted approximately 105 vehicles, the program allowed them to create a lower sustainable fleet cost, free-up maintenance resources and created an improved image to the community.

The proposed multi-year Fleet Leasing and Management Program will allow the Village to budget the same dollar amount without surprises for fleet maintenance and replacement on an annual basis, taking the guess work for forecasting a dollar amount for the annual budget for vehicle capital and maintenance costs. By maintaining a fixed amount, it will eliminate capital equipment "spikes" from occurring when several vehicles are due for replacement from one fiscal year to another.

The Village has identified 11 vehicles that are used by the Parks and Recreation and the Public Services Departments that are in constant need of repair. In addition to the incurred repaired costs, operations are affected each time these vehicles are out of commission. Based on Lake City's Fleet Leasing and Management Program (RFP# 011-2010), administered by Enterprise Fleet Management, Inc., the Village's 11 vehicles would be replaced during fiscal year 2019-20, and again at a minimum of 5 years thereafter, depending on the vehicles' mileage and years of service. Enterprise Fleet Management, Inc., has provided the Village with a detailed Fleet Planning Analysis, utilizing the same terms and conditions as specified in Lake City's RFP# 011-2020.

The proposed fleet replacement schedule will ensure that the Village is able to take advantage of the latest vehicle technologies available, and will ensure that the Village will save money on fuel costs and have the latest technology in place for "fuel efficiency" and lower "greenhouse gas emissions". Furthermore, the Village will see a projected savings of $13,000 annually after full implementation to the program reducing the operating and fuel costs by 20%. The proposed contract is valid for a period of five years.

All routine fleet maintenance will be the responsibility of Enterprise Fleet Management, Inc. and will be performed by local vendors. Fueling services will also be coordinated through Fleet Management, Inc., increasing fueling options and utilizing local Vendors.

In addition, one of the options specified within the Lake City Fleet Leasing and Management Program, is to authorize Enterprise Fleet Management, Inc. to act as the Village's "agent" in the sale/disposal of existing fleet vehicles. By Enterprise serving as the Village's agent, they will be able to sell or dispose the vehicle at a higher price and in turn utilize the sales proceeds as a credit to the Village against the lease. Another way to reduce the costs associated with the purchasing and maintenance of Village vehicles.

FISCAL IMPACT:

The annual cost for the Fleet Leasing and Management Program is $73,265.76 for the replacement of 11 aging Village-owned vehicles to be replaced with 2020 vehicles. The sale/disposal of the 11 Village owned vehicles is estimated at $46,750. The credit has been applied towards the annual leasing cost for FY 2019-20. The detail for the net cost for FY 2019-20 is as follows:

Facilities and Maintenance	$ 36,632.88
Parks and Recreation	$ 36,632.88
	$ 73,265.76

Attachments:

A. City of Lake City
   1. Resolution # 2010-82 Awarding Enterprise Fleet Management, Inc.
   2. City of Lake City Award Letter original and extension to March 31, 2021.
   3. City of Lake City RFP# 011-2010

B. Enterprise Fleet Management –
   1. Company Promotional Pamphlet
   2. Vehicle Re-Sale Process Flyer

C. Village of Palmetto Bay Deal with Enterprise Fleet Management, Inc.
   1. Schedule of Vehicles to be replaced/removed
   2. Schedule of Costs for the New Vehicles being introduced
   3. Paperwork for New Vehicles
      a. (5) Ford, F-250 XL Super Duty Cab
      b. (4) Ford, F-150 XL Super Cab
      c. (1) Ford, Transit T350 Medium Roof Passenger Van
      d. (1) Chevrolet, Equinox LS, FWD

D. Buyback for Resale – Sourcewell Agreement
   a. Sourcewell Fact Sheet
   b. Estimated Buyback – Vehicle Comparison
   c. Sourcewell – Government Cooperative Contract Agreement with Enterprise Fleet Management, Inc.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING A MASTER EQUITY LEASE AGREEMENT AND MAINTENANCE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. BASED ON A PIGGYBACK CONTRACT FROM THE CITY OF LAKE CITY, FLORIDA, ISSUED UNDER RFP NO. 011-2010; AUTHORIZING THE INTERIM VILLAGE MANAGER TO EXPEND BUDGETED FUNDS IN AN AMOUNT NOT TO EXCEED $73,265.76 FOR THE REPLACEMENT OF 11 VEHICLES IN THE PARKS AND THE PUBLIC SERVICES DEPARTMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village of Palmetto Bay ("Village") currently has an aging vehicle fleet that requires recurring and costly repairs and therefore has an essential need to update 11 of its existing motor vehicles; and,

WHEREAS, the City of Lake City (the "Lake City") after a publicly advertised solicitation (RFP# 011-2010 Fleet Leasing & Management Program) awarded and executed a contract with Enterprise Fleet Management, Inc. for the leasing and management of their vehicles; and,

WHEREAS, in accordance with the Village Ordinance 03-09, Sec. 2-175 (i)(3), purchases made under state purchasing contracts or contracts of other municipal or governmental entities that were awarded pursuant to competitive bids based on clearly defined specifications shall not require competitive bidding by the Village; and,

WHEREAS, Lake City has authorized other governmental entities to independently utilize the same terms and conditions identified in their solicitation under RFP# 011-2010; and

WHEREAS, Interim Village Manager recommends exercising the "Vehicle Resale Process", as identified in Lake City's Contract; and

WHEREAS, the Village desires to enter into a Lease and Maintenance Agreement with Enterprise Fleet Management, Inc., under the same terms and conditions of the Lake City contract, which also allows the Village to participate in the resale process of the vehicles by receiving credits for the trade-in and utilizing that credit towards the new Lease and Maintenance costs; and,

WHEREAS, the Village Council finds these agreements satisfactory and advantageous for the Village and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council hereby selects Enterprise Fleet Management, Inc. to provide the Village with a Fleet Lease and Maintenance Agreement, as a piggyback contract to the Lake City Contract pursuant to Lake City's RFP 011-2010 and in accordance with Sec 2-175 (i)(3) of the Village's Code.

Section 2. The Interim Village Manager is authorized to sign such an agreement with Enterprise Fleet Management Inc., in substantial form and content to Attachment A, for the amount of $73,265.76 for the replacement of 11 vehicles in the Parks and the Public Services Departments for a 5-year period.

Section 3. This resolution shall become effective upon adoption.

PASSED and **ADOPTED** this 2nd day of March 2020.

Attest:

Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

HFD/lss
C-10-999
8/12/2010

CITY COUNCIL RESOLUTION NO. 2010-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A MASTER EQUITY LEASE AGREEMENT AND A MAINTENANCE AGREEMENT EACH WITH ENTERPRISE FLEET MANAGEMENT, INC, A MISSOURI CORPORATION, RELATING TO LEASE AND MAINTENANCE OF VEHICLES.

WHEREAS, the City of Lake City, Florida ("City") finds that it is in its best interest to enter into a Mater Equity Lease Agreement and a Maintenance Agreement each with Enterprise Fleet Management, Inc., for the lease and maintenance of vehicles, pursuant to and in accordance with Master Equity Lease Agreement and Maintenance Agreement, copy of each which, while not attached to this resolution, is on file in the Office of the City Clerk (the "Lease Agreement" and Maintenance Agreement); and

WHEREAS, each the Lease Agreement and Maintenance Agreement is subject to such changes, modifications, or amendments required and authorized by Section 3 of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein.

Section 2. The City is hereby authorized to enter into the Lease Agreement and Maintenance Agreement. in accordance with the terms, provisions, conditions and limitations of Lease Agreement and Maintenance Agreement, subject to changes and modifications authorized by Section 3 of this resolution.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Lease Agreement and Maintenance Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver said Lease Agreement and Maintenance Agreement in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Enterprise Fleet Management, Inc., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this 10 day of August, 2010.

Mayor-Councilman

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:
HERBERT F. DARBY
City Attorney

City of Lake City

205 NORTH MARION AVENUE
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 719-5818
FAX: (386) 755-6112

October 20, 2010

Paul W. Hladun
Enterprise Fleet Management
11034 Atlantic Blvd
Jacksonville, FL 32225

Dear Paul:

After review and evaluation of the Fleet Leasing and Management Program, in response to RFP-011-2010, the City of Lake City, Florida, is pleased to award the contract to Enterprise Fleet Management.

The contract agreement prepared as a result of this award incorporates by reference all the requirements, terms, and conditions of the solicitation and the contract proposal as negotiated.

Other governmental entities, with local enabling legislation, have our permission to independently use this contract. Each agency is responsible for its own purchases and is liable for goods or services ordered, received and accepted by such agency.

On behalf of the City of Lake City, Florida, we thank you and look forward to a mutually beneficial relationship with your company.

Sincerely,

Grayson Cason

Grayson Cason
Executive Director of Administrative Services

cc: file

CITY OF LAKE CITY
Florida's Gateway Est. 1859

STEPHEN M. WITT
JAKE HILL, JR.
EUGENE JEFFERSON
MELINDA MOSES
GEORGE WARD
WENDELL JOHNSON
AUDREY E. SIKES
FRED KOBERLEIN, JR.

February 27, 2017

To Whom It May Concern:

The City of Lake City entered into a Master Lease Agreement with Enterprise Fleet Management as a result of our negotiations on our Request for Proposal (RFP) 010-2010 Fleet Leasing & Management. The lease quotes we receive and accept for each new vehicle are for a five year period from the date of vehicle delivery and acceptance.

Our contract for the lease of vehicles from Enterprise Fleet Management is still active and the current end date is March 31, 2021. This date represents the current end date on the latest active leases issued as an addendum to the master lease agreement.

All future lease quotes will extend the above date for a five year period from the date of the vehicle delivery and acceptance.

If you need additional information, please feel free to contact me.

Respectfully,

Grayson Cason

Grayson Cason
Assistant City Manager

205 North Marion Avenue, Lake City, FL 32055
T:386-752-2031 • F:386-752-4896

CITY OF LAKE CITY

RFP-011-2010

FLEET LEASING AND MANAGEMENT PROGRAM

DATE OF PUBLIC OPENING:
March 18, 2010 @ 3:00 P.M.

LOCATION FOR PUBLIC OPENING
City Hall
Council Chambers
2nd Floor
205 North Marion Avenue
Lake City, FL 32055

http://www.lcfla.com/purchasing.htm

All responses must be date and time stamped received no later than 3:00 P.M. on March 18, 2010 to be considered responsive.

Wendell Johnson, City Manager:_____

Posted on DemandStar:

Advertised in LCCR:

Advertised http://www.lcfla.com/purchasing.htm

REQUEST FOR PROPOSALS

Sealed proposals marked "REQUEST FOR PROPOSALS FOR FLEET LEASING AND MANAGEMENT PROGRAM" will be received by the City of Lake City, Florida until 3:00 P.M. on March 18, 2010, at the office of Purchasing and Contracting, 205 North Marion Ave. Lake City, FL 32055, at which time all proposals will be opened and only names of offeror's will be read aloud. All received proposals will be time and date stamped, and absolutely no proposals will be accepted after the aforementioned date and time. Scope of Work may be obtained from the Purchasing & Contracting Department website www.lcfla.com or by calling (386) 719-5818 or (386) 719-5816.

All services must be performed in accordance with the request for proposals, requirements, and any other documents prepared for this request. **Proposers must submit one (1) original, clearly marked "original" and seven (7) copies, clearly marked "copy", total of eight (8) of their proposals.**

The City of Lake City reserves the right to reject any and all proposals, to re-advertise, and to enter into contract determined to be in its best interest.

SCOPE OF PROGRAM AND GENERAL REQUIREMENTS:

The City of Lake City is seeking proposals for the leasing, fleet management, and potential additional services as defined in Scope of Services section, of up to approximately one hundred and six (106) vehicles over a five (5) year period. **THIS IS A NON-GUARANTEED AMOUNT CONTRACT.** The City reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the city.

The City intends to award a multiple year contract lease that will allow ordering to occur throughout a one (1) year period with five (5) one (1) year option period(s) upon mutual agreement with the successful bidder and the City of Lake City. Replacement or additional vehicles will be ordered under line items, and at prices applicable to the ordering period current at the time the replacement is made. Prices for future year ordering periods will be presented to the City by the awarded vendor in a timely fashion near the beginning of each ordering period. The City will accept or reject in future order period pricing through amendment to the original agreement. Bidders will only submit pricing for the first ordering period time response to this RFP.

The City is soliciting a proposal to assess the approach it deems most cost effective for the needs of the City. The City will either award a sole-source contract to a vendor that can provide all services requested in this proposal or to multiple vendors that can demonstrate an effective and efficient partnership pertaining to the delivery of services under this contract. Be advised that lease arrangements contemplated to extend more than one year will be subject to availability of appropriations.

The City will tentatively select a successful bidder by April 19, 2010 and will finalize a negotiated agreement within 30 days thereafter. Proposers will be given the opportunity to

propose a phase-in schedule for initial vehicle deliveries. Replacement schedules for vehicles ordered under the contract will be established based on the conditions of the selected alternative.

EVALUATIONS:

The City intends to evaluate bids based on initial written presentations and to make a tentative selection of a successful offeror with whom the City will then engage in negotiations to finalize a contract. The City reserves the right to reject any or all submittals, to waive technicalities, to readvertise, to proceed otherwise when in the best interest of the City.

PROPOSAL CONTENT AND REQUIREMENTS:

Proposals should be submitted under company letterhead stationery with the information required in this RFP. **Each section must be labeled and in the order listed below**. Failure to comply may deem proposal non responsive. As a minimum, proposals must include the following.

INDEX:

COVER LETTER:

The cover letter shall be addressed to:

City of Lake City
Mr. Wendell Johnson, City Manager
205 N. Marion Avenue
Lake City, Fl 32055

The cover letter must consist of:

1. Identification of Proposer, including name, address and telephone number.
2. Acknowledgement of receipt of all RFP addenda, if any.
3. Name, title, address and telephone number of contact person during the period of proposal evaluation.
4. Signature of a person authorized to bind Proposer to the terms of this proposal.

TECHNICAL PROPOSAL

1. Qualifications, related experience and a minimum of three (3) references of the proposer on the form provided herein. This section of the proposal should establish the ability of the proposer to satisfactorily perform the lease and fleet management services by reason of:

    a. Experience in performing work of a similar nature.
    b. Demonstrated competence in the services to be provided.
    c. Strength and stability of the firm.

d. Staffing capability.
e. Supportive client references.

2. Proposers shall provide a brief profile of the individual or firm, the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

3. Proposers shall provide a detailed description of the fleet management services offered as described in the Scope of Services including but not limited to:

   a. Open-ended lease.
   b. Maintenance program.
   c. Physical damage program.
   d. Vehicle resale process.
   e. Ability of proposer to sell vehicles in the city's current fleet.

4. Proposers shall provide a general description of the individual or firm's financial condition and identify any conditions; e.g., bankruptcy, pending litigations, planned office closures, impending merger, which may impede proposer's ability to provide lease and fleet management services.

5. Proposer shall describe the firm's experience in performing like services if a similar nature for public transportation agencies, municipalities, or other government agencies.

6. Proposers shall identify subcontractors (maintenance facilities) by name, address and telephone number.

WORK PLAN:

1. Proposers shall provide a narrative that addresses the services they are proposing as outlined in the Scope of Work. The narrative should show the Proposer's understand of the City's needs and requirements. Throughout the narrative, the Proposer shall include references for each area of services they are proposing. This section should also address the Proposer's plan to fulfill its obligations for the services.

COMPLETED LEASE AND POTENTIAL ADDITIONAL SERVICES PRICINGFORMS.

ITEMIZED RATE SCHEDULE FOR LEASE EXPENSES PER VEHICLE AND SPECIFICATIONS OF PROPOSED VEHICLES.

CERTIFICATION AND/OR ACKNOWLEDGEMENT FORMS REQUIRED BY THE CITY

COPY OF CONTRACTOR'S STANDARD LEASE AGREEMENT AND OTHER RELATED CONTRACT DOCUMENTS.

PROPOSAL QUESTIONS

All questions concerning this RFP must be submitted in writing to:

Debbie Garbett
Director of Purchasing
205 North Marion Avenue
Lake City, FL 32055
garbettd@lcfla.com

Telephone: (386) 719-5818
Fax: (386) 755-6112

There will be no communication, written or verbal, with any City employee, Elected Official, Board Member, or City representative during the course of this solicitation other than through writing to the Purchasing Department. *All questions must be submitted in writing* to the Purchasing Department who will obtain the answers and issue in the form of addenda. The deadline for submitting questions is Friday, March 12, 2010 at 4:00 P.M. Failure to have all information as requested may cause the respondent's bid to be rejected. All and any addenda are to be signed and returned with the original bid to be considered responsive.

NEGOTIATIONS

Based on the written proposals, the City may elect to enter into negotiations with one or more of the proposer's.

CONTRACT AWARDS

The City anticipates entering into a contract with the Proposer who submits the proposal judged by the City to be most advantageous.

PROPOSAL SUBMISSION AND WITHDRAWL

Eight completed responses to this RFP must be submitted to the City in sealed envelopes or boxes marked "**FLEET LEASING AND MANAGEMENT PROGRAM**

Proposals will be received at:

City of Lake City
Attention: Purchasing and Contracting
205 North Marion Avenue
Lake City, FL 32055

Proposals are due by 3:00 PM, Thursday, March 18, 2010. Proposals received after that time will be returned to the sender unopened. Due to the irregularity of the mail, the City cautions Proposers to assure actual delivery of proposals prior to the deadline. Once opened, proposals become the property of the City and cannot be withdrawn.

SCOPE OF SERVICES

The City requires vehicles on a lease basis satisfying the specifications described in this section and may potentially require the additional services described in this section on an "as needed" basis. Proposers are expected to submit proposals that address all portions of this section. If a Proposer is unable to satisfy every element of this section but chooses to submit a proposal anyway, it must clearly identify the element(s) it is unable to satisfy and the reason it cannot meet the requirement. The City will review any exceptions taken but, at its sole discretion, may determine the proposal not responsive to the City's requirements and remove it from further consideration.

A. LEASE REQUIREMENTS

For evaluation purposes, the City is requiring all Contractors to use the following lease parameters. Upon award, the City will negotiate with the awarded vendor the appropriate lease parameters the City deems necessary for each individual vehicle leased.

The following represents the City's requirements for a lease:

- Five (5) year Open-Ended Lease with no mileage restrictions.
- Vehicles must be depreciated at 1.5% per month with a 10% Residual Book Value.
- Contractor must supply End of Term Balance at the end of the 60-month term.
- List all other applicable fees and charges.
- Maintenance as specified in "Scope of Maintenance" based on 5 years and 60,000 miles.
- Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.

B. SERVICE AND MAINTENANCE REQUIREMENTS

The City shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and repair are performed to maintain the warranty. As the City deems necessary it may request maintenance services to be included on select leased vehicles.

Does your company provide a program in which the maintenance costs are billed back to the City as they occur?

YES _____ NO _____

Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the lease?

YES _____ NO _____

If yes to either of these questions please include the cost of program(s) in the pricing section and provide detail on program(s) including but not limited to:

- Location of facilities that will perform services
- Monitoring, tracking, and service needed notification capabilities / procedures
- Included and excluded items / coverage
- Compatibility with manufacture's warranty
- Qualification requirements for those performing work on leased vehicles

C. RISK MANAGEMENT / PHYSICAL DAMAGE REQUIREMENTS (Loss of, Theft, or Damage Coverage)

As THE CITY deems necessary it may request this service to be included in select instances.

Does your company provide this program: YES _____ NO _____

If yes please include the cost of this program in the pricing section and provide detail on your program including but not limited to:

- Deductibles
- Location(s) of service

D. DESCRIPTION/WORK STATEMENT

Project Organization and Management

The Contractor shall establish and maintain an appropriate organizational structure to enable local management of this contract. Documentation supporting the Contractor's ability to service the contract (including but not limited to office locations) should be included with the bid submission. All ordering will originate directly from the City.

Vehicle Quantities and Locations

The City fleet targeted to be satisfied by this lease contract consists of approximately up to one hundred and six (106) vehicles. **THIS IS A NON-GUARANTEED AMOUNT CONTRACT,** The City reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the City. Attached in a separate document is the list of the City fleet.

Vehicle Mileage and Term

The Contractor shall be able to support vehicle return and replacement as specified in the contract. The awarded Contractor may propose, and the City may consent to, a desired timeframe or mileage interval different than levels requested by the City, if such intervals provide advantages to the Contractor, the City, or both, such as lower lease prices due to better vehicle resale potential.

Vehicle Inspection

All vehicles leased under this contract shall be inspected, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle.

Condition of Leased Vehicles

Each vehicle furnished under this contract shall be of good quality and in safe operating condition. The City shall accept or reject the vehicles promptly after receipt. If the City determines that any vehicle is defective or unsafe at delivery, the City shall promptly inform the Contractor in writing.

DELIVERIES OR PERFORMANCE

Term of Contract and Period of Performance

This contract consists of a one (1) year period with four (4) 1-year option period(s). Vehicles ordered at any point under this contract are expected to remain in use for approximately 5 years. The Contractor's responsibilities under this contract and period of performance will cease when the last vehicle furnished under the contract has been returned to the Contractor, provided there are no remaining issues in dispute.

Ordering Periods

The ordering periods under this contract will extend as follows. Exact dates will be specified in the contract upon award.

* First Ordering Period - Date of award through model year
* Second Ordering Period - Expiration of First Ordering Period through one calendar year
* Third Ordering Period - Expiration of Second Ordering Period through one calendar year
* Fourth Ordering Period -Expiration of Third Ordering Period through one calendar year
* Fifth ordering Period - Expiration of Fourth Ordering Period through one calendar year

Option to Extend the Term of the Contract

The City may extend the term of this contract by written notice to the Contractor within 60 days prior to the expiration of the current initial contract. If the City exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

Delivery Schedule

The Contractor proposes to deliver vehicles within the following period after receipt of an order for a given vehicle:_____. In the event delivery cannot be completed within this period, the Contractor shall notify the City when it becomes aware it cannot meet the schedule and shall indicate the reason for delay and a projected delivery date. The City reserves the right to cancel the order at that time without cost to the City. In any event, the City's obligation to pay

does not commence until the City accepts delivery of a vehicle from the Contractor.

Reporting Requirements

The third and ninth months in each ordering period, the Contractor shall meet with the City to discuss a contract status report. This report shall cover all vehicles delivered, or otherwise in the possession of the City at any time during the previous six-month period. A separate section of the report shall address outstanding undelivered orders. The reports shall include, at a minimum, the following information for each vehicle: vehicle year, make and model; vehicle identification number; cost center (assigned by the City); date of delivery; months in service. This report should be presented in spreadsheet product compatible with Microsoft Excel and is preferred to be accessible online monthly. The Contractor shall provide two hard copies and two electronic copies of the report. The City will review this information and compare it to the City records to detect potential inconsistencies requiring resolution.

The City may also request additional meetings with the Contractor in relation to this agreement. The Contractor will work in good faith to meet with the City for any additional meetings in a timely fashion.

End of Lease Options (Open-End Lease)

At the end of lease term, the City may:

(1) Offer the vehicle for sale to a third party
(2) Purchase the vehicle from the Contractor for the end of term obligation (Reduced Book Value plus other charges)
(3) Turn the vehicle in to be disposed of by Contractor

When turning vehicles into the Contractor, the Contractor will:

(1) Check vehicle in with a written report
(2) Within four weeks, Contractor will communicate to the City a minimum market value for vehicle based on at least two offers or bids.

Funding Information

This contract does not, in itself, order any specific vehicles, nor does it create an obligation of funds. The City obligates funds through issuance of separate documents labeled "purchase orders." Prior to placement of orders, the City expects to issue purchase order(s) containing sufficient funding to cover the projected need through the end of the then-current ordering period. If additional orders create the need for funding in excess of amounts previously obligated, the City will obligate additional funding to cover the shortfall. The Contractor and the City will each monitor funding levels to ensure adequate funding is always in place to make payments required under this contract. In the event the Contractor believes a potential shortfall exists, the Contractor shall immediately notify the City and the parties shall take necessary action to address the situation.

Notice Regarding Availability of Annual Appropriations

Orders placed under this contract will be funded by annual appropriations. Regulations permit agencies to obligate annual appropriations for a period not exceeding twelve months, and the

City is budgeting resources for this program and intends to obligate amounts sufficient to cover projected payments over twelve-month periods coinciding with the ordering periods. Depending on the negotiated alternative selected, orders may be subject to availability of appropriations for future fiscal years. Federal law prohibits agencies from obligating the District to make payments in advance of appropriations, i.e., beyond the permitted 12-month window. Notwithstanding the City does indicate, by placement of orders under this contract, its intent to continue to lease the ordered vehicles for the length of time specified in the contract. Other than for reasons of default or convenience as authorized by applicable termination clauses, the parties acknowledge that orders will be cancelled, and obligations of the parties will cease, only in the event of non-appropriation or if the City's requirement no longer exists.

Invoice Instructions

Detailed invoicing instructions will be negotiated between the City and the tentatively selected contractor. Any credits due the City shall be separately identified on the invoice and shall be applied against outstanding charges due to the Contractor.

SPECIAL CONTRACT REQUIREMENTS

Insurance and Liability

(a) The City is insured for liability coverage. The City shall be responsible for damage to:

(1) Leased vehicles where such damage is not beyond economical repair, but the Contractor shall be liable for the following:
   i. normal wear and tear,
   ii. loss or damage caused by the negligence of the Contractor, its agents, or employees, and
   iii. damage covered by the manufacturer's warranty or damage attributable to a manufacturing defect; and

(2) Property of third persons, or the injury or death of third persons, where such damage results from the fault, negligence, or wrongful act or omission of the Government, its agents, or employees.

(b) The Contractor shall provide and maintain insurance covering its liabilities in amounts of at least $1,000,000.00 combined single limit.

(c) The Contractor shall certify to the Purchasing & Contracting Department in writing that the required insurance has been obtained. The policies evidencing required insurance should contain an endorsement to the effect that any cancellation or any material change adversely affecting the contract is to be performed as prescribed, or until 30 days after written notice to the Purchasing & Contracting Department, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the City by reason of any payment under the policies.

SIGNATURE SHEET

City of Lake City

RFP-011-2010: FLEET LEASING AND MANAGEMENT PROGRAM

I, the undersigned, do hereby acknowledge I have read all the requests listed herein and have submitted my proposal accordingly. I have submitted all documentation required.

Company Name:_____

Principal Location of the Company:_____

_____

Authorized Principal in Charge of Project:_____

Type or print name as signed above:_____

Direct telephone: (_____)_____

Fax Number: (_____)_____

Cell Phone: (_____)_____

Email Address: _____

Local Location if different from above:_____

_____

Authorized Person in Charge of Project at this Location:_____

Signature:_____

Type or print name as signed above:_____

Direct telephone: (_____)_____

Fax Number: (_____)_____

Cell Phone: (_____)_____

Email: _____

PROPOSER CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF _____

Before me, the undersigned authority, personally appeared_____, who was duly sworn deposes and states:

1. I am the _____of _____, with a local office in _____and principal office in _____.
   City & State City & State
2. The above named entity is submitting a Proposal for the City of Lake City RFP-011-2010 described as Request for Proposal Fleet Leasing and Management Program.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity not its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this _____day of _____,20____.

_____
(Affiant)

_____
Typed Name and Title

Sworn to and subscribed before me this _____day of _____,20____.

Personally Known_____ Or produced identification_____

Identification type:_____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires:_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

SWORN STATEMENT UNDER SECTION

287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No._____.
2. This sworn statement is submitted by _____ whose business address is_____ and (if applicable) its Federal Identification No.(FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement_____.
3. My name is _____and my relationship to the entity named above is_____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
   - **a.** A predecessor or successor of a person convicted of a public entity crime; or
   - **b.** An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or

income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with an convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Signature:_____Date_____

STATE OF_____

COUNTY OF_____

Personally appeared before me, the undersigned authority, _____who after first being sworn by me, affixed his/her signature in the space provided above on this_____day of _____20_____.

_____

Notary Public, State at large

My Commission Expires:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the proposer
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20__.

_____

Notary Public, State of Florida My Commission Expires:_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify

that,_____(print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contender to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"

_____
Authorized Signature

_____
Date Signed

State of Florida
County of _____
Sworn to and subscribed before me this ____day of _____20___.
Personally known_____or Produced Identification _____
(Specify type of identification)

_____
Signature of Notary
My Commission Expires:_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

REFERENCES

As per the General Specifications Section, below is a list of at least three (3) client/customer references

including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: _____

   Address: _____

   Business Phone #: _____

   Contact Person: _____

   Length of time services provided: _____

2. Company Name: _____

   Address: _____

   Business Phone #: _____

   Contact Person: _____

   Length of time services provided: _____

3. Company Name: _____

   Address: _____

   Business Phone #: _____

   Contact Person: _____

   Length of time services provided: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

Fleet List

Year	Make	Model	Acquisition Date	Current Mileage	Year	Make	Model	Acquisition Date	Current Mileage
2002	Chevrolet	Tahoe	9/23/2002	84997	2001	Chevrolet	C-1500	12/29/2000	123091
1997	Ford	Crown Victoria	2/24/1997	112538	2002	Ford	F-550	5/9/2002	103405
2000	GMC	Sonoma	4/4/2000	68239	2003	Ford		2/25/2003	
1994	Pontiac	SunBird	6/3/1994		2004	Ford	F-350	7/7/2004	35224
1991	Chevrolet		2/27/1990	67960	2007	Ford	F-150	4/18/2007	15950
1982	Ford	Ranger	5/22/1992		1984	GMC		5/31/1984	15642
1995	Ford	F-150	3/7/1995	88444	1992	Ford	F-150	8/28/1992	194470
2003	Chevrolet	Silverado	3/7/2003	56303	1995	Ford	F-150	2/28/1995	
2004	Ford	F-150	12/30/2003	43441	1996	Dodge		3/6/1996	175251
2008	Ford	F-150	4/16/2008		1998	Chevrolet	C-1500	1/29/1998	144969
1985	Ford		4/3/1985	96281	1999	Dodge	Ram	1/6/1999	
1985	Ford		8/14/1985	98253	2004	Ford	F-150	1/30/2004	67633
1988	Dodge	Ram	4/18/1988	384	2004	Ford	F-150	1/30/2004	74661
1990	Ford	F-350	2/9/1990	78922	2004	Ford	F-350	3/30/2004	43225
1990	Ford	Van	8/30/1990	41751	2004	Ford	F-250	11/25/2003	38903
1991	Ford	F-800	2/14/1991	78335	2004	Ford	F-150	12/3/2003	82554
1997	Ford	L9501	12/27/1996	20981	2006	Ford	F-350	3/15/2006	27212
1997	Chevrolet		2/5/1997	149561	2007	Ford	F-150	5/17/2007	31925
1998	Chevrolet		1/19/1998	79133	2007	Ford	F-150	4/4/2007	19804
2002	Ford	F-550	3/27/2002		2008	Ford	F-150	3/6/2008	8732
2002	Ford	F-550	5/9/2002	67929	1991	Chevrolet	1500	12/11/1990	85295
2002	Chevrolet	Silverado	6/6/2002	85357	2003	Ford	Explorer	5/16/2003	18758
2004	Ford	F-150	12/30/2003	67198	1991	FORD	F-150		583
2006	Freightliner	2106	3/24/2006	2307	2002	FORD	F-150		61185
2006	Ford	F-550	5/30/2006	24209	2004	FORD	F-550		31066
1993	Ford		9/9/1993	100481	2004	FORD	F-150		95697
1995	Ford	F-350	5/25/1995	71572	1995	Ford	F-350	10/17/1995	135019
1997	Chevrolet	C1500	5/5/1997	68976	1997	Chevrolet	S-10	1/28/1997	72482
1998	Chevrolet		12/29/1997		1998	Chevrolet		1/23/1998	112814
1999	Chevrolet		1/12/1999	94208	1999	Dodge	Ram	1/6/1999	113453
1999	Ford		2/9/1999	104911	2002	Ford	F-550	5/9/2002	108644
1999	Chevrolet	Silverado	10/1/2001	109612	2002	Ford	F-550	5/9/2002	822569
2002	Ford	F-250	3/20/2002	66346	2002	Ford	F-250	4/23/2002	93927
2003	Ford	F-250	3/21/2003	50362	2003	Ford	F-150	2/25/2003	121887
2006	Ford	F-150	1/19/2006	6755	2003	Ford	F-250	3/21/2003	42579
2004	Ford		1/6/2004	48517	2003	Ford	F-750	6/4/2003	21853
2006	Ford	F-150	2/14/2006	16169	1989	Chevrolet	S-10	10/1/1991	98821
2007	International		12/21/2007		2001	Dodge	Ram	12/19/2000	63056
1995	Ford	F-150	2/28/1995	151241	1994	Ford	F-700	7/26/1994	72641
1997	Dodge	B-3500	1/31/1997	47176	1998	Chevrolet		12/18/1997	91524
2001	Chevrolet		2/7/2001	58259	2002	Ford	F-250	4/23/2002	61185

2002	Chevrolet		6/5/2002	28421		2002	Ford	F-250	4/23/2002	89243
2006	Ford		3/23/2006	47471		2008	Ford	F-550	3/27/2008	14006
1985	GMC		10/1/1995	56810		1990	Ford	F-250	1/23/1996	76301
1998	Ford	F-250	11/6/1997	64392		1987	Ford	F-350	8/26/1987	
2002	Ford	F-150	7/19/2002	40546		1990	Chevrolet		2/7/1990	37662
2003	Ford	F-150	3/11/2003	52257		1999	Ford	F-250	1/11/1999	170990
2004	Ford	F-550	4/21/2004	36785			Ford	F-150	5/17/2007	13344
1995	Ford	F-150	10/2/1995	84542		1980	Kenworth		11/19/1987	32174
	GMC	Jimmy	3/7/2000	57217		1989	Ford		2/22/1989	
2004	Ford	F-150	3/24/2004	36417		1983	Ford		9/28/1993	142468
2006	Ford	F-250	1/19/2006	17214		1995	Chevrolet	S-10	8/11/1995	18419

Attachment B

Cooperative Purchasing

Sourcewell
Formerly NJPA

Compliant, Competitive, and Convenient

Contracts for government, education, and nonprofits

Accomplish More

As a leader in cooperative purchasing, we are passionate about helping members fulfill their public service missions.

We are building stronger relationships with members and vendors to develop practical solutions together.

Compliant

- Trusted process satisfies bid requirements
- Government agency that works like you
- Achievement of Excellence in Procurement recipient

Competitive

- Buying power of 50,000 members
- Contracts offer ceiling-based pricing, volume discounts

Convenient

- More than 300 trusted brands under contract
- Full catalog of options for a complete solution
- Easy, no-cost membership

Learn how we can serve you. For contract documents and member information, visit:

Sourcewell-mn.gov
877-585-9706

Vendor related questions:

Joseph Stergios
314-274-4041
joseph.stergios@efleets.com

enterprise
FLEET MANAGEMENT

Contract #060618-EFM

Fleet Management Division
11034 Atlantic Boulevard
Jacksonville, FL 32225
904-268-4350
enterprise.com

VEHICLE RESALE PROCESS (LEASED AND CURRENLTY OWNED)

VEHICLE DISPOSAL – Turning Vehicles in at the End of the Lease Term

Enterprise maximizes the resale of our disposals through a nationwide network of more than 200 remarketing locations. Our 800 remarketing professionals consistently develop new outlets to successfully minimize the lifecycle cost of our customer's vehicles. Enterprise disposes of vehicle by:

- Utilizing a multi-channel approach to maximize our sales efforts
- Not relying on any one channel to dispose of our vehicles
- Constantly evaluating each channel to better understand the best place to sell our vehicles

Enterprise uses the following channels to sell our vehicles:

- Internal Sales through re-leasing to other Fleet Management customers and Referral Car Sales Department
- Direct Dealer Marketing by hand selling to Franchised Dealers and Independent Dealers
- Some Auctions—live sales and Internet only sales (nationwide and Canada)

Enterprise's value proposition on resale of vehicles sets us apart from our competitors

- Market Knowledge
- Over 200 Remarketing locations nationwide
- Nationwide network of 800+ Remarketers
- Annual vehicle sales of 800,000+
- Flexibility to choose our sales channel: (direct dealer marketing (hand selling) / On-line sales / auctions etc...)
- Local sales experts with 40+ years of experience
- Fast and efficient disposal process
- Consistently out perform market averages (BB, CVI and KBB.com)
- A company committed to the disposal process because we have to sell all of our vehicles as well

Tested By Pursuit

Fleet Management Division
11034 Atlantic Boulevard
Jacksonville, FL 32225
904-285-4350
enterprise.com

SAMPLE DOCUMENT (ESTIMATED WHOLESALE VALUE REPORT)

Fueled By Passion

Year	Make	Model	VIN	Mileage
2002	Ford	F-350		140,456

Reduced Book Value
(If vehicle is owned by Enterprise)
$0.00

Estimated Value Range
From: $1,400.00 To: $2,100.00

Value(s) good until: ***2/4/2010***

Year	Make	Model	VIN	Mileage
2002	Ford	F-350		160,329

Reduced Book Value
(If vehicle is owned by Enterprise)

Estimated Value Range
From: $1,100.00 To: $1,900.00

Value(s) good until: ***2/4/2010***

Year	Make	Model	VIN	Mileage
2002	Ford	F-350		176,000

Reduced Book Value
(If vehicle is owned by Enterprise)

Estimated Value Range
From: $1,000.00 To: $1,700.00

Value(s) good until: ***2/4/2010***

[redacted] taken out of the net sale price [redacted]

The Estimated Wholesale Value is not a final and binding value, Enterprise will make efforts to maximize the sale price. The final sale price will be reflective of the vehicle value and current market conditions.

If this Estimated Wholesale Value has been provided for a vehicle not yet in Enterprises possession the value of the vehicle may be significantly impacted depending on condition and mileage.

Enterprise will begin the disposal process of this vehicle in the next 3 business days unless otherwise directed by you. If you choose to dispose of the vehicle through other means the vehicle lease will be reactivated for billing and the vehicle must be picked up from the Enterprise location within 5 business days. If you have any questions regarding this report please contact the Enterprise employee below.

Paul Hladun

Phone (904) 264-4361 Email: Paul.W.Hladun@erac.com

Enterprise appreciates the opportunity to assist you in the management of your fleet!

Attachment C

enterprise
FLEET MANAGEMENT

Vehicle	Number of Units	Monthly Cost/unit	Total Monthly Cost	Total Annual Cost
2020 Ford F-250 XL 4x2 SD SuperCab	5	$ 553.19	$ 2,765.95	$ 33,191.40
2020 Ford F-150 XL 4x2 SuperCab	4	$ 532.96	$ 2,131.84	$ 25,582.08
2020 Chevrolet Clorado Base 4x2 Extended Cab	0	$ 494.44	$ -	$ -
2020 E-350	1	$ 713.41	$ 713.41	$ 8,560.92
2020 Chevrolet Equinox	1	$ 494.28	$ 494.28	$ 5,931.36
	11	**$ 2,788.28**	**$ 6,105.48**	**$ 73,265.76**

Bid Award

Term: October 1, 2019 - September 30, 2020

Contract: FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles

5 VEHICLES

Group: Pickup Trucks - 4X2

Item: 128, Ford, F-250 XL Super Duty Super Cab, X2A

Description: Manufacturer standard equipment and specifications, and if not included also power windows, power door locks, and keyless entry.

Zone	Rank	Vendor	Price
Western	Primary Alternate	BOZARD FORD Duval Ford LLC	$24,033.00 $24,420.00
Northern	Primary Alternate	BOZARD FORD Duval Ford LLC	$24,033.00 $24,266.00
Central	Primary Alternate	BOZARD FORD Duval Ford LLC	$24,033.00 $24,266.00
Southern	Primary Alternate	BOZARD FORD Duval Ford LLC	$24,033.00 $24,565.00

Options appear in alphabetical order by awarded vendor.

Options: BOZARD FORD

Order Code	Description	Price
TEMP	Temporary Tag	$16.00
TRANSFER	Transifer existing registration (must provide tag number)	$100.00
NST	New State Tag (must specify state, county, city, sheriff etc)	$185.00
56CA	Long Wheel Base with 56" Cab to Axle	$699.00
OSF	Out of Stock Fee. To cover stocking and floor plan expenses for vehicles purchased out of existing dealer inventory.	$799.00
BASE	Ford Base Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$2,615.00
DBASE	Ford Base Care 5 year/100,000 mile extended warranty, $0 deductible. Coverage for Diesel Engine Options.\ Contact dealer for other available coverage options.	$2,785.00
EXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$3,085.00
DEXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, $0 deductible. Coverage for Diesel Engine Options. Contact dealer for other available coverage options.	$3,295.00
PREM	Ford Premium Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$3,695.00
DPREM	Ford Premium Care 5 year/100,000 mile extended warranty, $0 deductible. Coverage for Diesel Engine Options. Contact dealer for other available coverage options.	$3,805.00
3K	Additional key with remote	$399.00
3KPS	Additional key with remote for push button start	$499.00
99T	6.7l Powerstroke Diesel V8	$10,494.00
99N	7.3L Engine Option on F250 Pick-Up	$2,044.00
TBM	LT245/75Rx 17E BSW AT (XL)	$164.00
18B	Cab Steps (w/ Super/Crew Cab XL)	$444.00
16S	All-Weather Floor Mats (SC/CC)	$134.00
592	Clearance Lights, Roof	$94.00
41H	Heater, Engine Block	$99.00
17X	4x4 Off-Road Package	$399.00
66S	Upfitter Switches (6)	$164.00
67H	Suspension Package, Heavy Service	$124.00
52B	TowCommand™ Integrated Trailer Brake Controller	$269.00
85G	Tailgate Step	$374.00
41A	Rapid-Heat Supplemental Cab Heater	$249.00
86A	Engine Idle Shutdown - 5 minutes	$249.00
86B	Engine Idle Shutdown - 10 minutes	$249.00
86C	Engine Idle Shutdown - 15 minutes	$249.00
86D	Engine Idle Shutdown - 20 minutes	$249.00

Order Code	Description	Price
98R	Operator Commanded Regeneration (OCR)	$249.00
85S	Tough Bed® Spray-In Bedliner	$594.00
85L	Drop-in Bedliner	$349.00
61M	Wheel Well Liner	$179.00
98F	CNG/Propane Gaseous Engine Prep Pkg (w/ 6.2L only)	$314.00
61S	Splash Guards/Mud Flaps (Front)	$129.00
62S	Splash Guard/Mud Flaps (Rear)	$0.00
15J	Gooseneck Hitch Kit	$249.00
15L	5th Wheel Hitch Kit (18K)	$1,094.00
53W	5th Wheel/Gooseneck Hitch Prep Package	$499.00
96V	XL Value Package	$724.00
61L	Front Wheel Well Liners	$179.00
61N	Front & Rear Wheel Well Liners	$324.00
87H	Hood Deflector - Black Molded	$129.00
66L	Box Rail Lighting, LED Lighting System	$59.00
18D	Extended Running Boards	$739.00
65B	Trailer Camera (optional w/ 4.2 or 8 screen)	$374.00
67E	Extra-Extra Heavy Duty Alternator	$84.00
86M	Dual Batteries (78 amp) req. 6.2L or 7.3L Gas	$209.00
17S	STX	$1,824.00
16F	Carpet Flooring w/ STX	$59.00
913	SYNC 3	$449.00
67B	Dual Extra Heavy-Duty Alternator	$114.00
39S	SiriusXM® Satellite Radio	$184.00
62X	Aluminum Tool/Cargo Box by Weather Guard	$574.00
62Y	Premium Aluminum Tool/Cargo Box by Weather Guard	$789.00
21D	Tonneau Pickup Box Cover - Soft Folding	$524.00
21E	Tonneau Pickup Box Cover - Hard Folding	$994.00
21J	Tonneau Pickup Box Cover - Retractable	$1,694.00
PD4	Paint, Rapid Red Metallic Tinted Clearcoat	$394.00
PAZ	Paint, Star White Metallic Tri-Coat	$594.00
76R	Reverse Sensing System (XL Fleet Only)	$244.00
525	Cruise Control	$234.00
926	Customizable Speed Limit (65 mph)	$79.00
927	Customizable Speed Limit (75 mph)	$79.00
17F	XL Décor Package (ordered w/o option 96V)	$219.00
91S	LED Warning Strobes - Amber	$674.00
91G	LED Warning Strobes - White	$724.00
942	Daytime Running Lamps (Fleet Only)	$44.00
18A	Upfitter Interface Module	$294.00
PGR	Paint, Green (Fleet Only)	$659.00
PW6	Paint, Green Gem (Fleet Only)	$659.00
PMB	Paint, Orange (Fleet Only)	$659.00
PBY	Paint, School Bus Yellow (Fleet Only)	$659.00
PE4	Paint, Vermillion Red (Fleet Only)	$659.00
PAT	Paint, Yellow (Fleet Only)	$659.00

Order Code	Description	Price
56CA	Long Wheelbase w/ 56" Cab to Axle	$699.00
WGG	Wrap Around Grill Guard	$1,799.00
CNG	CNG Conversion - Requires 98F	$13,990.00
8UTILITY	8 ft. Utility Body SRW. Add $699 for flip top. Contact dealer for available options.	$7,950.00
LINER	Spray liner for utility body	$999.00
TOWPKGSD	Super Duty Trailer Tow package. Includes Hitch, bar, 2" ball, pin, clip. Add $199 for pintle/ball combo.	$1,399.00
FTC	Fiberglass Tonneau Cover (Painted to match)	$1,999.00
TOPPER	Fiberglass Cab Highh Topper with front, side and rear windows (painted to match)	$2,499.00
CSHLD	Cab Shield Protector	$799.00
4CST	Four Corner LED Strobes mounted inconspicuously outside of headlight & taillight lenses, wired to switch.	$799.00
TINT	Dealer installed window tint. Add $100 for strip on windshield.	$399.00
PIPER	Pipe Rack for pickup bed. Add $199 for utility body	$1,899.00
4CST	Four Corner LED Strobes. Mounted inconspicuously outside of headlight and tail light lenses. Wired to switch	$799.00

Options: Duval Ford LLC

Order Code	Description	Price
101	CREDIT: Pursuant to FSA BoilerPlate sections 2.12, 2.13 regarding factory free-flow options, this vehicle specification includes a line-item MSRP option-discount in the amount listed here for any OEM configurable option available for the corresponding base-vehicle awarded. Client may visit fordvehicles.com to configure desired vehicle and dealer will produce corresponding FSA contract quote displaying line item discounts, supported by OEM price tables. This discount will be reflected in the aggregate net total for each optional item requested. Manufacturer's order-guide and price lists uploaded to the vendorlink bid site, published at fleet.ford.com , or available from Duval Ford.	$1.00
99T	6.7L Powerstroke Diesel V-8	$10,494.00
99N	7.3L Engine Option on F250 Pick-up	$2,044.00
98F	CNG Propane Prep. Req. 6.2L Gas Engine	$314.00
CNG	Ford F250-F350 23.5 GGE 6.2L Bi-Fuel	$14,116.00
X3H	Axle, Electronic-Locking (Ratio 3.31)	$389.00
X3J	Axle, Electronic-Locking (Ratio 3.55)	$389.00
X3E	Axle, Electronic-Locking (Ratio 3.73)	$389.00
X4M	Axle, Electronic-Locking (Ratio 4.30)	$389.00
TBM	LT245/75Rx17E BSW AT (XL)	$164.00
TCD	LT265/70Rx17E OWL AT (XL/XLT)	$454.00
TDX	LT275/70Rx18E BSW AT	$264.00
TDU	LT275/70Rx18E OWL AT	$289.00
WB148	Supercab Short Box	$0.00
WB164	Supercab Long Base Option	$1,134.00
LS	Vinyl High Back Bucket	$354.00
512	Spare Tire and Wheel (with Box Delete)	$294.00
18B	Cab Steps (w/ Super/Crew Cab XL)	$444.00
18C	6 inch Cab Steps, Chrome Angular	$694.00
471	Camper Package	$159.00
16S	All-Weather Floor Mats (SC/CC)	$134.00
16S	All-Weather Floor Mats	$89.00
592	592 Clearance Lights, Roof	$94.00
41h	41H Heater, Engine Block	$99.00
54k	54K Manual Telescoping Trailer Tow Mirrors (XL w/ 90L)	$0.00
17c	17C Chrome Package	$1,124.00
17F	XL decor package: Chrome bumpers and hub covers	$219.00
85D	85D Universal Garage Door Opener	$124.00

Order Code	Description	Price
66S	66S Upfitter Switches (6)	$164.00
76R	Reverse Sensing XL	$244.00
525	525 Cruise Control XL only	$234.00
67H	67H Suspension Package, Heavy Service	$124.00
52B	52B TowCommand™ Integrated Trailer Brake Controller	$269.00
62R	62R Transmission Power Take-Off Provision req. with Diesel	$279.00
435	435 Window, Power Sliding Rear	$404.00
85G	85G Tailgate Step	$374.00
41A	41A Rapid-Heat Supplemental Cab Heater	$249.00
86A	86A Engine Idle Shutdown - 5 Minutes	$249.00
86B	86B Engine Idle Shutdown - 10 Minutes	$249.00
86C	86C Engine Idle Shutdown - 15 Minutes	$249.00
86D	86D Engine Idle Shutdown - 20 Minutes	$249.00
98R	98R Operator Commanded Regeneration (OCR) req. diesel	$249.00
85S	85S Tough Bed® Spray-in bedliner	$594.00
85L	85L Drop-in Bedliner	$349.00
61M	61M Wheel Well Liner	$179.00
535	High Capacity Trailer Towing Package, Req 99T, 52B 26800 GCWR, includes upgraded axle. na with 66d or gas engine.	$1,129.00
534	Heavy Duty Towing assembly, Includes Hitch, Trailer circuit, wiring and Towing Hardware. Specify 2 or 2 5/16" Ball.	$1,129.00
76S	Remote Start System	$249.00
85M	Bed Mat	$149.00
98F	CNG/Propane Gaseous Engine Prep Package (w/6.2L only)	$314.00
61S	Splash Guards/Mud Flaps (Front)	$129.00
15J	Gooseneck Hitch Kit	$249.00
15L	5th Wheel Hitch Kit (18K)	$1,094.00
53W	5th Wheel/Gooseneck Hitch Prep Package	$499.00
53Q	HiCap towing with Ultimate Trailer tow camera system and pro backup assist. Req. 99T, 90L, 17S, 913, 52B	$1,599.00
76c	Exterior Back-up Chime	$139.00
96V	XL Value Package: Chrome Hub Covers, Chrome front and rear bumper, cruise	$724.00
61L	Front Wheel Well Liners	$179.00
61N	Front and Rear Wheel well liners	$324.00
87H	Hood Deflector	$129.00
66D	CREDIT: Bed Delete, deletes spare tire and wheel, included with body options	$250.00
d90L	CREDIT: Power window, Lock, keyless delete	$400.00
873	CHMSL Camera	$199.00
527	Adaptive Cruise control	$739.00
43c	100v 400 watt Cab Outlet	$174.00
60B	Blis with Cross Traffic Alert	$539.00
60C	Audible lane departure warning	$114.00
66B	Box Cleats, locking	$74.00
66L	LED Box Lighting, na with 66D	$59.00
43B	Defrost with Fixed Rear window and privacy glass	$59.00
67E	Extra HD Alternator	$84.00
86M	Dual Batteries rerq. 6.2 or 7.3L Gas, std with diesel	$209.00
52R	Bed Ramps	$694.00
17S	STX Package: Upgraded Wheels, Cruise, Upgraded bumpers and grille	$1,824.00

Order Code	Description	Price
16F	Carpet: Req STX	$59.00
62X	Aluminum CrossBody Tool Box	$574.00
47B	SnowPlow, Camper Package	$244.00
913	XL Sync 3 Voice communications and entertainment: 8" LCD Screen, Req 54K on XL. includes 43c	$449.00
96F	Fleet Driver assistance package: na with 66d, Includes Blind spot monitoring, Lane keeping alert, Precollision assistance with Automatic Emergency Braking and forward collision warning.	$994.00
94P	Precollision assist	$114.00
595	Fog Lamps: REQ 17F on XL	$129.00
21D	SOFT FOLDING TONNEAU COVER	$524.00
21E	HARD FOLDING TONNEAU COVER	$994.00
21J	RETRACTABLE TONNEAU COVER	$1,694.00
47E	GRAPHICS UP TO 20 SQ FT	$424.00
62M	ADJUSTALBE GAS AND BRAKE PEDAL	$119.00
18B	CAB STEPS REG CAB (SC / CC is $444)	$319.00
51x	Credit: Spare Tire Delete. Included with 66D	$30.00
926 927	SPEED LIMITER: 65,75 MPH	$79.00
91S	AMBER LED WARNING LIGHTS	$674.00
91G	WHITE LED WARNING LIGHTS	$724.00
63R	HD SUSPENSION PACKAGE, WITH 66D	$124.00
18A	UPFITTER INTERFACE MODULE	$294.00
BY	SCHOOLBUS YELLOW	$659.00
E4	VERMILION RED	$659.00
D4	RAPID RED PAINT	$394.00
TB GW	CAMLOCKING LOW PROFILE HD KING SIZE ALUMINUM CROSS BODY TOOLBOX WITH GULL WING LIDS	$585.00
TB LP	LOW PROFILE HD KING SIZE ALUMINUM CROSS BODY TOOLBOX	$550.00
TB SIDE 48	HD ALUM SIDE MOUNTED TOOLBOX 48" LONG, PRICE PER SIDE	$395.00
TB SIDE 72	HD ALUM SIDE MOUNTED TOOLBOX 72" LONG, PRICE PER SIDE	$564.00
TB TFUEL	Tool and fuel: UTS TT101 100 Gal capacity with meter, electric pump and 30' hose . Diesel Fuel only.	$2,480.00
SPRAY SB	SPRAY LINER FOR SERVICE BODY. INCLUDES INTERIOR, SIDE WALLS AND BOX TOPS. HD THICKNESS, INCLUDES TAILGATE.	$935.00
SPRAY DD	Spray LINE TWO SERVICE BODY DROP DOOR SURFACES	$175.00
SPRAY BPR	SPRAY SERVICE BODY REAR BUMPER FOR UP TO 12" SHELF BUMPERS	$165.00
SPRAY ESV	SPRAY LINER FOR ENCLOSED SERVICE BODY. INCLUDES FLOOR AND 16" UP SIDE WALLS.	$1,525.00
SLIDE 1000	1000 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	$1,295.00
SLIDE 1200	1200 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	$1,695.00
SLIDE 1500	1500 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	$2,195.00
SLIDE 2000	2000 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	$2,659.00
COVER FOLD	TRI FOLD BED COVER	$849.00
COVVER SFT	SOFT FOLDING BED COVER	$495.00
HIGHWAY PROD	HIGHWAY PRODUCTS PICKUP PACKS: CONTRACT PRICING GRID AVAILABLE HIGHWAYPRODUCTS.COM . FINAL CONFIGURATION WILL BE ADDED TO CONTRACT VEHICLE QUOTE. SHIPPING ADDITIONAL, COST IS FOR LABOR ONLY	$1,296.00
8KB FTL	FLIP TOP LIDS FOR 8FT KNAPHEIDE SERVICE BODY 696FJ	$975.00
ML	MASTERLOCKING RODS FOR SERVICE BODY	$615.00
CLITE	COMPARTMENT LIGHTING FOR SERVICE BODY	$550.00
8C2 FTL	FLIP TOP LIDS FOR READING CLASSIC 8FT SERVICE BODY U98ASW-SML	$1,205.00
8SL FTL	FLIP TOP LIDS FOR READING SL SERVICE BODY	$1,195.00
ML	KNAPHEIDE MASTERLOCK	$595.00
ML 11	KNAPHEIDE MASTERLOCKS 11FT	$765.00

Order Code	Description	Price
CLITE	KNAPHEIDE COMPARTMENT LIGHTS	$595.00
CLITE 11	KNAPHEIDE COMPARTMENT LIGHTS 11FT	$680.00
LEDT	KNAPHEIDE LED TAILLIGHTS	$510.00
EL	KNAPHEIDE ELECTRIC LOCKS	$950.00
EL 11	KNAPHEIDE ELECTRIC LOCKS 11 FT BODIES	$1,125.00
THDL	KNAPHEIDE SINGLE POINT T HANDLES	$425.00
THDL 11	KNAPHEIDE SINGLE POINT T HANDLES 11 FT BODIES	$600.00
3PT	KNAPHEIDE 3 POINT T HANDLES	$600.00
3PT 11	KNAPHEIDE 3 POINT T HANDLES 11 FT BODIES	$765.00
DRING	D RINGS IN CARGO AREA	$449.00
PAINT	PAINT COMPARTMENT INTERIOR	$1,109.00
6D TBOX	6 DRAWER MECHANICS TOOLBOX	$2,095.00
CHOLD	CONE HOLDER	$196.00
HD CHOLD	HEAVY DUTY FOLD DOWN CONE HOLDER	$382.00
TPLATE TOP	TREADPLATE OVERLAY COMPARTMENT TOPS	$975.00
TPLATE C	TREADPLATE OVERLAY CARGO AREA	$975.00
GRAB HNDL	GRABHANDLES (2)	$226.00
STEP	CABLE STEP	$349.00
COOLER MNT	IGLOO COOLER MOUNT	$225.00
COOLER	IGLOO COOLER	$110.00
VISE	6" WILTON VISE	$425.00
VBKT	VISE BRACKET	$199.00
GARD	MUD & STONE GUARD	$225.00
ETRACK	E TRACK IN CARGO AREA	$345.00
TOOL	3 TOOL SHOVEL RACK	$325.00
BUMPER 16	KNAPHEIDE TAILSHELF BUMPER 16"	$1,200.00
BUMPER 21	KNAPHEIDE 21" WORKBENCH STORAGE BUMPER	$1,800.00
HICOMP	KNAPHEIDE RAISED BOTTLE GAS COMPARTMENT	$1,496.00
SPO BASE	KNAPHEIDE BASE COAT/CLEAR COAT COLORS	$1,530.00
SPO OEM	KNAPHEIDE FACTORY PAINT	$1,105.00
SKID	LUBE SKID; 2 NEW OILS & 1 WASTE	$12,996.00
VANAIR CG	VANAIR PRO COMPRESSOR/GENERATOR, 20 CFM, 5000 WATT	$5,800.00
COMP 20	20 CFM GAS AIR COMPRESSOR AND REEL	$4,650.00
VMAC G	VMAC VR70 GAS	$11,500.00
VMAC D	VMAC VR70 DIESEL APPLICATION	$14,900.00
WELDER	MILLER BOBCAT 250 WELDER	$7,136.00
SAFET	Safety Kit Incl; First Aid Kit, Triangle Kit & Fire Extinguisher	$276.00
TGA	1300# TOMMY GATE G2 60 1342 TP27 STEEL PLATFORM	$3,355.00
TGB	1300# TOMMY GATE G2 60 X 38 2 PIECE STEEL	$3,480.00
TGC	1300# TOMMY GATE G2 60 X 27 ALUMINUM	$4,030.00
TGD	1300# TOMMY GATE G2 60 X 38 ALUMINUM 2 PIECE	$4,155.00
TGE	1300# TOMMY GATE G2 60 X 48 2 PIECE ALUMINUM	$4,430.00
TGF	1500# TOMMY GATE G2 60 1642 TP27 STEEL PLATFORM	$3,455.00
TGH	1500# TOMMY GATE G2 60 X 38 2 PIECE STEEL	$4,155.00
THI	1500# TOMMY GATE G2 60 X 27 ALUMINUM	$4,205.00
THJ	1500# TOMMY GATE G2 60 X 38 ALUMINUM 2 PIECE	$4,405.00

Order Code	Description	Price
TGK	1500# TOMMY GATE G2 60 X 48 ALUMINUM 2 PIECE	$4,605.00
TH1	THIEMAN 1500# TT15ET 56 X 26 STEEL 1 PIECE	$3,625.00
TH2	THIEMAN 1500# TT15ET 56 X 42 STEEL 2 PIECE	$3,955.00
TH3	THIEMAN 1500# TT15ET 56 X 26 ALUMINUM 1 PIECE	$3,855.00
TH4	THIEMAN 1500# TT15ET 56 X 32 ALUMINUM 2 PIECE	$4,275.00
TH5	THIEMAN 1500# TT15ET 56 X 44 ALUMINUM 2 PIECE	$4,555.00
DOGBOX	A fiberglass one piece molded animal transportation unit with (8) eight compartments. Featuring our fresh air ventilation system vented to each compartment, a pass through swing door in the front compartment, solid partitions creating 8 individual compartments, sloped floor drainage system, Ultimate Safety doors with large louvers and small catch pole door within the door, and bright white L.E.D. lighting in individual compartments. Available with air conditioning and heating, back saver hoist, catch pole holder, rear blind spot mirror, custom strobe and light bar lighting, work lights and pet step folding ramp. Animal Compartment Sizes: Measured from center of partitions. (Requires 31* Ship-Thru) Street Side: Front 30" Wide x 36" High x 39" Deep (w/ pass through door open 30" Wide x 78" Deep) Center 24" Wide x 36" High x 39" Deep,Center 24" Wide x 36" High x 39" Deep, Rear 32" Wide x 36" High x 39" Deep, Curb Side: Front 30" Wide x 36" High x 39" Deep (w/ pass through door open 30" Wide x 78" Deep), Center 24" Wide x 36" High x 39" Deep, Center 24" Wide x 36" High x 39" Deep, Rear 32" Wide x 36" High x 39" Deep	$16,700.00
8ESB SRW 45	8FT ENCLOSED SERVICE BODY IH 45" KC96U1478. INCLUDES MASTERLOCK, INTERIOR DOME LIGHT, 2 REAR SHELF DOORS, LED TAIL LIGHTS, STEP BUMPER. (Requires 31* Ship-Thru) CODE	$10,890.00
8ESB SRW 51	8FT ENCLOSED SERVICE BODY IH 51" KC96L1479 INCLUDES MASTERLOCK, INTERIOR DOME LIGHT, 2 REAR SHELF DOORS, LED TAIL LIGHTS, STEP BUMPER. (Requires 31* Ship-Thru) CODE	$11,095.00
8ESB SRW 61	8FT ENCLOSED SERVICE BODY IH 61" KC96M1480 INCLUDES MASTERLOCK, INTERIOR DOME LIGHT, 2 REAR SHELF DOORS, LED TAIL LIGHTS, STEP BUMPER. (Requires 31* Ship-Thru) CODE	$11,281.00
8KB	8FT KNAPHEIDE 696J SINGLE REAR WHEEL SERVICE BODY. (Requires 31* Ship-Thru)	$6,816.00
8SB	8FT STAHL STL8SBS SINGLE REAR WHEEL SERVICE BODY, (Requires 31* Ship-Thru) STL8SBS	$6,838.00
8CM	8FT CM SINGLE REAR WHEEL SERVICE BODY. (Requires 31* Ship-Thru) CM8SW	$8,343.00
8C2	8FT READING C2 SERVICE BODY, (Requires 31* Ship-Thru) U98ASW	$7,486.00
8SL	8FT READING SL SERVICE BODY, (Requires 31* Ship-Thru)	$6,636.00
RCB SRW	READING CM3 CRANE BODY. SUPPORT 1-3K CRANES. DESIGNED FOR 10K GVWR. (Requires 31* Ship-Thru) SHIP THRU	$9,905.00
CRANE 3K	Liftmoore 3600 LB Electric Crane Model 3600REL (replaces 3200REL) with Curb Side Only Manual Outriggers and wired Pendant Control ** additional outrigger options available **	$12,420.00
HICAP DC	HIGH CAPACITY AC/ HEAT WITH TWIN FAN CONDENSOR AND AUXILLARY DEDICATED COMPRESSOR. FOR DOGBOX OPTION. AC VENTS INCLUDED, 28K BTU AND TEMP MONITOR IN CAB	$4,799.00
HICAP AC	AC UNIT UP TO 28 BTU AND TEMP MONITOR, RUNS OFF FACTORY COMPRESSOR. REQ. DOGBOX OPTION	$3,650.00
DOGBOX RAMP	PULL OUT RAMPS FOR USE WITH DOGBOX OPTION	$650.00
HD SD	8 HD STAINLESS INTERIOR SAFETY DOORS, POWDER COATED BLACK , REQ DOGBOX OPTION	$1,800.00
RCAM	REARVIEW 5.6" DISPLAY CAMERA SYSTEM	$695.00
STORAGE	TWO SLIDE OUT TRAYS IN REAR COMPARTMENT FOR STORAGE. REQ. DOGBOX	$610.00
HSPOT	HALOGEN PILLAR MOUNTED SPOT LIGHT	$595.00
LEDSPOT	LED SPOT LIGHT PILLAR MOUNTED	$695.00
GOLITE	LED Permanent Mount Go-Light brand spot light	$695.00
TH500	500 Watt Inverter	$396.00
TH750	750 Watt Inverter	$596.00
TH1000	1000 Watt Inverter	$642.00
TH2000	2000 Watt Inverter	$796.00
TH3000	3000 Watt Inverter	$966.00
TH001	Remote Control for TH1000-TH3000	$65.00
DSI-12/1200N	Dimensions 1200 watt Pure Sine Wave	$1,495.00
DSI-12/1500N	Dimensions 1500 watt Pure Sine Wave	$1,596.00
DSI-12/2400N	Dimensions 2400 watt Pure Sine Wave	$2,246.00
DSI-12/3000N	Dimensions 3000 watt Pure Sine Wave	$2,396.00
DSI-REMOTE	Remote control for Dimensions	$145.00
STLIGHT	Streamlight Rechargeable Stinger Flashlight	$189.00
CAMLOC	RELOCATE CAMERA, INSTALL BRACKET WHERE INDICATED	$255.00
BACKZONE	REVERSE PARKING AIDE SENSORS	$445.00

Order Code	Description	Price
TOPPER RNC	CAB HIEGHT FIBERGLASS TOPPER WITH SLIDING SIDE WINDOWS.	$2,015.00
ROOFRACK	YAKIMA ROOF RACK WITH ADJUSTABLE ROUND BARS	$400.00
TB SHELF	ADDS FIBERGLASS TOOLBOX WITH SHELF ON SINGLE SIDE. REQ TOPPER RNC	$486.00
WINDOORS	GLASS SIDE WINDOORS FLIP OUT FOR EASY ACCESS, REQ TOPPER RNC	$374.00
WINDOOR SLD	SOLID PAINTED WINDOORS FOR ADDED SECURITY. REQ. TOPPER RNC	$450.00
COVER RNC	RANCH LEGACY SERIES FIBERGLASS PAINTED BED LID, DUAL SHOCK, BLACK POWDER COATED HARDWARE. SINGLE LOCK WITH TWO KEYS	$1,695.00
COVER UC	6 3/4 FOOT ABS COMPOSITE PAINTED TO MATCH BED LID. UNDERCOVER LUX SINGLE POINT LOCKING SYSTEM, LOW PROFILE LOOK.	$1,899.00
COVER RTX6	RETRAX RETRACTABLE BED COVER FOR 6 3/4 BED	$1,550.00
COVER RL8	ROLL N LOCK RETRACTABLE BED COVER FOR 8 FT BED LG152M	$1,899.00
COVERLITE	TWO WHITE LED STEADY BURN LIGHTS INSIDE PICKUP BED FOR CLOSED COVER VISIBILITY	$446.00
ARE-LSII	A.R.E. LSII Series Tonneau Cover (5.5' to 8' Bed)	$1,955.00
ARE-3DLS	A.R.E. 3DL Series Tonneau Cover (6.5' Bed)	$2,390.00
ARE-V	A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.	$2,025.00
ARE-DCU	A.R.E. DCU 23" Tall . Includes hatch rear door with T-lock, rear tinted window, full length tool box on each side, and front picture window.	$2,810.00
SK-COMPAK8	SpaceKap - 8' Compak (Transferable Service Body). Includes side doors. Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $1,395. Add Plumber Pkg for $1,995.	$9,995.00
SK-WILD8	SpaceKap - 8' Wild (Transferable Service Body). Includes side doors. Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $2125. Add Plumber Pkg for $2,680.	$10,475.00
SK-DIABLO8	SpaceKap - 8' Diablo (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $2,460. Add Plumber Pkg for $3,300.	$10,790.00
TINT	DEEP WINDOW TINT FILM WITH FRONT WINDSHIELD STRIP.	$265.00
TINT 4D	TINT ALL WINDOWS.	$385.00
NITRO	NITROGEN FILLED TIRES IN LIEU OF STD FACTORY FILL. FUEL ECONOMY SAVER DUE TO TIRE PRESSURE CONSISTENCY, ON GROUND	$245.00
WT LC 2P	WEATHER TECH LASER CUT TWO PIECE MAT SET	$215.00
WT LC 4P	WEATHER TECH MATS , LASER CUT	$289.00
RMAT	HD RUBBER FLOOR MATS	$195.00
STEPBARS	TUBULAR STEP BARS	$395.00
VV	VENT SHADES, MUST SPECIFY STICK ON OR FLANGE TYPE IN CHANNEL	$175.00
WGG BASE	WRAP AROUND GRILL GAURD. WESTIN HDX	$1,095.00
WGG STERLING	Sterling Base heavy duty winch mount / grill guard. Upgrade to Standard model for $125, to Deluxe model for $235, or Gator model for $340. Add $125 for a heavy duty Warn winch	$1,295.00
WGG WP	WESTIN WRAP AROUND GRILL GUARD WITH WINCH PLATE	$1,395.00
WGG LC	LIGHT CHANNEL FOR GRILL GUARD, LIGHTS SOLD SEPERATELY	$79.00
WINCH 8KW	8000# WARN WINCH WITH REMOTE, REQ WGG.WP TO INCLUDE WINCH PLATE	$1,336.00
WINCH 10KW	10000# WARN WINCH WITH REMOTE, REQ. WGG.WP TO INCLUDE WINCH MOUNTING PLATE	$1,556.00
WINCH 12KW	12000# WARN WINCH WITH REMOTE, REQ. WGG.WP TO INCLUDE WINCH MOUNTING PLATE	$1,676.00
3K PATS	EXTRA PROGRAMMED KEY WITH PATS TECHNOLOGY, FLEET KEY	$225.00
3K RKE	EXTRA PROGRAMMED INTEGRATED KEY TRANSMITTER FOB	$350.00
PINTLE BC	PINTLE BALL COMBO 2 5/16" WITH ADJUSTABLE SHANK	$315.00
PINTLE FX	PINTLE BALL COMMBO 2 5/16" FIXED SHANK	$285.00
2 TONE	TWO TONE PAINT SCHEME, DOORS AND ROOF	$1,896.00
LEVL	LEVELING KIT. RAISES FACTORY FRONT END 2"	$765.00
CABSHIELD	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW.	$625.00
CABSHIELD A	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW. INCLUDES SINGLE CENTER BEACON PLATE	$650.00
CABSHIELD B	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW. INCLUDES DUAL MOUNTING FEET FOR LIGHTBAR MOUNTING.	$675.00
BACKRACK	LIGHT DUTY LOUVERED HEADACHE RACK	$476.00
TRACRAC	TRAC ONE UNIVERSAL TRUCK RACK FOR OVERHEAD CARGO. F150 ONLY, FSD TBD	$776.00

Order Code	Description	Price
SLR	SINGLE SIDE LADDER RACK FOR PICK UP VERSION	$995.00
SLR SB	SINGLE SIDE LADDER RACK FOR SERVICE BODY APPLICATION	$795.00
PIPE RACK	METAL UTILITY RACK WITH MESH BASKET OVER CAB	$2,015.00
MATRACK	MATERIAL RACK OVER CAB. DOES NOT HAVE MESH BASKET	$1,885.00
FENDERFLARE	FENDER FLARES FOUR PIECE. NA WITH CHASSIS.	$594.00
31A	SHIP THROUGH ALTEC 88LAP1	$625.00
31P	SHIP THROUGH AUTOPORT	$625.00
31B	SHIP THROUGH READING	$625.00
31V	SHIP THROUGH KNAPHEIDE	$625.00
31T	SHIP THROUGH TAMPA CRANE	$625.00
31C	SHIP THROUGH CUSTOM FIBERGLASS 53Y600	$625.00
31Q	SHIP THROUGH CUES	$625.00
uCoat	Undercoating	$650.00
USB Iphone	HD Charge Wire for Iphone	$35.00
USB Android	HD Charge Wire for Android	$35.00
OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emmissions codes for specific region.	$446.00
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$48.00
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	$7.00
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$90.00
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)	$125.00
BASE 5/75	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$1,855.00
EXTRA 5/75	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,150.00
PREMIUM 5/75	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,960.00
BASE 5/100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,515.00
EXTRA 5/100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$3,035.00
PREMIUM 5/100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$3,645.00
DIESELPLAN	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$1,965.00
DIESELPLAN	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,280.00
DIESELPLAN	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$3,145.00
DIESELPLAN	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,685.00
DIESELPLAN	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$3,230.00
DIESELPLAN	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$3,755.00

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Quote No: 4473201

Termination Value Schedule A

Refer to paragraph 3b of the Terms and Conditions of the lease for the use of this schedule which describes certain other charges that may be added to the Termination Value. For months beyond the original term the Termination Value will decrease by the amount of the "Monthly Fixed Charge".

Customer Name Village of Palmetto Bay

UNIT NO.

Contract Date:

Capitalized Price: $24,383.00

Monthly Rent $492.66

Term 60

Fixed Charge: $406.37

Lease Charge: $86.29

Month	Date	Termination Value	RBV
1		$24,060.33	$23,976.63
2		$23,734.21	$23,570.26
3		$23,405.50	$23,163.89
4		$23,074.20	$22,757.52
5		$22,740.32	$22,351.15
6		$22,402.98	$21,944.78
7		$22,063.05	$21,538.41
8		$21,720.54	$21,132.04
9		$21,374.57	$20,725.67
10		$21,026.88	$20,319.30
11		$20,675.73	$19,912.93
12		$20,321.14	$19,506.56
13		$19,964.82	$19,100.19
14		$19,605.04	$18,693.82
15		$19,242.68	$18,287.45
16		$18,876.87	$17,881.08
17		$18,508.46	$17,474.71
18		$18,137.47	$17,068.34
19		$17,763.89	$16,661.97
20		$17,386.86	$16,255.60
21		$17,008.10	$15,849.23
22		$16,625.03	$15,442.86
23		$16,240.24	$15,036.49
24		$15,851.99	$14,630.12
25		$15,461.15	$14,223.75
26		$15,067.72	$13,817.38
27		$14,671.71	$13,411.01
28		$14,272.24	$13,004.64
29		$13,870.18	$12,598.27
30		$13,464.68	$12,191.90
31		$13,057.44	$11,785.53

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Quote No: 4473201

Termination Value Schedule A

Refer to paragraph 3b of the Terms and Conditions of the lease for the use of this schedule which describes certain other charges that may be added to the Termination Value. For months beyond the original term the Termination Value will decrease by the amount of the "Monthly Fixed Charge".

Customer Name Village of Palmetto Bay

UNIT NO.
Contract Date:
Capitalized Price: $24,383.00

Monthly Rent $492.66
Term 60

Fixed Charge: $406.37
Lease Charge: $86.29

Month	Date	Termination Value	RBV
32		$12,646.76	$11,379.16
33		$12,233.49	$10,972.79
34		$11,816.76	$10,566.42
35		$11,397.45	$10,160.05
36		$10,975.55	$9,753.68
37		$10,551.06	$9,347.31
38		$10,123.11	$8,940.94
39		$9,693.44	$8,534.57
40		$9,259.46	$8,128.20
41		$8,823.75	$7,721.83
42		$8,384.59	$7,315.46
43		$7,942.84	$6,909.09
44		$7,498.51	$6,502.72
45		$7,051.58	$6,096.35
46		$6,601.20	$5,689.98
47		$6,148.24	$5,283.61
48		$5,691.82	$4,877.24
49		$5,233.67	$4,470.87
50		$4,772.08	$4,064.50
51		$4,307.03	$3,658.13
52		$3,840.26	$3,251.76
53		$3,370.03	$2,845.39
54		$2,897.22	$2,439.02
55		$2,421.82	$2,032.65
56		$1,942.96	$1,626.28
57		$1,461.52	$1,219.91
58		$977.49	$813.54
59		$490.87	$407.17
60		$0.80	$0.80

Bid Award

Term: October 1, 2019 - September 30, 2020

4 VEHICLES

Contract: FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles

Group: Pickup Trucks - 4X2

Item: 122, Ford, F-150 XL Super Cab, X1C

Description: Manufacturer standard equipment and specifications, and if not included also power windows, power door locks, and keyless entry.

Zone	Rank	Vendor	Price
Western	Primary	BOZARD FORD	$22,387.00
	Alternate	Duval Ford LLC	$22,462.00
Northern	Primary	Duval Ford LLC	$22,363.00
	Alternate	BOZARD FORD	$22,387.00
Central	Primary	BOZARD FORD	$22,387.00
	Alternate	Duval Ford LLC	$22,432.00
Southern	Primary	BOZARD FORD	$22,387.00
	Alternate	Duval Ford LLC	$22,452.00

Options appear in alphabetical order by awarded vendor.

Options: BOZARD FORD

Order Code	Description	Price
153	Front License Plate Bracket (where available)	$0.00
TEMP	Temporary Tag	$16.00
942	Daytime Running Lamps	$44.00
55B	BoxLink	$79.00
41H	Engine Block Heater	$89.00
924	Rear Privacy Glass -- XL	$99.00
TRANSFER	Transifer existing registration (must provide tag number)	$100.00
85H	Back Up Alarm System	$124.00
595	Fog Lamps -- XL	$139.00
168	Carpeting & Floor Mats	$144.00
47R	All-Weather Rubber Floor mats	$159.00
17C	Front/Rear Chrome Bumper	$174.00
NST	New State Tag (must specify state, county, city, sheriff etc)	$185.00
57Q	Rear Window Defroster -- XL/XLT	$219.00
60M	SYNC Connect 60M	$224.00
50S	Cruise Control	$224.00
18B	Running Boards, Black Platform	$249.00
76R	Reverse Sensing System	$274.00
62R	Manual Regen Initiation w/ Active Regen Inhibitor	$279.00
98G	CNG/Propane Gaseous Engine Prep Pack	$314.00
96P	Bedliner -- Plastic, Drop-In	$349.00
52P	SYNC -- Fleet Only	$419.00
655	Extended Range Fuel Tank	$444.00
96T	Tonneau Pickup Box Cover - Soft Folding	$524.00
90B	Aluminum Crossbed Toolbox by Weather Guard	$574.00
96W	Bedliner -- Spray-In	$594.00
18C	Running Boards, Chrome Tubular	$634.00
94S	LED Warning Strobes by Sound off Signal -- Amber	$674.00
94R	LED Warning Strobes by Sound Off Signal -- Red/Blue	$724.00
94W	LED Warning Strobes by Sound Off Signal -- Amber/White	$724.00

Order Code	Description	Price
188	Running Boards, Chrome Angular	$779.00
OSF	Out of Stock Fee. To cover stocking and floor plan expenses for vehicles purchased out of existing dealer inventory.	$799.00
18P	Running Boards, Power Deployable	$994.00
96X	Tonneau Pickup Box Cover - Hardt Folding	$994.00
LWB	163" Wheelbase 8 ft Box	$1,699.00
101A	Manufacturers Upgrade Package 101A XL	$1,729.00
BASE	Ford Base Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$2,230.00
DBASE	Ford Base Care 5 year/100,000 mile extended warranty, $0 deductible. Coverage for Diesel Engine Options.\ Contact dealer for other available coverage options.	$2,430.00
EXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$2,610.00
DEXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, $0 deductible. Coverage for Diesel Engine Options. Contact dealer for other available coverage options.	$2,845.00
PREM	Ford Premium Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$3,445.00
DPREM	Ford Premium Care 5 year/100,000 mile extended warranty, $0 deductible. Coverage for Diesel Engine Options. Contact dealer for other available coverage options.	$3,570.00
99P	2.7L EcoBoost V6 engine	$994.00
995	5.0L V8 Engine	$1,994.00
994	3.5L EcoBoost V6 Engine	$2,594.00
991	3.0L Diesel DOHC Power Stroke	$4,994.00
TOWPKG	Trailer Towing Package (Includes 53A) Class IV trailer hitch receiver 4-pin, 7-pin harness, upgraded front stabilizer bar, receiver bar, 2" ball, pin, clip. (For Pintle/Ball Combo Add $199)	$1,399.00
LINER	Dealer installed spray liner (TOFF Liner or Equivalent)	$494.00
67T	Trailer Brake Controller	$274.00
CNG	CNG Conversion (discuss with dealer)	$13,996.00
LH-6	lh Pillar Mounted 6" Spotlights with clear halogen bulb - dealer installed	$696.00
VV	Stick-on-style vent visors	$175.00
BS	Bus shield	$299.00
WGG	Wrap around grill guard	$1,999.00
ATB	Aluminum Tool Box - Call to discuss with dealer	$799.00
FGTC	Fiberglass tonneau cover (painted to match)	$1,996.00
FCHT	Fiberglass cab high topper with front side and rear windows (painted to match)	$2,499.00
RETRAX	Retractable Bed cover	$2,499.00
PIPER	Pipe rack for pick up bed	$1,899.00
SLR	Single Ladder Rack for pick up bed	$1,296.00
4CST	Four Corner LED Strobes. Mounted inconspicuously outside of headlight and tail light lenses. Wired to switch	$799.00
BACKRACK	Backrack Rear Cab Protector. Optional lighting brackets available. Contact dealer.	$799.00
TINT	Dealer installed window tint. Add $100 for strip on windshield.	$399.00
LAPTOP	Premium Passenger Side Mount Laptop Stand. Add $299 for Universal Laptop Tray	$699.00
3K	Additional key with remote	$399.00
3KPS	Additional key with remote for push button start	$499.00
4CST	Four Corner LED Strobes. Mounted inconspicuously outside of headlight and tail light lenses. Wired to switch	$799.00

Options: Duval Ford LLC

Order Code	Description	Price
101	CREDIT: Pursuant to FSA BoilerPlate sections 2.12, 2.13 regarding factory free-flow options, this vehicle specification includes a line-item MSRP option-discount in the amount listed here for any OEM configurable option available for the corresponding base-vehicle awarded. Client may visit fordvehicles.com to configure desired vehicle and dealer will produce corresponding FSA contract quote displaying line item discounts, supported by OEM price tables. This discount will be reflected in the aggregate net total for each optional item requested. Manufacturer's order-guide and price lists uploaded to the vendorlink bid site, published at fleet.ford.com , or available from Duval Ford.	$1.00
995	Engine: 5.0L V8 -inc: auto start-stop technology and flex-fuel capability, 3.15 Axle Ratio, GVWR: 6,200 lbs Payload Package STD on 4x4 with LWB	$1,994.00
995	5.0L ilo 2.7L EcoBoost	$999.00

Order Code	Description	Price
99B	Engine: 3.3L V6 PDFI -inc: auto start-stop technology and flex-fuel capability (STD)	$0.00
994	3.5L EcoBoost Engine ilo 3.3 v6	$2,594.00
994	3.5L Ecoboost Engine ilo 2.7L EcoBoost	$1,599.00
994	3.5L EcoBoost Engine ilo 5.0L v8	$599.00
991	3.0L 4 Valve DOHC Power Stroke® V6 Turbo Diesel B20 with Auto Start-Stop Technology (NA 163.7" WB; reqs. Manual-folding, Power Glass Sideview Mirrors (54R) or Manual-folding, Manually Telescoping, Power Glass Trailer Tow Mirrors (54Y), privacy glass with Rear-Window Defroster (924/57Q) and XL Power Equipment Group (85A)) for Super and Crew	$4,994.00
991	3.0 Diesel ilo 2.7L Ecoboost (Super and Crew)	$3,999.00
991	3.0L Diesel ilo 5.0L	$2,999.00
99P	Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology, GVWR: 6,070 lb Payload Package	$994.00
446	Transmission: Electronic 6-Speed Automatic -inc: selectable drive modes: normal/tow-haul/sport (STD)	$0.00
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport	$0.00
101A	Equipment Group 101A Mid -inc: XL Power Equipment Group, Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm, 4.2" Productivity Screen in Instrument Cluster, compass, FordPass Connect 4G Wi-Fi Modem, 4G LTE Wi-Fi hotspot connects up to 10 devices, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status, Note: Ford Telematics and Data Services Prep included for Fleet Only: FordPass Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673, a complimentary trial subscription of 3 months or 3 gigabytes whichever comes first, wireless service plan required after trial subscription ends, Visit att.com/ford to start complimentary trial and sign up for a wireless service plan, SYNC, enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port, Cruise Control	$2,400.00
X15	3.15 Axle Ratio	$0.00
X19	3.55 Axle Ratio (STD)	$0.00
X26	3.73 Axle Ratio. Incl with 53a	$79.00
X27	3.31 Axle Ratio	$0.00
XL3	Electronic Locking w/3.31 Axle Ratio	$419.00
XL5	Electronic Locking w/3.15 Axle Ratio	$419.00
XL6	Electronic Locking w/3.73 Axle Ratio	$569.00
XL9	Electronic Locking w/3.55 Axle Ratio Incl with 53c without 622	$469.00
64F	Wheels: 17" Silver Painted Aluminum	$0.00
T22	Tires: P275/55R20 BSW A/S -inc: 245/70R17 all-season spare tire	$0.00
T7C	Tires: LT245/70R17E BSW A/T	$294.00
AT	Yellow	$659.00
B1	School Bus Yellow	$659.00
D1	Stone Gray Metallic	$0.00
E2	Magma Red Metallic. Requires 101A, 50S, 85A, 595, 861, 52P 60M, 64F	$0.00
E4	Vermillion Red	$659.00
E7	Velocity Blue Metallic	$0.00
GR	Green	$659.00
J7	Magnetic Metallic	$0.00
JS	Iconic Silver Metallic	$0.00
JX	Lead Foot: Requires 101A, 50S, 85A, 595, 861, 52P 60M, 64F	$0.00
MB	Orange	$659.00
ME	Abyss Gray Metallic: Requires 101A, 50S, 85A, 595, 861, 52P 60M, 64F	$0.00
N1	Blue Jeans Metallic	$0.00
PQ	Race Red	$0.00
UM	Agate Black Metallic	$0.00
YZ	Oxford White	$0.00
AG	Medium Earth Gray, Vinyl 40/20/40 Front Seat	$0.00
CG	Dark Earth Gray, Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest	$0.00

Order Code	Description	Price
WG	Dark Earth Gray, Cloth 40/Console/40 Front-Seats -inc: flow-through console, steering column-mounted shift and 2nd outlet in console when ordered w/110V/400W outlet (91V)	$294.00
534	Trailer Towing Package HDWR:: Upgrades Factory Configuration. Includes 53B Class IV Trailer Hitch Receiver, 53A Towing Group, smart trailer tow connector and 4-pin/7-pin wiring harness, Trailer Hardware package (Bar,2" Ball , pin and clip.) Optional Six way custom trailer plug if desired: specify location bed or bumper. May substitute 2 5-16".	$1,134.00
DOTowp	Pintle Ball Combination with 2 inch ball	$365.00
53A	Trailer Tow Package -inc: Towing capability up to TBD, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar	$594.00
53A	Trailer Tow Package -inc: Towing capability up to TBD, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar	$994.00
53A	Trailer Tow Package w/101A -inc: Towing capability up to TBD, tailgate LED, Pro Trailer Backup Assist, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar	$994.00
53C	Max Trailer Tow Package -inc: max towing capability and upgraded rear bumper, Auxiliary Transmission Oil Cooler, Integrated Trailer Brake Controller, Electronic Locking w/3.55 Axle Ratio, Class IV Trailer Hitch Receiver, REQ 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) smart trailer tow connector and 4-pin/7-pin wiring harness, Extended Range 36 Gallon Fuel Tank (Fleet), Engine Oil Cooler, Upgraded Front Stabilizer Bar. $794 WITH 627.	$894.00
53C	Max Trailer Tow Package WITH 101A inc: max towing capability and upgraded rear bumper, Auxiliary Transmission Oil Cooler, Integrated Trailer Brake Controller, Electronic Locking w/3.55 Axle Ratio, Class IV Trailer Hitch Receiver, REQ 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) smart trailer tow connector and 4-pin/7-pin wiring harness, Extended Range 36 Gallon Fuel Tank (Fleet), Engine Oil Cooler, Upgraded Front Stabilizer Bar.	$1,294.00
61S	STX Appearance Package -inc: Box Side Decals, Fog Lamps, SYNC 3, enhanced voice recognition communications and entertainment system, 8" LCD touchscreen in center stack w/swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart charging USB ports, Wheels: 20" Machined-Aluminum, flash gray painted pockets, Tires: P275/55R20 BSW A/S, 245/70R17 all-season spare tire, Body-Color Surround w/Black Mesh Insert Grille, black mesh insert, Manual Driver/Passenger Lumbar, Rear Window Fixed Privacy Glass, Driver/Passenger Seat Back Pocket, Body-Color Front & Rear Bumpers, body-color front fascia, Rear Window Defroster Req 99P, 595 861 57Q 642 924 52P 60M 101A AND GG INTERIOR	$1,994.00
622	2.7L V6 EcoBoost Payload Package -inc: 9.75" gearset, Electronic Locking w/3.73 Axle Ratio, GVWR: 6,750 lbs Payload Package. REQ 53A	$749.00
66A	STX Sport Appearance Special Edition Package -inc: Box Side Decals, Wheels: 20" Unique Premium Tarnished Dark Painted, Chrome Exhaust Extension, Tires: P275/55R20 BSW A/S, 245/70R17 all-season spare tire, Sport Box Side Accent Stripe	$594.00
66S	240 Amp Alternator	$49.00
D85A	CREDIT: XL Power Equipment Group -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	$1,169.00
861	XL Sport Appearance Package -inc: Box Side Decals, Wheels: 17" Silver Painted Aluminum, Fog Lamps, Body-Color Front & Rear Bumpers, body-color front fascia. REQ CLOTH	$774.00
86A	XL Chrome Appearance Package -inc: Wheels: 17" Silver Painted Aluminum, Fog Lamps (Fleet), Front & Rear Chrome Bumpers, body-color front fascia .	$774.00
41H	Engine Block Heater	$89.00
53B	Class IV Trailer Hitch Receiver -inc: towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness	$149.00
655	Extended Range 36 Gallon Fuel Tank	$444.00
67T	Integrated Trailer Brake Controller	$274.00
98G	CNG/Propane Gaseous Engine Prep Package -inc: hardened engine intake valves and valve seats and bi-fuel manifold, This package does not include CNG/Propane fuel tanks, lines, etc, Vehicle will be equipped w/the standard factory gasoline fuel system, Additional equipment combined w/certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle, See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide, Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/this option when converted to use CNG or Propane fuel, Ford does not represent that a vehicle converted to use CNG or Propane will comply w/all applicable U.S, or Canadian safety standards, It is the responsibility of the final stage manufacturer (bodybuilder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S, safety standards. REQ 995	$314.00
CNG	Ford F150 21.2 GGE 5.0L Bi-Fuel, add $895 for 5.5' Box	$14,116.00
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates, optional to all others	$0.00
17C	Front & Rear Chrome Bumpers -inc: body-color front fascia. NC with 86a	$174.00
18B	Black Platform Running Boards	$249.00
54R	Power Glass Heated Sideview Mirrors -inc: manual folding, turn signal and black skull caps, Auto-Dimming Rearview Mirror	$304.00
54Y	Manual-Folding Heated Pwr Glass Trailer Tow Mirror -inc: Manually telescoping, turn signal and black skull caps	$394.00
54Y	Manual-Folding Pwr Glass Trailer Tow Mirror (FLT) -inc: Manually telescoping heated, turn signal and black skull caps	$394.00
55B	BoxLink -inc: 4 premium locking cleats	$79.00
57Q	Rear Window Defroster	$219.00
595	Fog Lamps	$139.00
59S	LED Sideview Mirror Spotlights -inc: high-intensity LED security approach lamps	$174.00
62R	Manual Regen Initiation w/Active Regen Inhibitor	$279.00

Order Code	Description	Price
63S	Box Side Steps	$324.00
63T	Tailgate Step w/Tailgate Lift Assist	$374.00
87B	Ford Commercial Graphics (6 Square Feet) -inc: up to 6 square feet	$249.00
87C	Ford Commercial Graphics (10 Square Feet) -inc: up to 10 square feet	$299.00
87D	Ford Commercial Graphics (18 Square Feet) -inc: up to 18 square feet	$399.00
87E	Ford Commercial Graphics (25 Square Feet) -inc: up to 25 square feet	$524.00
87F	Ford Commercial Graphics (40 Square Feet) -inc: up to 40 square feet	$674.00
87G	Ford Commercial Graphics (55 Square Feet) -inc: up to 55 square feet	$824.00
87H	Ford Commercial Graphics (70 Square Feet) -inc: up to 70 square feet	$974.00
90D	Bed Divider -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	$294.00
90R	Stowable Loading Ramps	$594.00
924	Rear Window Fixed Privacy Glass	$99.00
942	Daytime Running Lamps -inc: Non-controllable	$44.00
94R	Red/Blue LED Warning Strobes -inc: By Sound Off Signal, Ford accessory, center high-mounted stop light bar and 2 hood mounted lights. REQ 66S	$724.00
94S	Amber LED Warning Strobes -inc: By Sound Off Signal, Ford accessory, center high-mounted stop light bar and 2 hood mounted lights REQ 66S	$674.00
94W	Amber/White LED Warning Strobes -inc: By Sound Off Signal, Ford accessory, rear work light feature, center high-mounted stop light bar and 2 hood mounted lights, Note: rear white lights can be turned solid to provide additional work area lighting REQ 66S	$724.00
96P	Plastic Drop-In Bedliner	$349.00
96W	Tough Bed Spray-In Bedliner	$594.00
52P	SYNC -inc: enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port. Incl in 101a	$419.00
582	SiriusXM Radio -inc: a 6-month prepaid subscription, Service is not available in Alaska and Hawaii, Subscriptions to all SiriusXM services are sold by SiriusXM after trial period, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc	$194.00
94K	KICKER Subwoofer (Dealer Installed) -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	$694.00
168	Color-Coordinated Carpet w/Carpet Floor Mats (FLT)	$144.00
168	Color-Coordinated Carpet w/Carpeted Floor Mats	$144.00
47R	Tray Style Floor Liner	$159.00
50S	Cruise Control. incl in 101a	$224.00
60M	FordPass Connect 4G Wi-Fi Modem -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status, Note: Ford Telematics and Data Services Prep included for Fleet Only: FordPass Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673, a complimentary trial subscription of 3 months or 3 gigabytes whichever comes first, wireless service plan required after trial subscription ends, Visit att.com/ford to start complimentary trial and sign up for a wireless service plan. incl with 101a	$224.00
76R	Reverse Sensing System	$274.00
85H	Backup Alarm System	$124.00
90B	Aluminum Crossbed Toolbox by Weather Guard -inc: Defender series	$574.00
90L	Manual Driver Lumbar	$39.00
90P	Premium Aluminum Crossbed Storage Toolbox -inc: By Weather Guard, (Model # 127-0-02)	$789.00
91A	Smoker's Pack w/Ash Coin Cup (Dealer Installed) -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	$94.00
91P	8-Way Power Driver's Seat w/Power Lumbar	$349.00
91V	110V/400W Outlet -inc: 2nd outlet in the console. with 61s or WG, nc	$199.00
96T	Soft Folding Tonneau Box Cover (Dealer Installed) -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	$524.00
96X	Hard Folding Tonneau Box Cover (Dealer Installed) -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	$994.00
LWB	LONG WHEEL BASE, includes larger pick up box. 8' on Regular and Super; Crew 6.75'. Includes engine upgrade (See Engines for Pricing)	$1,745.00
TB LP	LOW PROFILE HD KING SIZE ALUMINUM CROSS BODY TOOLBOX	$550.00
TB GW	CAMLOCKING LOW PROFILE HD KING SIZE ALUMINUM CROSS BODY TOOLBOX WITH GULL WING LIDS	$585.00
TB SIDE 48	HD ALUM SIDE MOUNTED TOOLBOX 48" LONG, PRICE PER SIDE	$395.00

Order Code	Description	Price
TB SIDE 72	HD ALUM SIDE MOUNTED TOOLBOX 72" LONG, PRICE PER SIDE	$564.00
TB TFUEL	Tool and fuel: UTS TT101 100 Gal capacity with meter, electric pump and 30' hose . Diesel Fuel only.	$2,480.00
SLIDE 1000	1000 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	$1,295.00
SLIDE 1200	1200 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	$1,695.00
SLIDE 1500	1500 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	$2,195.00
COVER FOLD	TRI FOLD BED COVER	$849.00
COVVER SFT	SOFT FOLDING BED COVER	$495.00
DRING	D RINGS IN CARGO AREA	$449.00
CHOLD	CONE HOLDER	$196.00
HD CHOLD	HEAVY DUTY FOLD DOWN CONE HOLDER	$382.00
COOLER MNT	IGLOO COOLER MOUNT	$225.00
COOLER	IGLOO COOLER	$110.00
ETRACK	E TRACK IN CARGO AREA	$345.00
TOOL	3 TOOL SHOVEL RACK	$325.00
SAFET	Safety Kit Incl; First Aid Kit, Triangle Kit & Fire Extinguisher	$276.00
TGA	1300# TOMMY GATE G2 60 1342 TP27 STEEL PLATFORM, (Add $225 with 53a, 53b, 53c or use 534)	$3,355.00
TGC	1300# TOMMY GATE G2 60 X 27 ALUMINUM (Add $225 with 53a, 53b, 53c or use 534)	$4,030.00
HSPOT	HALOGEN PILLAR MOUNTED SPOT LIGHT	$595.00
LEDSPOT	LED SPOT LIGHT PILLAR MOUNTED	$695.00
GOLITE	LED Permanent Mount Go-Light brand spot light	$695.00
TH500	500 Watt Inverter	$396.00
TH750	750 Watt Inverter	$596.00
TH1000	1000 Watt Inverter	$642.00
TH2000	2000 Watt Inverter	$796.00
TH3000	3000 Watt Inverter	$966.00
TH001	Remote Control for TH1000-TH3000	$65.00
DSI-12/1200N	Dimensions 1200 watt Pure Sine Wave	$1,495.00
DSI-12/1500N	Dimensions 1500 watt Pure Sine Wave	$1,596.00
DSI-12/2400N	Dimensions 2400 watt Pure Sine Wave	$2,246.00
DSI-12/3000N	Dimensions 3000 watt Pure Sine Wave	$2,396.00
DSI-REMOTE	Remote control for Dimensions	$145.00
STLIGHT	Streamlight Rechargeable Stinger Flashlight	$189.00
CAMLOC	RELOCATE CAMERA, INSTALL BRACKET WHERE INDICATED	$255.00
BACKZONE	REVERSE PARKING AIDE SENSORS	$445.00
TOPPER RNC	CAB HIEGHT FIBERGLASS TOPPER WITH SLIDING SIDE WINDOWS.	$2,015.00
ROOFRACK	YAKIMA ROOF RACK WITH ADJUSTABLE ROUND BARS	$400.00
TB SHELF	ADDS FIBERGLASS TOOLBOX WITH SHELF ON SINGLE SIDE. REQ TOPPER RNC	$486.00
WINDOORS	GLASS SIDE WINDOORS FLIP OUT FOR EASY ACCESS, REQ TOPPER RNC	$374.00
WINDOOR SLD	SOLID PAINTED WINDOORS FOR ADDED SECURITY. REQ. TOPPER RNC	$450.00
COVER RNC	RANCH LEGACY SERIES FIBERGLASS PAINTED BED LID, DUAL SHOCK, BLACK POWDER COATED HARDWARE. SINGLE LOCK WITH TWO KEYS	$1,695.00
COVER UC	6 3/4 FOOT ABS COMPOSITE PAINTED TO MATCH BED LID. UNDERCOVER LUX SINGLE POINT LOCKING SYSTEM, LOW PROFILE LOOK.	$1,899.00
COVER RTX6	RETRAX RETRACTABLE BED COVER FOR 6 3/4 BED	$1,550.00
COVER RL8	ROLL N LOCK RETRACTABLE BED COVER FOR 8 FT BED LG152M	$1,899.00
COVERLITE	TWO WHITE LED STEADY BURN LIGHTS INSIDE PICKUP BED FOR CLOSED COVER VISIBILITY	$446.00
ARE-LSII	A.R.E. LSII Series Tonneau Cover (5.5' to 8' Bed)	$1,955.00
ARE-3DLS	A.R.E. 3DL Series Tonneau Cover (6.5' Bed)	$2,390.00

Order Code	Description	Price
ARE-V	A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.	$2,025.00
ARE-DCU	A.R.E. DCU 23" Tall . Includes hatch rear door with T-lock, rear tinted window, full length tool box on each side, and front picture window.	$2,810.00
SK-COMPAK8	SpaceKap - 8' Compak (Transferable Service Body). Includes side doors. Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $1,395. Add Plumber Pkg for $1,995.	$9,995.00
SK-WILD8	SpaceKap - 8' Wild (Transferable Service Body). Includes side doors. Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $2125. Add Plumber Pkg for $2,680.	$10,475.00
SK-DIABLO8	SpaceKap - 8' Diablo (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for $2,460. Add Plumber Pkg for $3,300.	$10,790.00
TINT	DEEP WINDOW TINT FILM WITH FRONT WINDSHIELD STRIP.	$265.00
TINT 4D	TINT ALL WINDOWS.	$385.00
NITRO	NITROGEN FILLED TIRES IN LIEU OF STD FACTORY FILL. FUEL ECONOMY SAVER DUE TO TIRE PRESSURE CONSISTENCY, ON GROUND	$245.00
WT LC 2P	WEATHER TECH LASER CUT TWO PIECE MAT SET	$215.00
WT LC 4P	WEATHER TECH MATS , LASER CUT	$289.00
RMAT	HD RUBBER FLOOR MATS	$195.00
STEPBARS	TUBULAR STEP BARS	$395.00
VV	VENT SHADES, MUST SPECIFY STICK ON OR FLANGE TYPE IN CHANNEL	$175.00
WGG BASE	WRAP AROUND GRILL GAURD. WESTIN HDX	$1,095.00
WGG STERLING	Sterling Base heavy duty winch mount / grill guard. Upgrade to Standard model for $125, to Deluxe model for $235, or Gator model for $340. Add $125 for a heavy duty Warn winch	$1,295.00
WGG WP	WESTIN WRAP AROUND GRILL GUARD WITH WINCH PLATE	$1,395.00
WGG LC	LIGHT CHANNEL FOR GRILL GUARD, LIGHTS SOLD SEPERATELY	$79.00
WINCH 8KW	8000# WARN WINCH WITH REMOTE, REQ WGG.WP TO INCLUDE WINCH PLATE	$1,336.00
WINCH 10KW	10000# WARN WINCH WITH REMOTE, REQ. WGG.WP TO INCLUDE WINCH MOUNTING PLATE	$1,556.00
3K PATS	EXTRA PROGRAMMED KEY WITH PATS TECHNOLOGY, FLEET KEY	$225.00
3K RKE	EXTRA PROGRAMMED INTEGRATED KEY TRANSMITTER FOB	$350.00
PINTLE BC	PINTLE BALL COMBO 2 5/16" WITH ADJUSTABLE SHANK	$315.00
PINTLE FX	PINTLE BALL COMMBO 2 5/16" FIXED SHANK	$285.00
2 TONE	TWO TONE PAINT SCHEME, DOORS AND ROOF	$1,896.00
LEVL	LEVELING KIT. RAISES FACTORY FRONT END 2"	$765.00
CABSHIELD	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW.	$625.00
CABSHIELD A	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW. INCLUDES SINGLE CENTER BEACON PLATE	$650.00
CABSHIELD B	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW. INCLUDES DUAL MOUNTING FEET FOR LIGHTBAR MOUNTING.	$675.00
BACKRACK	LIGHT DUTY LOUVERED HEADACHE RACK	$476.00
TRACRAC	TRAC ONE UNIVERSAL TRUCK RACK FOR OVERHEAD CARGO. F150 ONLY, FSD TBD	$776.00
SLR	SINGLE SIDE LADDER RACK FOR PICK UP VERSION	$995.00
PIPE RACK	METAL UTILITY RACK WITH MESH BASKET OVER CAB	$2,015.00
MATRACK	MATERIAL RACK OVER CAB. DOES NOT HAVE MESH BASKET	$1,885.00
7170-0579-00	Console: : Gamber Johnson - Universal Sloped Console: Box with Cup Holder	$440.00
C-3010	Console: Havis 30" Enclosed 10" high Console: (track mount required)	$576.00
C-1810	Console: Havis - 18" Enclosed 10" high Console: (track mount required)	$424.00
425-6012	Console: Jotto - 15 Inch Police Equipment Console: - Large	$232.00
425-6232	Console: Jotto - 18 Inch Police Equipment Console: - Lazy "L"	$352.00
7110-0350	Console: Track Mount - Gamber Johnson - Universal MCS Console: Leg Kit	$64.00
7160-0085	Console: Track Mount - Gamber Johnson - MCS Top Plate (Long)	$104.00
C-TMW-F150-03	Console: Track Mount - Havis - Tunnel Mount Assembly	$144.00
425-6501	Console: Track Mount - Jotto - Floor Plate Kit	$208.00
7160-0524	Console: Armrest - Gamber Johnson - MCS External Break-Away Armrest	$280.00

Order Code	Description	Price
7160-0375	Console: Armrest - Gamber Johnson - MCS Extended Panel Armrest	$120.00
C-ARM-101	Console: Armrest - Havis - Top Mount Arm Rest	$96.00
C-ARM-102	Console: Armrest - Havis - Side Mount Armrest	$80.00
425-6260	Console: Armrest - Jotto - Armrest - Upper Structure	$80.00
425-6358	Console: Armrest - Jotto - 3" Armrest - Faceplate Mount	$48.00
3130-0361 / 7160-0063	Console: 3 Outlet - Gamber Johnson - DC Outlet Face Plate / 3 Outlet	$104.00
C-LP-3	Console: 3 Outlet - Havis - 3 Outlet power supply	$56.00
425-2968	Console: 3 Outlet - Jotto - 12V Power Outlets in 2" Faceplate	$56.00
7160-0846	Console: Cupholder - Gamber Johnson - 2 Cupholder	$64.00
C-CUP2-I	Console: Cupholder - Havis - 2 Cupholder	$48.00
425-3704	Console: Cupholder - Jotto - 2 Cupholder	$56.00
7170-0236	Laptop Stand - Gamber Johnson - Pedestal System Kit	$736.00
PKG-PSM-185	Laptop Stand - Havis - Standard Passenger Side Mount Package	$376.00
PKG-PSM-385	Laptop Stand - Havis - Premium Passenger Side Mount Package	$736.00
425-5104/4138	Laptop Stand - Jotto - HD A-MOD Laptop Mount, Tray Included	$824.00
RAM-VB-195-SW1	Laptop Stand - RAM - Complete Laptop Package, Tray Included	$280.00
7160-0250	Laptop Cradle - Gamber Johnson - Universal Laptop tray	$360.00
UT-1001	Laptop Cradle - Havis - Universal Laptop tray	$328.00
475-1104	Prisoner Cage - Jotto - Space Creator Vehicle Partition, RP,LEP	$1,160.00
PRPSP8114FT16A	Prisoner Cage - Pro-gard - Poly Center Slider Window with Expanded Metal Insert - F150 ONLY	$1,056.00
PK0601FDT15F150	Prisoner Cage - Setina - #10VS-C Sliding Window,Exp Metal, LEP	$840.00
PK0602FDT15F150	Prisoner Cage - Setina - #10VS-C Sliding Window,Exp Metal, LEP,RP	$992.00
P1000FT16A	Single Prisoner Cage - Pro-gard - Single Compartment, Pro-cell, ½ Partition (OEM Rear Seat Only) - F150	$1,784.00
1K0574FDT15F150PDR	Single Prisoner Cage - Setina - #6VS Single Prisoner Transport Coated Polycarbonate with Driver's Side Rear Seat	$1,216.00
WB81NPFT16	Window Bars - Pro-gard - WINDOW ARMOR - F150 ONLY	$280.00
WK0514FDT15F150H	Window Bars - Setina - WINDOW ARMOR - HORIZONTAL - F150 ONLY	$304.00
DP81FT16	Door Panels - Pro-gard - Door panels - F150 only	$168.00
DK0598FDT	Door Panels - Setina - Door panels - F150 only	$208.00
PB81FT16HD	Push Bumper - Pro-gard - Push Bumper - F150 Only	$480.00
BK0534FDT	Push Bumper - Setina - Push Bumper - F150 Only	$448.00
GVPM8116S-H	Gun Lock - Pro-gard - Vertical Partition Mount Single Weapon Tri-Lock Gunrack w/HK	$480.00
GVPM8116D-H	Gun Lock - Pro-gard - Vertical Partition Mount Dual Weapon Tri-Lock Gunrack w/HK	$600.00
GK10271UHKSSCAXL	Gun Lock - Setina - Single T-Rail Mount Universal XL , Handcuff Key Override	$376.00
GK10342UHKSSCAXL	Gun Lock - Setina - Dual T-Rail Mount 2 Universal XL , Handcuff Key Override	$528.00
CC-MC-14	TROY PRODUCTS 14"console with 14" of faceplate area. Includes floorplate and faceplates. Other consoles & accessories at 46% off master price list.	$403.20
AC-F150-15-MNT	TROY PRODUCTS Console floorplate.	$1.00
AC-INBHG	TROY PRODUCTS 4" dual cup internal beverage holder.	$46.80
FP-SGTRAY	TROY PRODUCTS 4" shallow console tray.	$36.00
FP-USB-2DC	TROY PRODUCTS 2" faceplate with two (2) DC outlets and one (1) dual-port USB outlet.	$61.20
AC-TB-ARM-MNT	TROY PRODUCTS Height adjustable swivel arm rest with 5"x8" foam pad, bolts to rear of console.	$157.50
CC-WBOS-16	TROY PRODUCTS 16" wide-body console with open storage on side of console. Includes floorplate and faceplates. Other consoles & accessories at 46% off master price list.	$583.20
AC-F150-15-MNT	TROY PRODUCTS Console floorplate.	$1.00
AC-INBHG	TROY PRODUCTS 4" dual cup internal beverage holder.	$46.80
FP-SGTRAY	TROY PRODUCTS 4" shallow console tray.	$36.00
FP-USB-2DC	TROY PRODUCTS 2" faceplate with two (2) DC outlets and one (1) dual-port USB outlet.	$61.20
AC-FHDFB	TROY PRODUCTS Lidded file box with pad, bolts to rear of wide-body console.	$315.00

Order Code	Description	Price
CM-SDMT-SA-LED	TROY PRODUCTS computer mount with easy one-handed operation and swing-arm to accommodate customer supplied docking station. Bolts to TROY console. Other computer mounts at 46% off master price list.	$315.00
GM-SGRF-MNT	TROY PRODUCTS theft-deterrent dual weapon gun mount. Includes butt plates and lock brackets. Other gun mounts & locks available at 30% off master price list.	$259.20
GL-SC-6	TROY PRODUCTS Large handcuff style gun lock. Includes #2 key and push button.	$184.50
uCoat	Undercoating	$650.00
USB Iphone	HD Charge Wire for Iphone	$35.00
USB Android	HD Charge Wire for Android	$35.00
OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emmissions codes for specific region.	$446.00
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$48.00
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	$7.00
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$90.00
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)	$125.00
BASE 5/75	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$1,605.00
EXTRA 5/75	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$1,845.00
PREMIUM 5/75	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,535.00
BASE 5/100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,130.00
EXTRA 5/100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,560.00
PREMIUM 5/100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$3,395.00
DIESELPLAN	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$1,725.00
DIESELPLAN	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$1,990.00
DIESELPLAN	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,745.00
DIESELPLAN	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,330.00
DIESELPLAN	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$2,795.00
DIESELPLAN	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	$3,520.00

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Quote No: 4365217

Termination Value Schedule A

Refer to paragraph 3b of the Terms and Conditions of the lease for the use of this schedule which describes certain other charges that may be added to the Termination Value. For months beyond the original term the Termination Value will decrease by the amount of the "Monthly Fixed Charge".

Customer Name Village of Palmetto Bay

UNIT NO.
Contract Date:
Capitalized Price: $23,300.00

Monthly Rent $472.97
Term 60

Fixed Charge: $388.32
Lease Charge: $84.65

Month	Date	Termination Value	RBV
1		$22,993.79	$22,911.68
2		$22,684.20	$22,523.36
3		$22,372.06	$22,135.04
4		$22,057.39	$21,746.72
5		$21,740.17	$21,358.40
6		$21,419.57	$20,970.08
7		$21,096.43	$20,581.76
8		$20,770.75	$20,193.44
9		$20,441.69	$19,805.12
10		$20,110.93	$19,416.80
11		$19,776.79	$19,028.48
12		$19,439.26	$18,640.16
13		$19,100.03	$18,251.84
14		$18,757.42	$17,863.52
15		$18,412.28	$17,475.20
16		$18,063.74	$17,086.88
17		$17,712.67	$16,698.56
18		$17,359.05	$16,310.24
19		$17,002.90	$15,921.92
20		$16,643.36	$15,533.60
21		$16,282.13	$15,145.28
22		$15,916.67	$14,756.96
23		$15,549.51	$14,368.64
24		$15,178.96	$13,980.32
25		$14,805.88	$13,592.00
26		$14,430.26	$13,203.68
27		$14,052.10	$12,815.36
28		$13,670.55	$12,427.04
29		$13,286.46	$12,038.72
30		$12,898.99	$11,650.40
31		$12,509.82	$11,262.08

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Quote No: 4365217

Termination Value Schedule A

Refer to paragraph 3b of the Terms and Conditions of the lease for the use of this schedule which describes certain other charges that may be added to the Termination Value. For months beyond the original term the Termination Value will decrease by the amount of the "Monthly Fixed Charge".

Customer Name Village of Palmetto Bay

UNIT NO.
Contract Date:
Capitalized Price: $23,300.00

Monthly Rent $472.97
Term 60

Fixed Charge: $388.32
Lease Charge: $84.65

Month	Date	Termination Value	RBV
32		$12,117.27	$10,873.76
33		$11,722.18	$10,485.44
34		$11,323.70	$10,097.12
35		$10,922.68	$9,708.80
36		$10,519.12	$9,320.48
37		$10,113.03	$8,932.16
38		$9,703.55	$8,543.84
39		$9,292.37	$8,155.52
40		$8,876.96	$7,767.20
41		$8,459.86	$7,378.88
42		$8,039.37	$6,990.56
43		$7,616.35	$6,602.24
44		$7,190.78	$6,213.92
45		$6,762.68	$5,825.60
46		$6,331.18	$5,437.28
47		$5,897.15	$5,048.96
48		$5,459.74	$4,660.64
49		$5,020.63	$4,272.32
50		$4,578.13	$3,884.00
51		$4,132.25	$3,495.68
52		$3,684.67	$3,107.36
53		$3,233.71	$2,719.04
54		$2,780.21	$2,330.72
55		$2,324.17	$1,942.40
56		$1,864.75	$1,554.08
57		$1,402.78	$1,165.76
58		$938.28	$777.44
59		$471.23	$389.12
60		$0.80	$0.80

Bid Award

Term: October 1, 2019 - September 30, 2020

Contract: FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles

1 VEHICLE

Group: Cargo & Passenger Vans Medium/High Roof

Item: 31, Ford, Transit T350 Medium Roof Passenger Van (Wagon) RWD, X2C

Description: Manufacturer standard equipment and specifications, and if not included also power windows, power door locks, and keyless entry.

Zone	Rank	Vendor	Price
Western	Primary Alternate	BOZARD FORD Garber Ford Inc	$32,497.00 $32,892.00
Northern	Primary Alternate	BOZARD FORD Garber Ford Inc	$32,737.00 $32,792.00
Central	Primary Alternate	BOZARD FORD Garber Ford Inc	$32,737.00 $32,842.00
Southern	Primary Alternate	BOZARD FORD Garber Ford Inc	$32,737.00 $32,892.00

Options appear in alphabetical order by awarded vendor.

Options: BOZARD FORD

Order Code	Description	Price
TEMP	Temporary Tag	$16.00
TRANSFER	Transifer existing registration (must provide tag number)	$100.00
NST	New State Tag (must specify state, county, city, sheriff etc)	$185.00
OSF	Out of Stock Fee. To cover stocking and floor plan expenses for vehicles purchased out of existing dealer inventory.	$799.00
BASE	Ford Base Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$2,430.00
DBASE	Ford Base Care 5 year/100,000 mile extended warranty, $0 deductible. Coverage for Diesel Engine Options.\ Contact dealer for other available coverage options.	$2,785.00
EXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$2,845.00
DEXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, $0 deductible. Coverage for Diesel Engine Options. Contact dealer for other available coverage options.	$3,295.00
PREM	Ford Premium Care 5 year/100,000 mile extended warranty, $0 deductible. Contact dealer for other available coverage options.	$3,570.00
DPREM	Ford Premium Care 5 year/100,000 mile extended warranty, $0 deductible. Coverage for Diesel Engine Options. Contact dealer for other available coverage options.	$3,805.00
3K	Additional key with remote	$399.00
3KPS	Additional key with remote for push button start	$499.00
96P	15 Passenger Seating	$1,494.00
301A	XLT Preferred Equipment Package	$3,200.00
996	3.5L EcoBoost V6	$1,494.00
99A	2.0L EcoBlue® Bi-Turbo I4 Diesel over Base 3.5L PFDi	$3,994.00
98B	Biodiesel Engine Prep Package	$314.00
61C	Vehicle Maintenance Monitor	$44.00
63C	Dual Alternator - 250A each (incl Aux Fuse Panel w/ High Spec Interface Connector (87E))	$844.00
87E	Auxiliary Fuse Panel incl Dual AGM Batteries (63E) and Modified Vehicle Wiring System (53K)	$384.00
85D	Horn - Dual Note	$19.00
63E	Battery - Dual Heavy-Duty Batteries	$294.00
63X	Battery - Single Absorbed Glass Mat	$124.00
41H	Engine Block Heater	$74.00
98D	Manual Regen Initiation	$249.00
98E	Manual Regen Initiation w/ Active Regen Inhibitor	$374.00
59D	Perimeter Anti-Theft Alarm	$154.00
94B	Enhanced Active Park Assist (incl front sensing system, side sensing (94A) and reverse sensing (43R)	$894.00
153	Front License Plate Bracket	$0.00
543	Long Arm Non Telescoping, Power Glass Adjust Mirrors w/o Turn Signals - Van/Passenger Van	$64.00

Order Code	Description	Price
544	Long Arm non Telescoping, Power Glass Adjust Heated Mirrors w/ Turn Signals - Van/Passenger Van	$219.00
545	Short Arm Power, manual-Folding Heated w/ Turn Signals (All Self Color) - Passenger Van	$159.00
94A	Side Sensing System (incl Reverse Sensing System (43R)	$474.00
43R	Reverse Sensing System (New Park Pack 2) (includes Front Fog Lamps (55D))	$294.00
68H	Running Board	$309.00
53D	Tow/Haul Mode w/ Trailer Wiring Provisions	$294.00
17L	2nd Row Driver-side Egress Window	$834.00
17F	Windows-All-Around, fixed	$0.00
57N	Rear-Window Defroster	$174.00
92E	Privacy Tint (All Around) inc. Rear-Window Defogger - Use w/ XL/XLT Passenger Vans	$674.00
57G	High Capacity Front/Rear Air Conditioning	$859.00
62A	Auxiliary Heater Prep Package	$64.00
62C	Auxiliary Heater A/C Prep Package w/o Rear Controls	$99.00
60C	Cruise Control w/ Message Center - incl Adjustable Speed Limiting Device (ASLD)	$324.00
60D	Adaptive Cruise Control - Incl Adjustable Speed Limiting Device (ASLD)	$754.00
16H	Carpet, Front and Rear w/ Passenger Van XL	$124.00
16G	Carpet, Front w/ Passenger Van XLT	$0.00
16J	Premium Wood-Like Flooring - XL Passenger LWB-EL	$579.00
85C	Vinyl Sunvisors w/ Illuminated Vanity Mirror	$74.00
86F	Keys: 2 additional (4 total) w/ Key Fobs (Power)	$74.00
62B	MyKey	$4.00
90C	Power Inverter - 12V to 110V	$99.00
67E	Large Center Console w/ Integrated Shifter	$194.00
66B	Smoker's Package	$39.00
43E	Rear Bumper - Black w/ integral step. Optional on Low Roof	$0.00
68L	Power Running Board	$939.00
59A	60/40 Hinged Passenger-side Door (Low Roof)	$0.00
59C	Programmable Battery Guard/Enhanced Cut-Off Relay	$259.00
65A	Blind Spot Information System (BLIS®) w/ Cross-traffic Alert and Trailer Coverage (Incl short arm power/folding, heated w/ turn signal mirrors)	$594.00
55A	Upfitter Interface Module (UIM)	$254.00
91A	High-Intensity Discharge (HID) Headlamps w/ LED Signatures	$454.00
91B	Autolamp	$34.00
55D	Front Fog Lamps	$104.00
655	Extended Range Fuel Tank - 31 gallon	$284.00
53K	Modified Vehicle Wiring System & Kit	$74.00
86N	Heavy Duty Tray Style Floor Mats (Front)	$59.00
52C	VP - Keyless Entry Keypad	$94.00
43B	Back Up Alarm	$124.00
68B	Remote Start	$494.00
PUM	Agate Black (Metallic) paint	$199.00
PN1	Blue Jeans (Metallic) paint	$199.00
PUX	Ingot Silver (Metallic) paint	$199.00
PW6	Green Gem (Metallic) paint	$199.00
PFK	Diffused Silver (Metallic) paint	$199.00
PAW	Kapoor Red (Metallic) paint	$199.00
PJ7	Magnetic (Metallic) paint	$199.00

Order Code	Description	Price
90G	Push Down Manual Parking Brake	$194.00
68J	Extended Length Running Boards	$654.00
65C	Power Sliding Door (Med/High Roof)	$994.00
52M	Speed Limitation - 65 mph Fixed governed top speed - Fleet only	$79.00
52H	Speed Limitation - 70 mph Fixed governed top speed - Fleet only	$79.00
52N	Speed Limitation - 75 mph Fixed governed top speed - Fleet only	$79.00
942	Daytime Running Lamps - Fleet only	$44.00
76D	White Painted DRW Pkg w/ exposed lugnuts (Fleet Option Only)	$34.00
55B	Smart Acceleration Truncation	$189.00
51E	(AB) Decal #1 - Up to 15 ft2	$349.00
51F	(AC) Decal #2 - Up to 25 ft2	$494.00
51G	(AD) Decal #3 - Up to 45 ft2	$694.00
51H	(AE) Decal #4 - Up to 70 ft2	$994.00
51J	(AF) Decal #5 - Up to 95 ft2	$1,394.00
4CST	Four Corner LED Strobes. Mounted inconspicuously outside of headlight and tail light lenses. Wired to switch	$799.00

Options: Garber Ford Inc

Order Code	Description	Price
'X2C	2020 Ford Transit Passenger Wagon (X9C) T-350 148" Med Roof XL AWD	$4,695.00
99G	Engine: 3.5L EcoBoost V6 -inc: auto start-stop technology, Single AGM Battery (70 Amp-hr)	$1,494.00
99A	2.0L ECOBLUE BI-TURBO DIESEL I-4 ENGINE	$3,994.00
X4L	4.10 Limited-Slip Axle Ratio	$324.00
60C	CRUISE CONTROL	$324.00
60D	Adaptive Cruise Control -inc: adjustable speed limiting device (ASLD), Adaptive cruise control keeps a constant speed without having to work the brake or accelerator pedals, Plus it automatically maintains a driver-inputted preset distance (or gap) from v	$754.00
86F	2 Additional Keys (4 Total) -inc: key fobs	$74.00
43R	REVERSE SENSING SYSTEM	$294.00
58V	RADio: AM/FM Stereo w/SYNC 3 -inc: Bluetooth, dual USB ports, a 4.0" multi-function display and 4 speakers (front), SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and aux	$279.00
65C	Power Sliding Door -inc: anti-pinch feature to help prevent injury	$994.00
3K	Third Key and Fob Cut and Programmed	$246.00
TINT	Dealer Tint All Windows (Add $25 for Windshield Strip)	$246.00
DECALS	Design and Install Custom Decal Package	$525.00
VVS	Vent visors - stick-on style	$149.00
RS	Rainshields - flange style	$149.00
MATS	1st Row HD Floor Liners (Weathertech or Equivalent)	$129.00
TTAG	Temporary Tag (Add $25 if Overnight Shipping Required)	$6.00
TRANS	Transfer Tag (Add $25 if Overnight Shipping Required)	$86.00
YTAG	Yellow Tag (Add $25 if Overnight Shipping Required)	$117.00

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Open-End (Equity) Lease Rate Quote

Quote No: 4480094

Prepared For: Village of Palmetto Bay

Date 11/14/2019
AE/AM LFG

Unit #
Year 2020 **Make** Ford **Model** Transit-350 Passenger
Series XL Rear-wheel Drive Medium Roof Van 148 in. WB
Vehicle Order Type Ordered **Term** 60 **State** FL **Customer#** 449556

$ 32,898.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** FL
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 350.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive(Taxable Incentive Total : $0.00)
$ 33,248.00		Total Capitalized Amount (Delivered Price)
$ 554.11		Depreciation Reserve @ 1.6666%
$ 106.03		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2] , Including Management Fee of $ 33.25
$ 660.14		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 53.27		Full Maintenance Program[3] Contract Miles 65,000 — OverMileage Charge $ 0.0450 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 53.27		**Additional Services SubTotal**
$ 0.00		Sales Tax 7.0000% **State** FL
$ 713.41		**Total Monthly Rental Including Additional Services**
$ 1.40		Reduced Book Value at 60 Months
$ 495.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	
Interior Color	
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 13,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.
Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Village of Palmetto Bay

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 150.00
Courtesy Delivery Fee	C	$ 200.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 350.00
Other Charges Total		$ 350.00

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Open-End (Equity) Lease Rate Quote

Quote No: 4480094

VEHICLE INFORMATION:

2020 Ford Transit-350 Passenger XL Rear-wheel Drive Medium Roof Van 148 in. WB - US
Series ID: X2C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$ 40,361.00	$ 42,485.00
Total Options	$ 0.00	$ 0.00
Destination Charge	$ 1,495.00	$ 1,495.00
Total Price	**$ 41,856.00**	**$ 43,980.00**

SELECTED COLOR:

Exterior: -
Interior: -

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
148WB	148" Wheelbase	STD	STD
21M	Ebony Cloth Bucket Seats	Included	Included
301A	Order Code 301A	NC	NC
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
58U	Radio: AM/FM Stereo	Included	Included
91M	8 Speakers (4 Front/4 Rear)	Included	Included
998	Engine: 3.5L PFDi V6 Flex-Fuel	Included	Included
C	Cloth Front Bucket Seats	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 9,250 lbs	Included	Included
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
X73	3.73 Axle Ratio	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 3
- Rear Cargo Door Type: split swing-out
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers
- Body Material: fully galvanized steel body material
- Body Side Cladding: black bodyside cladding
- Grille: black grille

Convenience Features:
- Air Conditioning manual air conditioning
- Rear Air Conditioning: rear air conditioning
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: fixed rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: partial floor console with box
- Overhead Console: full overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- IP Storage: bin instrument-panel storage
- Driver Footrest: driver's footrest
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:
- radio AM/FM stereo with seek-scan
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 24 speakers
- Internet Access: FordPass Connect 4G LTE WiFi internet access
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type aero-composite halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Front Wipers: variable intermittent rain detecting wipers wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog display
- Tachometer: tachometer
- Low Tire Pressure Warning: low-tire-pressure warning
- Trip Odometer: trip odometer
- Lane Departure Warning: lane departure
- Forward Collision Alert: forward collision
- Water Temp Gauge: water temp. gauge
- Clock: in-radio display clock
- Rear Vision Camera: rear vision camera
- Oil Pressure Warning: oil-pressure warning
- Water Temp Warning: water-temp. warning
- Battery Warning: battery warning
- Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Ignition Disable: SecuriLock immobilizer
Panic Alarm: panic alarm
Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 3 manual adjustable third row head restraints
4th Row Headrest: manual adjustable fourth row head restraints
Number of 4th Row Headrests: 4 fourth row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 12
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Removeable Rear Seats: removeable rear seat
Rear Seat Type: rear bench seat
3rd Row Seat Type: removable third row split-bench seat
Reclining 4th Row Seat: split-bench fourth row seat
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Cargo Space Trim: vinyl/rubber cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Bid Award

Term: October 1, 2019 - September 30, 2020

Contract: FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles

1 VEHICLE

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 255, Chevrolet , Equinox LS FWD, 1XP26

Description: Manufacturer standard equipment and specifications, and if not included also power windows, power door locks, and keyless entry.

Zone	Rank	Vendor	Price
Western	Primary Alternate	Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac Garber Chevrolet Buick GMC, Inc.	$20,699.49 $20,943.00
Northern	Primary Alternate	Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac Garber Chevrolet Buick GMC, Inc.	$20,499.49 $20,843.00
Central	Primary Alternate	Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac Garber Chevrolet Buick GMC, Inc.	$20,499.49 $20,893.00
Southern	Primary Alternate	Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac Auto Nation Chevrolet Pembroke Pines	$20,499.49 $20,770.00

Options appear in alphabetical order by awarded vendor.

Options: Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac

Order Code	Description	Price
RPO-FSA	All regular and factory production options to be offered at $1 discount from MSRP in accordance with Terms and Conditions 2.13 OPTION PRICING. A copy of the window sticker and standard equimpment list to illustrate MSRP option prices will be provided to customer with each contract conforming quote (SEE TERMS AND CONDITIONS).	$0.00
MAN-UP	All manufacturers upgrades will be offered in accordance with Terms and Conditions 2.13 OPTION PRICING, the upgrade will be calculated by the net difference between dealer cost on the representative base vehicle (bid price) and the total MSRP of the requested option modifying the vehicle. A copy of the window sticker and standard equimpment list to illustrate MSRP option prices will be provided to customer with each contract conforming quote (SEE TERMS AND CONDITIONS).	$0.00
EWA	Price to be quoted at Florida Mandatory Sales Price. Warranties available through: ALLY, Ford ESP, JM&A, GMPP, NISSAN, MOPAR. PRICES TO BE QUOTED FOR SPECIFIC VEHICLE AND POWER TRAIN COMBINATION.	$0.00
TEMP-TAG	Temporary tag	$55.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)	$250.00
NEW-TAG	New state tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)	$315.00
WSTP	Windshield strip	$25.00
DT2 SUV	Deep tint film installed on front two door glass only.	$135.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$325.00
LIMO	Upgrade tint to LIMO on all tinted surfaces	$95.00
WTF SUV 1	Weather Tech floor liner system (1st row only).	$195.00
WTF SUV 2	Weather Tech floor liner system (1st & 2nd rows).	$280.00
WTF SUV 3	Weather Tech floor liner system (1st & 2nd rows plus cargo area).	$340.00
DLTH 1	Dealer installed leather seating surfaces (1st row only).	$1,380.00
DLTH 2	Dealer installed leather seating surfaces (1st & 2nd rows).	$1,545.00
DLTH 3	Dealer installed leather seating surfaces (1st & 2nd rows).	$2,010.00
RS 2	Stick on rain shields (2-doors).	$100.00
RS 4	Stick on rain shields (4-doors).	$150.00
RSF 2	Flange style rain shields (2-doors), may have compatibility issues with 1-touch power windows.	$100.00
RSF 4	Flange style rain shields (4-doors), may have compatibility issues with 1-touch power windows.	$150.00
3BLS	3rd brake light safety sulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	$210.00
SAFE-T	Amerex 5lb Fire extinguisher, First Aide Only first aid kit, and King James & Co road triangles	$330.00

Order Code	Description	Price
3K CHIP	Additional key cut and programmed (no remote).	$90.00
3KR	Additional key and remote, cut and programmed.	$330.00
3K SMART	3rd key and remote for vehicles with proximity access.	$450.00
806-1206-SUV	XANTREX 600W pure sine inverter mounted under REAR seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	$545.00
806-1210-SUV	XANTREX 1000W pure sine inverter mounted under REAR seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	$705.00
806-1220-SUV	XANTREX 2000W pure sine inverter mounted in rear cargo area with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	$1,180.00

Options: Auto Nation Chevrolet Pembroke Pines

Order Code	Description	Price
1FL	Fleet Upgrade Includes Rear Park Assist with Audible Warning	$199.00
PCR	LS Convenience Package Includes: (AG1) 8 Way Power Driver Seat w/Power Lumbar, Factory Deep Tinted Glass (Behind Rear Doors).	$684.00
PEF	Floor Liner Package. Includes: (CAV) Integrated Cargo Liner, (RIA) All Weather Floor Liners	$294.00
PDG	Cargo Package. Includes: (VRS) Retractable Cargo Shade, (W2D) Vertical Cargo Net	$194.00
VXW	Molded Assist Steps	$794.00
1XR26/2FL	Fleet Upgrade Package Includes: Driver Confidence II Package with (UD7) Rear Park Assist, (UFG) Rear Cross Traffic Alert, (UKC) Lane Change Alert with Side Blind Zone Alert, Deep Tinted Rear Glass, Body Color Mirror Caps, Sirius XM Radio, 8 Way Power Driver Seat, Carpeted Rear Floor Mats, Enhanced Multi Color Driver Information Center.	$1,599.00
1XR26/1LT	LT Upgrade Package Includes: Deep Tinted Rear Glass, Body Color Mirror Caps, Sirius XM Radio, 8 Way Power Driver Seat, Carpeted Rear Floor Mats	$1,199.00
1XR26/2LT	2LT Upgrade Package Includes: 2.0 Liter Turbo 4 Cylinder Engine (252 HP/260 Lb-Ft Torque), 9 Speed Automatic Transmission, Factory Installed Trailering Equipment with Trailer Hitch Close Out Cover (Body Color), Larger Brakes (17' Front, 16" Rear), Dual Stainless Steel Bright Exhaust Tips, 18" Aluminum Wheels, Luggage Rack Side Rails, Bright Lower Window Trim, High Intensity Discharge Headlamps, Deep Tinted Rear Glass, Body Color Mirror Caps, Sirius XM Radio, Power Driver Seat, Carpeted Rear Floor Mats, Enhanced Multi Color Driver Information Display.	$3,699.00
FOB	Extra Extended Range Remote Fob for Keyless Open/Go	$345.00
TINT	Legal Deep Tint Film--Add $25 for Windshield Strip or Limo Tint	$250.00
4 CORNER	Whelan Vertex 4 Corner LED's (installed)	$750.00
TEMP	Temporary Tag	$35.00
HARD PLATE	Yellow Hard Plate (Includes Paper Title)	$225.00
CPP--5/75	Chevrolet Protection Plan 5 Years/75,000 Miles Platinum $0 Deductible	$2,188.00
CPP--5/100	Chevrolet Protection Plan 5 Years/100,000 Miles Platinum $0 Deductible	$3,234.00
CPP--6/100	Chevrolet Protection Plan 6 Years/100,000 Miles Platinum $0 Deductible	$3,840.00

Options: Garber Chevrolet Buick GMC, Inc.

Order Code	Description	Price
3K	Additional Key and Fob Cut and Programmed	$246.00
TINT	Dealer Tint All Windows (Add $25 for Windshield Strip)	$246.00
DECALS	Design and Install Custom Decal Package	$525.00
VVS	Vent visors - stick-on style	$149.00
RS	Rainshields - flange style	$149.00
MATS	1st & 2nd Row HD Floor Liners (Weathertech or Equivalent)	$249.00
TTAG	Temporary Tag (Add $25 if Overnight Shipping Required)	$6.00
TRANS	Transfer Tag (Add $25 if Overnight Shipping Required)	$86.00

Order Code	Description	Price
YTAG	Yellow Tag (Add $25 if Overnight Shipping Required)	$117.00
BUA	Back Up Alarm; Dealer Installed	$138.00
PCR	LS Convenience Package includes (AG1) 8-way power driver seat adjuster, (AL9) 2-way power driver lumbar control and (AKO) deep-tined rear glass	$683.00
VK3	License plate front mounting package	$39.00
BTV	Remote Start	$298.00
PDG	LPO, Cargo Package includes (VRS) retractable cargo shade, LPO and (W2D) vertical cargo net, LPO (Not available with (CGY) retractable cargo shade.)	$193.00
PDY	LPO, Roadside Safety Package includes (RYT) First Aid Kit, LPO and (S08) Highway Safety Kit, LPO	$128.00
VXW	Molded assist steps	$793.00
1XR26/1LT	*Model Upgrade* 2020 Chevrolet Equinox (1XR26) FWD 4dr; LT Preferred Equipment Group	$1,198.00
1XR26/2LT/LTG	*Model/Engine Upgrade* 2020 Chevrolet Equinox (1XR26) FWD 4dr; LT Preferred Equipment Group; Engine, 2.0L Turbo, 4-cylinder, SIDI, VVT	$3,698.00
ALL UPFITS	PLEASE SEE GARBER'S LIGHTS AND UPFITS SECTION FOR A FULL LINE OF VEHICLE LIGHTING, TRUCK BODIES, VAN AND BIN PACKAGES, AND OTHER AVAILABLE VEHICLE ADDITIONS. WE CAN HELP YOU WITH JUST ABOUT ANYTHING YOU NEED!	$0.00

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Quote No: 4365230

Termination Value Schedule A

Refer to paragraph 3b of the Terms and Conditions of the lease for the use of this schedule which describes certain other charges that may be added to the Termination Value. For months beyond the original term the Termination Value will decrease by the amount of the "Monthly Fixed Charge".

Customer Name Village of Palmetto Bay

UNIT NO.
Contract Date:
Capitalized Price: $21,414.00

Monthly Rent $430.41
Term 60

Fixed Charge: $356.89
Lease Charge: $73.52

Month	Date	Termination Value	RBV
1		$21,128.42	$21,057.11
2		$20,839.91	$20,700.22
3		$20,549.19	$20,343.33
4		$20,256.26	$19,986.44
5		$19,961.13	$19,629.55
6		$19,663.05	$19,272.66
7		$19,362.77	$18,915.77
8		$19,060.29	$18,558.88
9		$18,754.86	$18,201.99
10		$18,447.96	$17,845.10
11		$18,138.13	$17,488.21
12		$17,825.35	$17,131.32
13		$17,511.10	$16,774.43
14		$17,193.91	$16,417.54
15		$16,874.52	$16,060.65
16		$16,552.18	$15,703.76
17		$16,227.64	$15,346.87
18		$15,900.89	$14,989.98
19		$15,571.94	$14,633.09
20		$15,240.05	$14,276.20
21		$14,906.68	$13,919.31
22		$14,569.64	$13,562.42
23		$14,231.13	$13,205.53
24		$13,889.68	$12,848.64
25		$13,546.03	$12,491.75
26		$13,200.16	$12,134.86
27		$12,852.10	$11,777.97
28		$12,501.09	$11,421.08
29		$12,147.87	$11,064.19
30		$11,791.72	$10,707.30
31		$11,434.09	$10,350.41

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Quote No: 4365230

Termination Value Schedule A

Refer to paragraph 3b of the Terms and Conditions of the lease for the use of this schedule which describes certain other charges that may be added to the Termination Value. For months beyond the original term the Termination Value will decrease by the amount of the "Monthly Fixed Charge".

Customer Name Village of Palmetto Bay

UNIT NO.
Contract Date:
Capitalized Price: $21,414.00

Monthly Rent $430.41
Term 60

Fixed Charge: $356.89
Lease Charge: $73.52

Month	Date	Termination Value	RBV
32		$11,073.53	$9,993.52
33		$10,710.76	$9,636.63
34		$10,345.04	$9,279.74
35		$9,977.13	$8,922.85
36		$9,607.00	$8,565.96
37		$9,234.67	$8,209.07
38		$8,859.40	$7,852.18
39		$8,482.66	$7,495.29
40		$8,102.25	$7,138.40
41		$7,720.36	$6,781.51
42		$7,335.53	$6,424.62
43		$6,948.50	$6,067.73
44		$6,559.26	$5,710.84
45		$6,167.82	$5,353.95
46		$5,773.43	$4,997.06
47		$5,376.84	$4,640.17
48		$4,977.31	$4,283.28
49		$4,576.31	$3,926.39
50		$4,172.36	$3,569.50
51		$3,765.48	$3,212.61
52		$3,357.13	$2,855.72
53		$2,945.83	$2,498.83
54		$2,532.33	$2,141.94
55		$2,116.63	$1,785.05
56		$1,697.98	$1,428.16
57		$1,277.13	$1,071.27
58		$854.07	$714.38
59		$428.80	$357.49
60		$0.60	$0.60

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FLEET MANAGEMENT

Attachment D

Cooperative Purchasing Agreements

Sourcewell (Formerly NJPA)

Address: 202 12th Street NE Staples, MN 56479 PO Box 219 | Phone: 877.585-9706 Website:

https://www.sourcewell-mn.gov/

Contract #: 060618-EFM | RFP #060618

Effective Dates: July 24, 2018 – July 24, 2022 | 5th year extension if accepted expires July 24, 2023

Eligibility: Must be a member of Sourcewell and agree to EFMT&C's

Pricing:

Factory Orders

- Acquisition:
  - US: Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising
- Acquisition Fee: US: $60
- Courtesy Delivery Fee: Variable $150-$450 depending on location
- Service Charge:
  - US: $400 fee per vehicle at the end of the lease
- Management Fee: 0.10% based on delivered cost of vehicle
- Interest Rate:
  - US: 3 year T-bill + 350 basis points

Dealer Stock

- Acquisition: Dealer Provided Invoice Less Applicable Incentives
- Acquisition Fee: US: $60 |
- Courtesy Delivery Fee: Variable $150-$450 depending on location
- Service Charge:
  - US: $400 fee per vehicle at the end of the lease
- Management Fee: 0.15% based on delivered cost of vehicle
- Interest Rate:
  - US: 3 year T-bill + 350 basis points

Additional Services (Factory Orders or Dealer Stock

- Fuel Program: No charge for WEX
- Physical Damage: $1000 deductible, average quoted $40 per month per vehicle but is based on underwriting and approval
- Accident Management: $100 per occurrence
- Maintenance Management: US: $6 per vehicle per month
- Full Maintenance: Pricing based on vehicle type and anticipated miles/kilometers driven over term
- GeoTab Telematics:
  - US: $26 per month for Base Mode or $29 per month for Pro Mode + tax + $49 per unit (one time charge)
- Samba Safety (MVR Monitoring): $299 one time set up fee, $2 per driver per month and can cancel driver at any time, $8.02 to accept to view an alert on a MVR change.
- Registration Fees: All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus $25 processing fee
- Resale Fee: For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units

Vehicle #	Department	Year	Make	Model	Current Odometer	Resale Estimate	VIN
5	Village of Palmetto Bay	2006	CHEVY	S-1500 Ext 4x4	91,000	$ 4,250	1GCEK19T36Z194482
9	Village of Palmetto Bay	2006	CHEVY	S-1500 Crew 4x4	91,000	$ 4,250	2GCEK13T961219175
3	Village of Palmetto Bay	2004	CHEVY	S-2500 Reg 4x4	105,000	$ 4,250	1GCHK24G24E173303
4	Village of Palmetto Bay	2004	CHEVY	S-2500 Reg 4x4	105,000	$ 4,250	1GCHK24GX4E173534
8	Village of Palmetto Bay	2004	CHEVY	S-2500 Reg 4x4	105,000	$ 4,250	1GCHK24G14E171803
10	Village of Palmetto Bay	2004	CHEVY	S-2500 Reg 4x4	105,000	$ 4,250	1GCHK24G94E174514
11	Village of Palmetto Bay	2004	CHEVY	S-2500 Reg 4x4	105,000	$ 4,250	1GCHK24G04E170951
14	Village of Palmetto Bay	2006	FORD	AEROTECH	91,000	$ 4,250	1FDXE45P36HB23973
21	Village of Palmetto Bay	2017	FORD	E-450	14,000	$ 4,250	1FDFE4FS2HDC01524
22	Village of Palmetto Bay	2017	FORD	E-450	14,000	$ 4,250	1FDFE4FS5HDC01520
13	Village of Palmetto Bay	2007	FORD	ELDORADO Shuttle Bus	84,000	$ 4,250	1FDXE45P77DA54262
15	Village of Palmetto Bay	2006	FORD	ELDORADO Shuttle Bus	91,000	$ 4,250	1FDXE45P56HB23974
6	Village of Palmetto Bay	2008	FORD	F-150 Reg 4x2	77,000	$ 4,250	1FTRF12W28KD08882
7	Village of Palmetto Bay	2008	FORD	F-150 Reg 4x2	77,000	$ 4,250	1FTRF12W08KD08881
2	Village of Palmetto Bay	2011	FORD	F-150 Reg 4x2	56,000	$ 4,250	1FTMF1CF9BFB78334
16	Village of Palmetto Bay	2013	FORD	F-150 Reg 4x2	42,000	$ 4,250	1FTMF1CM2DFC66644
17	Village of Palmetto Bay	2013	FORD	F-150 Reg 4x2	42,000	$ 4,250	1FTMF1CM4DFC66645
18	Village of Palmetto Bay	2015	FORD	F-150 Reg 4x2	28,000	$ 4,250	1FTMF1CP9FKE52797
19	Village of Palmetto Bay	2016	FORD	F-250 Reg 4x2	21,000	$ 4,250	1FTBF2A65GEC72580
20	Village of Palmetto Bay	2016	FORD	F-250 Reg 4x3	21,000	$ 4,250	1FTBF2A69GEC72579
12	Village of Palmetto Bay	2004	CHEVY	TAHOE	105,000	$ 4,250	1GNEK13T44R166414
1	Village of Palmetto Bay	2007	Cobra	Trike Motorcycle	84,000	$ 4,250	J88C4B16177015020

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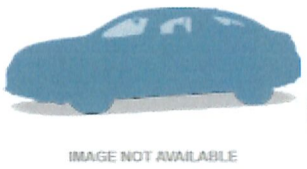
FLEET MANAGEMENT

Profile: Resale Value Comparison (247765)

Comparison Profile

Customer: Village of Palmetto Bay

Vehicle Comparison

	2020 Ford F-250 XL 4x2 SD Super Cab 6.75 ft. box 148 in. WB SRW X2A	2020 Ford F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB X1C	2020 Chevrolet Colorado WT 4x2 Extended Cab 6 ft. box 128.3 in. WB 12M53	2020 Chevrolet Equinox LS w/1FL Front-wheel Drive 1XP26	2020 Chevrolet Tahoe LS 4x2 CC15706
	 IMAGE NOT AVAILABLE				
Vehicle Type	3/4 Ton Pickup	1/2 Ton Pickup	Compact Pickup	SUV	Full Size SUV
Engine	6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	3.3L V6 PFDI	2.5L I4 DI DOHC VVT	1.5L Turbo DOHC 4-Cyl SIDI VVT	5.3L V8 EcoTec3
EPA MPG City	Not Available	19	20	26	15
EPA MPG Highway	Not Available	25	26	32	22
Acquisition Cost	$32,983	$32,709	$25,002	$26,476	$47,551
Total Actual Depreciation	$11,633	$17,144	$12,151	$15,415	$23,478
Total Fuel Cost	$13,175	$10,451	$9,992	$7,908	$12,453
Total Maintenance Cost	$4,320	$3,960	$3,600	$3,600	$3,945
Monthly Depreciation	$549.73	$545.16	$416.71	$441.28	$792.53
Monthly Management Fee	$32.98	$32.71	$25.00	$26.48	$47.55
Monthly Interest	$72.21	$71.63	$55.24	$58.37	$103.19
Monthly Use Tax	$0.00	$0.00	$0.00	$0.00	$0.00
Monthly Rent with Tax	$654.92	$649.50	$496.95	$526.12	$943.27
Lease Term	60 Months	60 Months	60 Months	60 Months	60 Months
Holding Period	5 Years	5 Years	5 Years	5 Years	5 Years
Annual Mileage	13,000	13,000	13,000	13,000	13,000
Cost Per Mile	$0.59	$0.62	$0.50	$0.53	$0.79
RBV at Term	$0	$0	$0	$0	$0
Expected Sales Price	$21,350	$15,565	$12,851	$11,061	$24,073
Estimated Equity at Term	$21,350	$15,565	$12,851	$11,061	$24,073

These calculators are intended to provide illustrative examples based on the stated assumptions. The calculations may change due to changes in the economic landscape such as fuel prices or changes in State jurisdictions. This information is not intended to provide guidance in areas like income taxes or technical accounting interpretations.

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Enterprise Fleet Management

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.17.2.1	5. Installation, operation and maintenance of dedicated charging and fueling stations;	Delete this number 5 in its entirety	August 9, 2018 Sourcewell* accepts
3.23.2	Vendor use of sub-contractors in sourcing or delivering equipment/product/services:	NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Suggested Solutions Options include:	August 9, 2018 Sourcewell* accepts
3.24	Geographic Area to be Proposed:	Refer to Enterprise Response #20.	August 9, 2018 Sourcewell* accepts
3.30.1	Deviations from industry standards	Delete this section in its entirety – all industry standard deviations is too broad and cannot be defined	August 9, 2018 Sourcewell* accepts
3.34	Warranty:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	August 9, 2018 Sourcewell* accepts
3.35	Additional Warrants:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only	August 9, 2018 Sourcewell* accepts

		remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	
5.31	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.32	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.35	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, aftermarket pricing, product pricing, market conditions, interest indexes and availability.	August 9, 2018 Sourcewell* accepts
5.44	SALES TAX	Delete the following two sentences: "Sales and other taxes should not be included in the prices quoted." "Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP."	August 9, 2018 Sourcewell* accepts August 9, 2018
5.53	Shipping	Delete this section in its entirety	Sourcewell* accepts
6.19.6.2	Printed Marketing Materials	Some EFM confidential materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.19.6.3	Contract announcements and advertisements.	Some EFM materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.26	Subcontractors:	Delete this section in its entirety – not applicable	August 9, 2018 Sourcewell* accepts
7.A 7.1 – 7.6	POST-AWARD OPERATING ISSUES A. SUBSEQUENT AGREEMENTS	This section is deleted in its entirety. A Master Lease Agreement will be executed between Enterprise FM Trust and NJPA Members.	August 9, 2018 Sourcewell* accepts

7.E 7.10 - 7.11	HUB PARTNER	Utilizing a HUB partner is at the discretion of Enterprise.	August 9, 2018 Sourcewell* accepts
7.F 7.12	TRADE-INS	Delete Trade-Ins section in its entirety and replace with the below language: CONSIGNMENT. Enterprise will sell Lessee's vehicles consigned to Enterprise by a Lessee as requested and with an executed Enterprise Consignment Agreement (attached to this RFP with Enterprise Lease Agreements). Additional forms may be required for California, Arizona and Canada.	August 9, 2018 Sourcewell* accepts
7.H 7.14 – 7.18	CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE	Delete this section in its entirety and replace with the following language - Either party may terminate this Agreement for any reason (convenience) by delivering not less than ninety (90) calendar days prior written notice thereof to the other party. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.	August 9, 2018 Sourcewell* accepts
7.C 7.8	REPORTING OF SALES ACTIVITY	Refer to Sample Reporting-Sourcewell spreadsheet provided by Enterprise on August 6, 2018.	August 9, 2018 Sourcewell* accepts
8.C 8.12	ASSIGNMENT OF CONTRACT	Delete this section 8.12 in its entirety	August 9, 2018 Sourcewell* accepts
8.H 8.18	FORCE MAJEURE	Delete this section 8.18 in its entirety and replace with the following language - Neither Sourecewell nor Enterprise Fleet Management will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. Sourcewell or Enterprise Fleet Management defaulting under this provision must provide the other party prompt written notice of the default.	August 9, 2018 Sourcewell* accepts
8.J 8.23	MATERIAL SUPPLIERS AND SUB-CONTRACTORS	Delete this section 8.23 in its entirety	August 9, 2018 Sourcewell* accepts

8.Q 8.32 – 8.33	Acquisition Threshold and Termination for Cause and for Convenience	Delete these sections 8.32 – 8.33 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.35 – 8.38	Construction Contracts; Employment of Mechanics or Laborers; Clean Air Act and the Federal Water Pollution Control Act	Delete these sections 8.35 – 8.38 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.42 – 8.43	Energy Policy and Conservation Act Compliance and Buy American Provisions Compliance	Delete these sections 8.42 - 8.43 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts

Proposer's Signature: _____ **Date:** 8-7-2018

NJPA's clarification on exceptions listed above:

*On June 6, 2018, National Joint Powers Alliance changed its name to Sourcewell.

LEGAL
HCP
Initials
August 9, 2018
Date

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FLEET MANAGEMENT SERVICES

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Enterprise Fleet Management Date: 6-5-2018

Company Address: 600 Corporate Park Drive

City: St. Louis State: Missouri Zip: 63105

CAGE Code/DUNS: 6Q1F8

Contact Person: Dain Giesie Title: AVP of Fleet Management

Authorized Signature: _____ Dain Giesie
(Name printed or typed)

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DocuSign Envelope ID: 3568D5A0-DAB3-40FC-8379-13E208C38BEE

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. 8-27-18

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by: Jeremy Schwartz
78144D820E6ME3...
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by: Chad Coauette
3F75ED2DA547448...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Enterprise Fleet Management, Inc. 8-27-18

Authorized Signatory's Title Assistant Vice President

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

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By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Enterprise Fleet Management, Inc.

Address: 600 Corporate Park Drive

City/State/Zip: St. Louis, Missouri, 63105

Telephone Number: 877-233-5338

E-mail Address: Dain.E.Giesie@efleets.com

Authorized Signature: _____

Authorized Name (printed): Dain Giesie

Title: AVP of Fleet Management

Date: 6-5-2018

Notarized

Subscribed and sworn to before me this 5th day of June, 20 18

Notary Public in and for the County of St Louis State of Missouri

My commission expires: 4-30-2022

Signature: Denise A Godar

DENISE A. GODAR
My Commission Expires
April 30, 2022
St. Louis County
Commission #14436199

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Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Enterprise Fleet Management

Questionnaire completed by: Dain Giesie, AVP of Fleet Management

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. Enterprise Fleet Management offers a variety of customizable leasing and financing options. We will work with each NJPA member to find the most cost-effective option for each vehicle application and situation.

Open-Ended Lease

Many educational and governmental agencies have difficulties funding a healthy vehicle life cycle. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows our customers to pay the minimum amount for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.

Closed-End Lease

- Fixed monthly costs convenient to budget
- No resale responsibilities
- Predetermined lease term and mileage (can still be customized to each vehicle contract)
- Over-mileage and abnormal wear and tear charges may apply
- Generally used for one- to three-year terms
- Vehicles are turned in at end of lease term

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Form P — PROPOSER QUESTIONNAIRE cont.

- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- **Lease to own Finance:** allows the customer to take ownership of the vehicle at the end of the financed/lease term.

Lease Terms

Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

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3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.

The local account manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs. We will work with each member to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the member.

We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, the Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

At this time, Enterprise Fleet Management does not accept the P-Card as payment. Enterprise can accept both EFT and ACH payments from our customers.

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Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Warranty repairs are honored by dealerships on behalf of the vehicle manufacturers. When warranty opportunities arise, Enterprise's National Service Department (NSD) weighs in and consults with the customer on the savings and benefits of getting work covered under warranty versus lost downtime to transport the vehicle to another service location if it is not currently at a dealer.

Enterprise maintains a strong working relationship with our manufacturer partners, and at times we will request goodwill assistance based on the nature of the repair, prior maintenance history, and current vehicle age and mileage. Our technicians proactively monitor repair estimates for possible warranty opportunities as well. There is no additional charge for this service.

- **Do your warranties cover all products, parts, and labor?**

Warranties vary by manufacturer, vehicle type, make and model, etc.

- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**

Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.

- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Most standard vehicle warranties do not cover these expenses.

- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?**

This will depend on the manufacturer's dealer network.

When needed, Enterprise's NSD will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.

- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**

All warranty coverages are provided by the applicable manufacturer.

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- **What are your proposed exchange and return programs and policies?**

In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.

The local account manager will perform a lifecycle cost analysis to make sure vehicles are being cycled and replaced at the proper time. We will also conduct a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs.

When determining lifecycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight on a more effective lifecycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients' vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients' total cost of ownership.

6) Describe any service contract options for the items included in your proposal.

Enterprise offers several maintenance programs designed to fit the needs of the member.

Please see Page 12 for details on our maintenance program options.

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Form P — PROPOSER QUESTIONNAIRE cont.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Enterprise Fleet Management leverages our relationships with manufacturers, dealers, maintenance/repair shops, and our company's own built-in infrastructure to provide the best solution for our customers. We work with nearly every manufacturer to sources vehicles that are cost-effective, comfortable, and meet the needs of our customers in various industries across the nation. We also have relationships both locally and nationwide for any needed aftermarket equipment or up-fitting services.

Our experience with managing vehicles and our success in the educational / government sectors has allowed Enterprise to lead the industry in this space. When combined with our affiliate Enterprise Holdings, our companies manage a fleet of 1.9 million vehicles, and we use this knowledge and experience to help our fleet customers build best-in-class fleet programs.

Enterprise Fleet Management can provide a wide range of vehicles from nearly any manufacturer, up to and including medium-duty vehicle classes. At this time we do not lease heavy-duty vehicles.

Enterprise Approach

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with each NJPA member agency to proactively create, implement and manage a cost-effective total transportation solution.

Work Plan

Enterprise will develop a strategic replacement schedule based on each member's current fleet data. After analyzing the fleet (year, make, model, maintenance spend, fuel spend and odometer reading of the vehicles) we will develop a replacement strategy designed to drive down total costs. We take a number of factors into consideration when making our replacement recommendations, such as age of the vehicle, current odometer reading, average maintenance spend, current fuel economy, estimated resale value, etc.

We look at the total cost to hold each depreciating asset in fleet and make recommendations based on the most cost-effective time to replace a vehicle. The Fleet Replacement Schedule is then used to benchmark and forecast future costs of vehicle replacement.

Enterprise will execute the agreed-upon plan by providing a local, dedicated account management team to ensure the success and efficiency of the program, including consultation and creation, implementation and ongoing management. This role is pivotal to the core value proposition that Enterprise Fleet Management provides because it gives our customers a local point of contact for all fleet-related needs.

Enterprise Fleet Management will provide a lowest cost of ownership program by managing a fleet replacement schedule, providing ancillary services that control operating expenses, and monitoring and reviewing the efficiency of the program and relationship. Our goal is to provide a consistently high level of customer satisfaction and to exceed expectations.

Remarketing

Remarketing is one of the single most important components of our program. Subsequently, we pride ourselves on having our fingers on the pulse of the used car market at all times. The used car market is a constantly moving target, and the local Fleet Strategy Manager and Account Manager work closely to pinpoint trends that can impact our clients' resale values.

Examples include over-mileage, market strengthening/softening of a certain vehicle type, seasonal trends, dealer preferences, etc. Regarding the sale of our clients' vehicles, we prefer to sell directly to dealers. While there are times when a car may perform better at an auction, more often than not we find that we can sell that vehicle directly to the dealer for the same money, which allows us to avoid several hundred dollars in fees from the auction and we pass those savings along to our clients.

Form P — PROPOSER QUESTIONNAIRE cont.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Complete the attachment shown below in Excel format and submit as part of your pricing response. The workbook is included as part of the forms package and is titled "Pricing Grid."

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting.

Please see the completed pricing grids for the U.S. and Canada on the following pages.

Pricing Grid

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used			
Basis Points(addor)			
Factory Order Vehicles	Domestic		
Factory Order Vehicles	Foreign		
Dealer Stock Vehicles	Domestic		
Dealer Stock Vehicles	Foreign		
% Incentives Passed to Customer			
Federal Tax Incentives			
State Tax Incentives			
Manufacture Incentives			
Maintenance			
Fixed Maintenance			
Occurance Maintenance			
Fees			
Management Fee			
Service Charge			
Lease Termination Fee			
Interim Interest	Yes / No		How is it calculated?
Resale Fee			
Provide fees not listed + rate			

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Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(addor)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus $60 acqusition fee plus coutesey delivery fee (variable $150-$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus $60 acqusition fee plus coutesey delivery fee (variable $150 $450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus $60 acqusition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus $60 acqusition fee, subject to dealer availability
% Incentives Passed to Customer			
Federal Tax Incentives			100% of end user eligible incentives are passed to the member
State Tax Incentives			100% of end user eligible incentives are passed to the member
Manufacture Incentives			100% of end user eligible incentives are passed to the member
Maintenance			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance			$6 per month card fee per vehicle plus cost of service and parts
Fees			
Management Fee			0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles
Service Charge		$400	
Lease Termination Fee			$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.
Interim Interest		Yes / No NO	How is it calculated?
Resale Fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:			$2 per month per card
Physical Damage:			$1000 deductable, average quoted $40 per month per vehicle but is based on underwriting and approval
Accident Management:			$100 per occurrence
Maintenance Management:			$6 per vehicle per month
Full Maintenance:			Pricing based on vehicle type and anticipated miles driven over term
GeoTab Telematics:			$26 per month for Base Mode or $29 per month for Pro Mode + tax + $49 per unit (one time charge)
Registration Fees:			All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus $25 processing fee

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Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(addor)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus $60 acqusition fee plus coutesey delivery fee (variable $150-$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus $60 acqusition fee plus coutesey delivery fee (variable $150-$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus $60 acqusition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus $60 acqusition fee, subject to dealer availability
% Incentives Passed to Customer			
Federal Tax Incentives			100% of end user eligible incentives are passed to the member
State Tax Incentives			100% of end user eligible incentives are passed to the member
Manufacture Incentives			100% of end user eligible incentives are passed to the member
Maintenance			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance			$6 per month card fee per vehicle plus cost of service and parts
Fees			
Management Fee			0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles
Service Charge		$400	
Lease Termination Fee			$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement
Interim Interest	Yes / No		How is it calculated?
	NO		
Resale Fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of $395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:			$2 per month per card
Physical Damage:			$1000 deductable, average quoted $40 per month per vehicle but is based on underwriting and approval
Accident Management:			$100 per occurrence
Maintenance Management:			$6 per vehicle per month
Full Maintenance:			Pricing based on vehicle type and anticipated miles driven over term
GeoTab Telematics:			$26 per month for Base Mode or $29 per month for Pro Mode + tax + $49 per unit (one time charge)
Registration Fees:			All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus $25 processing fee

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9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Vehicles are priced at invoice vs. MSRP. Members will receive the Manufacturer or Dealer published invoice less 100% of applicable incentives.

10) The pricing offered in this proposal is

_____ **a. the same as the Proposer typically offers to an individual municipality, university, or school district.**

__X__ **b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.**

_____ **c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.**

_____ **d. other than what the Proposer typically offers (please describe).**

11) Describe any quantity or volume discounts or rebate programs that you offer.

Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and up-fit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.

For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise's standard service. Some geographical limitations may apply.

Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.

Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.

The equipment can be billed up front or capitalized as a part of the lease structure, subject to credit worthiness. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.

Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.

13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout this response.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate rental location — who are available to assist with vehicle delivery and pick-up.

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Form P — PROPOSER QUESTIONNAIRE cont.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.

Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Enterprise will set a pricing plan up for the NJPA program within our system. This pricing plan will be hard-coded for all NJPA members and cannot be deviated from by any sales or support team member.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Enterprise will offer NJPA and your members access to our fleet management program and pay NJPA a quarterly marketing fee ("Quarterly Incentive") based upon the volume of Combined New Deliveries generated as defined below.

The Quarterly Incentive will be based on the Combined New Deliveries to Qualified Members, and will be paid quarterly.

Deliveries to Qualified Members (August 1 to July 31)	$100 per delivery

Qualified Members *are eligible members who utilize the Agreement between NJPA and Enterprise Fleet Management as an approved means to satisfy their proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market-by-market basis.*

Form P — PROPOSER QUESTIONNAIRE cont.

Industry-Specific Questions

19) Describe your available vehicle maintenance program(s).

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- The organization can setup and send automatic service reminders through Enterprise's website

The Enterprise Full Maintenance Program facilitates greater overall cost control for our customers, eliminating unexpected repair costs, the hassle of budgeting for repairs, and expense reporting for the driver. The program is comprehensive and will not change due to inflation.

Maintenance Management

With the Maintenance Management program, Enterprise's team of Automotive Service Excellence (ASE) certified technicians facilitate maintenance and repairs to ensure that proper, quality work is completed at a fair and competitive price. This is our pass-through maintenance program, which allows us to fully manage, track and consult on maintenance services for a flat monthly fee.

Please see Page 11 for further details.

All other marks are the property of their respective owners.

Form P — PROPOSER QUESTIONNAIRE cont.

20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.

Enterprise Fleet Management, together with our affiliate company Enterprise Holdings, is a total transportation solution for many of our customers. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your transportation needs under one company. More information on these unique business lines can be provided.

Rental Services

Through our affiliate rental brands Enterprise Rent-A-Car and National Car Rental, we can easily set up and manage rentals for our fleet customers. This can be included in our Full Maintenance pricing, or billed as needed with our Maintenance Management program.

21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.

Enterprise can acquire nearly any commercially available battery electric vehicle or plug-in hybrid vehicle through our dealer network or through factory ordering when available. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.

Please see pages 37 through 39 for more details on our sustainability programs.

22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.

Enterprise follows the manufacturer-specific maintenance schedule in order to maintain vehicle warranty. Our maintenance program can be customized depending on the situation and vehicle usage, including natural gas vehicles and propane vehicles when available.

Signature: _____ Date: 6-5-2018

ORDINANCE 2020-____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PRIVATE DEVELOPMENT PROJECTS; AMENDING SECTION 30-30.2(D) OF THE VILLAGE'S ZONING CODE BY ESTABLISHING THAT ALL NEW APPLICATIONS FOR DEVELOPMENT SHALL ONLY BE ACCEPTED BETWEEN APRIL 15TH AND NOVEMBER 30TH OF EACH YEAR; REQUIRING THAT A POTENTIAL DEVELOPER MAKES A PRESENTATION AT A MEETING BEFORE THE GENERAL PUBLIC REGARDING A PROPOSED DEVELOPMENT PROJECT FOR THE PURPOSE OF DISCUSSING THE PROJECT PARAMETERS AND CHARACTERISTICS AND TO RESPOND TO QUESTIONS AND INQUIRIES FROM THE RESIDENTS; PROVIDING THAT A MEETING SHALL BE HELD AT LEAST TWO WEEKS PRIOR TO COUNCIL DELIBERATIONS ON A PROPOSED PROJECT; PROVIDING THAT ALL RELEVANT QUESTIONS BY RESIDENTS MAY BE ASKED AT THE MEETING; PROVIDING FOR FACILITATION OF THE MEETING BY THE VILLAGE PUBLIC INFORMATION OFFICER; REQUIRING ANSWERS TO BE GIVEN BY STAFF AND THE DEVELOPER RELEVANT TO THE PROPOSED PROJECT; REQUIRING AT LEAST 7-DAYS PUBLIC NOTICE FOR THE MEETING; REQUIRING THAT A MEETING TAKES PLACE ON THE EVENING OF A REGULAR SEMESTER SCHOOL DAY OF THE MIAMI-DADE PUBLIC SCHOOLS; PROVIDING FOR EXCEPTIONS, CODIFICATION, AND REPEALING RESOLUTION 2018-14; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Village Council prides itself on transparency and open government; and

WHEREAS, new development in the Village has a great impact on the quality of life of the residents of the Village; and

WHEREAS, it is appropriate for developers to present to the general public information available on their proposed project, inclusive of responding to questions and inquiries from the residents; and

WHEREAS, the scheduling of the presentations in advance of Council considerations will allow sufficient time for residents to address

any and all questions and concerns to the potential developer, which also reduces the amount of time to be dedicated to project discussions during a Council meeting where time is more limited; and

WHEREAS, the presentations should be meaningful in the scope of information presented, in the time allowed and required for the presentation, in the time for when the presentations are scheduled, and with sufficient advance notice given for such presentation; and

WHEREAS, such presentations being part of the application review process, they shall not take place during such periods when there are development moratoria or Zoning in Progress Ordinances in effect for the properties to be developed.

NOW THEREOFORE. BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. Resolution 2018-14 is repealed in its entirety.

Section 2. Section 30-30.2(d) of the zoning code of Ordinances is added as follows:

Section 30-30.2(d): applications for development after the effective date of this Ordinance shall only be accepted by the Village between April 15th and November 30th of each year, except for residential projects of five units or less, and any commercial projects of 15,000 square feet or less.

Section 3. Presentations required. Private developers of residential and/or commercial projects which are greater than 5 units and which shall require Council approval to develop, shall make a presentation to the general public no later than two (2) weeks prior to Council deliberations. At which time, traffic studies, plans, architectural presentations and any and all other pertinent information by professionals working on the project shall be presented to the public for public discussion, inquiries and questions.

Section 4. Notice. Developers shall schedule the presentations with the Village Clerk and notice of the meeting shall be placed on the official website of the Village of Palmetto Bay at least seven (7) calendar days prior to the meeting.

Section 5. Meeting procedure. The meeting for such presentation shall take place on the evening of a regular semester school day of the Miami-Dade County Public Schools. The meeting shall allocate equal time to the developer and the public, for a minimum of fifteen (15) minutes for the presentation of the developer, and fifteen (15) minutes for questions by the public, whereby the developer and any Village staff present will attempt to answer all relevant questions from the public to the best of their ability. The said meeting shall be facilitated by the Village's Public Information Officer.

Section 6. Effective Date. This Ordinance shall become effective upon adoption.

FIRST READING: March 2, 2020

SECOND READING: _____

PASSED and ENACTED on SECOND READING this ___ day of _____, 2020.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria
Village Attorney

VOTE UPON FIRST READING:

Mayor Karyn Cunningham _____

Vice Mayor John Dubois _____

Council Member David Singer _____

Council Member Patrick Fiore _____

Council Member Marsha Matson _____

FINAL VOTE AT ADOPTION ON SECOND READING:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

ATTACHMENT A

To: Honorable Mayor and Village Council — Date: August 28, 2019

From: Councilmember Masha Matson — Re: Developer Community Presentations

PURPOSE OF THE PROPOSED ACTION:

The purpose of this Amendment to Resolution 2018-14 is to clarify the procedures to be followed for the Developer Presentations required by Resolution 2018-14.

MAJOR POINTS/REASONS FOR THE PROPOSED ACTION:

It appears that some of the presentations have been ineffective due to insufficient notice, short time period, inopportune time during vacations when fewer residents attend, and restrictions on questions. The existing Resolution does not clarify when and how the developer presentation has to occur, except that it has to occur at least 2 weeks prior to Council consideration. The proposed additions will strengthen Resolution 2018-14, and the developer presentation will become more meaningful and informative for the public.

The additions make it clear that the presentation should be on the evening of a regular semester public school day, which avoids the perception that matters are considered when many residents are absent.

PRELIMINARY ESTIMATE OF THE COST OF IMPLEMENTATION

None, as the Resolution simply amends an existing Resolution with specific notice and procedural guidelines.

SOURCE OF FUNDS TO PAY SUCH COSTS:

Not applicable.

ITEM 12B

To: Honorable Mayor and Village Council

Date: January 6, 2020

From: Village Manager Edward Silva

Re: General Fund Balance Policy

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO FUND BALANCE POLICY; IDENTIFYING THE FUND BALANCE LEVEL TO ENSURE UNINTERUPTED OPERATIONS FOR THE VILLAGE GOVERNMENT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:
The Village of Palmetto Bay has been able to maintain a comfortable fund balance for emergencies and to support operations to date. Past Council and Administration had informally set aside $2,500,000 for emergencies. The Village had a formal study performed by the Government Finance Officers Association to identify the Villages fund balance needs based upon the Villages particular risks.

The proposed Fund Balance Policy establishes a benchmark that maintains operations and covers emergencies should the occasion arise. The policy also covers when and how the funds are used and replenished.

FISCAL IMPACT:
No fiscal impact.

RECOMMEDATION:
Approval is recommended.

ATTACHMENTS:
Fund Balance policy

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO FUND BALANCE POLICY; IDENTIFYING THE FUND BALANCE LEVEL TO ENSURE UNINTERUPTED OPERATIONS FOR THE VILLAGE GOVERNMENT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (*Sponsored by Administration*)

WHEREAS, the Government Finance Officers Association (GFOA) performed a risk-based analysis of General Fund reserves and offered suggestions for fund balance reserves; and

WHEREAS, the Village used the GFOA study as the basis for a Fund Balance Policy to formalize assignments and provide guidance on the use of Fund Balances; and

WHEREAS, the Village of Palmetto Bay's Fund Balance Policy (Attachment A) will provide a means to ensure the continued uninterrupted operation of the Village of Palmetto Bay.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The above whereas clauses are incorporated by reference into this ordinance.

Section 2. The Village Manager is to ensure that the identified Fund Balances are maintained.

Section 3. The Village Manager is to ensure that the categories and amounts are reviewed for appropriateness.

Section 4. The Village Manager is to ensure that all procedures in the Fund Balance policy for use and replenishment are met.

PASSED and **ADOPTED** this ___ day of _____, 2020.

First Reading: FEBRUARY 3, 2020

Second Reading: _____

Attest:

_____ _____

Missy Arocha Karyn Cunningham

Village Clerk Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria

Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

FUND BALANCE / NET ASSET POLICY

I. Purpose

The Village hereby establishes and will maintain reservations of fund Balances, as defined herein, in accordance with Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. Fund Balances shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

The Village hereby establishes a fund balance / net assets policy tailored to the needs of the Village to insure against unanticipated events that would adversely affect the financial condition of the Village and jeopardize the continuation of necessary public services. This policy will ensure the Village maintains adequate fund balance / net assets and reserves in the Village's various operating funds to provide the capacity to: (1) provide sufficient cash flow for daily financial needs, (2) secure and maintain investment grade bond ratings, (3) offset significant economic downturns and revenue shortfalls , and (4) provide funds for unforeseen expenditures related to emergencies.

II. Definitions of Fund Balance/Net Assets

Fund Balance of Governmental Funds:

Fund Balance - As defined by the *Governmental Accounting, Auditing and Financial Reporting* of the Government Finance Officers Association, fund balance is "The difference between assets and liabilities reported in a governmental fund."

Non-Spendable Fund Balance – Amounts that are (a) not in spendable form or (b) legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and items such as long-term amount of loans and notes receivable, as well as property acquired for resale. The corpus (or principal) of a permanent fund is an example of an amount that is legally or contractually required to be maintained intact.

Restricted Fund Balance – Amounts that can be spent only for specific purposes stipulated by (a) external resource providers (such as creditors, grantors, or contributors), or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance – Amounts that can be used only for the specific purposes determined by a formal action (ordinance or resolution) of the Village Council, the Village's highest level of decision making authority. Commitments may be changed or lifted only by the Village Council taking the same formal action (ordinance or resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned Fund Balance – Consists of amounts that the Village intends to use for specific purposes that are neither restricted nor committed; the intent shall be expressed by the management of the Village.

Unassigned Fund Balance – Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

Net Assets of Proprietary Funds:
(NOTE: The Village does not have any fund under this category at this time)

Restricted Fund Balance – Amounts that can be spent only for specific purposes stipulated by (a) external resource providers (such as creditors, grantors, or contributors), or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Assets – The residual balance of net assets after the elimination of the amounts invested in capital assets net of related debt and the restricted net assets.

III. SPENDING ORDER OF FUND BALANCE

The Village uses restricted amounts to be spent first when both restricted (Non-Spendable Fund Balance and Restricted Fund Balance) and unrestricted fund balances (Committed Fund balance, Assigned Fund Balance and Unassigned Fund Balance) are available unless there are legal documents/contracts that prohibit doing this, such as grant agreements requiring dollar for dollar spending. Additionally, the Village would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

IV. POLICY

The Village will maintain reservations of unassigned fund balance in the General Fund. The Village shall retain the minimum requirement for each fund listed below.

A. General Fund There shall be a reserve balance in its unassigned fund balance for the following categories and amounts:

Declared Emergencies	$650,000
Community Growth	$500,000
Litigation Reserves	$350,000
Revenue Volatility	$1,000,000
Asset Repairs or Replacement	$2,200,000
Operating Cash Flow	Two (2) months of prior year Expenditure Budget

The reserve shall be in addition to all other categories of fund balance which include Non-Spendable, Restricted, Committed and Assigned. In any fiscal year where the Village is unable to fund the reserve balance of Unassigned fund balance as required in this section, the Village shall not budget any amount of unappropriated fund balance for the purpose of balancing the budget.

V. **Utilization of Surplus Reserves** In the event that the unassigned fund balance of the General Fund exceed the amounts set forth above, the excess may be utilized for any lawful purpose. Nevertheless, it is recommended that priority be given to utilizing the excess within the fund in which it was generated. It may also be used for one-time costs including the establishment of or increase in legitimate restrictions, commitments or assignments of fund balance or restrictions of net assets.

VI. **Replenishment of Reserve Deficits** If, at the end of any fiscal year, the actual amount of unassigned fund balance or unrestricted net assets falls below the required fund levels set forth herein, the Village Manager shall prepare and submit a plan for expenditure or expense reductions and / or revenue increases to the Village Council. As a part of the annual budget review, the Village Council shall review and, if necessary, amend the plan submitted by the Village Manager for restoring the amounts of unassigned fund balance or unrestricted net assets to the required levels.

VII. **Annual Review** Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process.

The Government Finance Officers Association

A Risk-Based Analysis of General Fund Reserve Requirements for the Village of Palmetto Bay

GFOA Reserve Analysis for the Village of Palmetto Bay

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GFOA Reserve Analysis for the Village of Palmetto Bay

Executive Summary

Reserves are the cornerstone of financial flexibility. Reserves provide a government with options for responding to unexpected issues and a buffer against shocks and other forms of risk. Managing reserves, however, can be a challenge. The main question is how much money to maintain in reserve—how much is enough and when does it become too much? This is a sensitive question, since money held in reserves is money taken away from constituents, and it could be argued that excessive reserves should be returned to citizens.

The Village of Palmetto Bay (the "Village") has been considering this question and has engaged the Government Finance Officers Association (GFOA) to analyze its General Fund reserve requirements based on an assessment of the Village's risks compelling it to require a reserve. This report is intended to inform the policy the Village might adopt on how much fund balance to retain in the General Fund as a reserve against risk.

The GFOA analyzed a variety of distinct risk factors to judge its implications for the Village's reserve strategy. Analyzing risks and, consequently, sizing a reserve requires estimating highly uncertain events, like natural disasters and economic downturns. To guide the analysis, GFOA used the "Triple-A" approach to assessing uncertainty:

- **Accept.** First we must accept that we are subject to uncertainty, including events that we have not even imagined.
- **Assess.** Next, we must assess the potential impact of the uncertainty. Historical reference cases are a useful baseline.
- **Augment.** The range of uncertainty we really face will almost always be greater than we assess it to be, so we should augment that range. Historical reference cases provide a baseline, but that baseline may not be adequate to account for all future possibilities.

After analyzing the risks using the Triple-A approach, GFOA stepped back from the individual risk factors to consider how the risk analysis leads to a coherent overall strategy for managing risks through financial reserves.

Below is a summary of the risk factors that influenced GFOA's recommendation, with the more detailed analysis available in Section 3 of the report. Following the risk factor summary is a brief description of how GFOA arrived to an overall recommendation for reserves.

Primary Risk Factor – Extreme Events and Public Safety. Located along the Florida coast, Palmetto Bay is subject to the risk of hurricanes. While the Village has never been directly hit by a hurricane and is heavily insured, it is a plausible risk and the non-reimbursable cost of damages are a concern. The GFOA gathered data points on damages incurred by other Florida municipalities that were directly hit by a hurricane. Accounting for the uncertainty of hurricanes in general, a reserve of $552,000 was determined to cover non-reimbursable cost related should the Village be directly hit by a hurricane.

Primary Risk Factor – Capital Repairs and Replacement. An analysis of Palmetto Bay's assets revealed that 11.59 miles of its roads and two other capital assets have a high risk for failure. Based on the

number of the Village's capital assets and a projected life of 30 years, we determined a reserve for roads and other capital assets. For the roads, we applied the Triple-A approach in order to account for the uncertainty of premature failure and double the total replacement value to $1.0 million. For the other capital assets, a one-time reserve of $320,000 is sufficient to capture the replacement needs of the two high-risk assets.

While there is not a specific reserve needed for buildings since none were identified as being in critical condition, the Village's should consider an asset management sinking fund for maintenance and capital repairs for its assets. The policy describes one way to determine an amount for asset maintenance is to reserve 2 percent of the current replacement value. In this case Palmetto Bay has approximately $51.0 million in assets, which equates to $1.0 million for a sinking maintenance and capital repairs fund.

Primary Risk Factor – Growth of the Community. A proposed development in Palmetto Bay is estimated to add 5,270 new residents to the Village as well as new commercial development. With population growth, municipalities are concerned about the lag time between when revenues are received from the new development and when residents move. To estimate current cost of services, we calculated cost per resident and applied that to the projected population. For revenues, we evaluated the revenues received per applicable unit of measurement, e.g. property tax per housing unit, property tax per commercial square foot, utility tax per new resident, etc. Factoring the uncertainty associated with community growth, such as macroeconomic factors that may impact a development, the Village should be prepared to cover approximately $476,000 in costs that will need to be incurred to service the new development before the revenues from the new development becomes available to the Village.

Second Risk Factor – Revenue Volatility. GFOA's analysis shows that Palmetto Bay's General Fund revenues can be fairly volatile. An analysis of the past history and application of the Triple-A approach show that it would be prudent for the Village to be prepared to address a potential 10.6 percent decline General Fund revenues or $1.45 million.

Secondary Risk Factor – Legal Claims. The Village does not have great vulnerability to unexpected expenditures spikes for operations, though lawsuits are always a possibility. Florida municipalities have a limited liability for damages for a maximum $200,000 under state statute. Applying this maximum liability, the Village should reserve an amount of $200,000 for such purposes.

Recommendations. As outlined below, there are implied reserve amounts[1] for each risk, but in determining the final reserve target, we cannot merely sum up the figures in the table below. We must consider the issues of risk "interdependency" or the relationship between different risk factors and the probability of the risk occurring.

If there is a great deal of dependency between the risks, then when one risk occurs it is highly likely that the others will as well. For these risks, it is wise to hold reserves in the full amount of implied reserve for each dependent risk factor. However, if there is some degree of independence, then it is highly unlikely

[1] Targets have been rounded to nearest "whole" numbers for ease of use in policy making. Also, see the main body of the report for a discussion of the independence of the risk factors and the implication for sizing the reserve.

that the independent risks will occur at one time so holding the full implied reserve amount for each independent risk might be excessive. The Village's major risk dependency is between public safety risks and capital repairs and replacement. When risks are likely to occur, it is wise to hold full implied reserve amount. When risks have a low probability of occurring and are independent of one another, then it is possible to hold less than the implied reserve amount. As such, the Village may not want to hold full reserves to cover both capital repairs and replacement and revenue volatility.

In determining its reserve target, Palmetto Bay should consider two factors that are relevant to sizing a reserve:

- **Government size:** As a smaller municipality, Palmetto Bay will generally have more vulnerability to risk because it has a less diverse tax base and less diverse resources to draw upon than a much larger municipality. This suggests a reserve at the higher end of the range suggested by GFOA.
- **Borrowing capacity:** The Village does not have significant debt or large capital needs in the future. This suggests that the Village has financial flexibility should it need access to capital as it does have the capability to assume more risk with lesser reserves.

Ultimately, Palmetto Bay will need to assess its appetite for risk. If the Village is more risk averse, then it could reserve the total of the implied reserve amount of $4.0 million or approximately 29 percent of General Fund revenues. If the Village has a larger appetite for risk, it could reserve $2.6 million or 19 percent of its General Fund revenues. This amount does not include the implied risk for both capital repairs and replacement and revenue volatility, but the mid-point for the individual risk factors. The $1.0 million for a sinking maintenance and replacement fund is included in both the risk averse and less risk averse columns as it is a known liability and not a matter of risk.

Specific Risk to General Fund	Risk Averse Amount	Less Risk Averse Amount
Extreme events and public safety: hurricanes	$552,000	$552,000
Community growth	$476,000	$476,000
Capital repairs and replacement	$1.3 million	$1.4 million
Revenue volatility	$1.5 million	
Expenditure volatility: lawsuit	$200,000	$200,000
TOTAL	$4.0 million	$2.6 million
Percent of General Fund 2013 Revenues	29%	19%
Additional Reserve		
Maintenance of capital assets	$1.0 million	$1.0 million
GRAND TOTAL	$5.0 million	$3.6 million

GFOA Reserve Analysis for the Village of Palmetto Bay

Section 1 - Introduction

Reserves are the cornerstone of financial flexibility. Reserves provide a government with options to respond to unexpected issues and afford a buffer against shocks and other forms of risk. Managing reserves, though, can be a challenge. Foremost, is the question of how much money to maintain in reserve? How much is enough and when does a reserve become too much? This can be a sensitive question because money held in reserve is money taken from constituents and the argument could be made that excessive reserves should be returned to citizens in the form of lower taxes or additional services.

The Village of Palmetto Bay (the "Village") has been considering this question recently, especially in light of its vulnerability to hurricanes as well as other risks that municipal governments must often manage. The Village engaged the Government Finance Officers Association (GFOA) to help produce an answer. GFOA is a non-profit association of over 17,000 state and local government finance professionals and elected officials from across North America. A key part of GFOA's mission is to promote best practices in good public finance, including reserve policies.

GFOA's approach to reserves does not suppose "one-size-fits-all." GFOA's "Best Practice" on general fund reserves recommends, *at a minimum*, that general-purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures (i.e., reserves equal to about 16 percent of revenues).[2] However, this 16 percent is only intended as a baseline, and it needs to be adjusted according to local conditions. To make the adjustment, GFOA worked with the Village to conduct an analysis of the risks that influence the need for reserves as a hedge against uncertainty and loss.

A "risk" is defined as the probability and magnitude of a loss, disaster, or other undesirable event.[3] The GFOA's framework of risk assessment is based on the risk management cycle: identify risks; assess risks; identify risk mitigation approaches; assess expected risk reduction; and select and implement mitigation method. The framework focuses primarily on risk retention, or using reserves, to manage risk. However, the framework also encourages the Village to think about how other risk management methods might alleviate the need to retain risk by building up larger fund balances. In other words, can the Village manage its risks in some other way besides holding a reserve? Hence, a thorough examination of the risk factors should not only help lead to customized reserve target size, but also improve the Village's understanding of the risks it faces and its overall financial risk profile.

As first step to this project, GFOA conducted a basic review of the risk factors that generally influence the amount of reserves a municipal government should hold.[4] This review enabled the Village and GFOA

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[2] GFOA Best Practice. "Appropriate Level of Unrestricted Fund Balance in the General Fund." GFOA. 2009.

[3] Definition of risk taken from: Douglas W. Hubbard. *The Failure of Risk Management: Why It's Broken and How to Fix It.* John Wiley and Sons, Inc. Hoboken, New Jersey. 2009.

[4] The risk factors and basic review method were developed and published in the GFOA publication: Shayne C. Kavanagh. *Financial Policies*. (Government Finance Officers Association: Chicago, IL) 2012.

to classify factors as primary risks or as secondary risks. Exhibit 1.1 lists how the risk factors were classified.

Exhibit 1.1 – Categorization of Risk Factors that Influence Reserve Levels for Palmetto Bay	
Primary Risk Factor	
Vulnerability to Extreme Events and Public Safety Concerns (particularly hurricanes)	
Capital Repairs and Replacement	
Growth of the Community	
Secondary Risk Factors	
Revenue Volatility	Expenditure Volatility
Dependency of other funds on the General Fund	Liquidity / Cash Flow
Leverage	

The rest of this report is composed of the following sections;

- **The Approach to Uncertainty.** Risks are, by definition, uncertain events. This section describes the "Triple-A" approach to analyzing and planning for uncertain events. The Triple-A approach was used to analyze the risk factors described in Exhibit 1.1.
- **Primary risk factor analysis.** This section analyzes the risk posed by revenue volatility and sales taxes and transit occupancy taxes in particular. This section also addresses risks the Village faces from earthquakes and the reserves needed to be able to respond effectively.
- **Secondary risk factor analysis.** This section review secondary risk factors that have less weighty implications for the Village's general fund reserve strategy.
- **Final recommendation.** This final section of the report presents the conclusion of the analysis. It addresses a target reserve level for the Village's general fund and provides other suggestions to improve the financial health of the Village as well as to support a sustainable reserve strategy.

Section 2 - The Approach to Uncertainty

Risks are inherently uncertain. The accomplished forecasting scientist, Spyros Makridakis, has suggested a "Triple-A" approach for dealing with highly uncertain phenomena.[5]

1. **Accept.** First we must accept that we are subject to uncertainty. For example, Palmetto Bay's location on the Florida coast makes it vulnerable to extreme events. We must accept that this may place great uncertainty on how the Village's population and infrastructure could be affected.
2. **Assess.** Next, we must assess the potential impact of the uncertainty. Past history can provide a useful reference point. To illustrate, Section 4 of the report reviews the Village's General Fund revenues in the past ten years to identify volatility.
3. **Augment.** The range of uncertainty we actually face will almost always be greater than what we assess it to be, so we should augment that range. For example, we will later see, in Section 3, losses incurred by Floridian municipalities from hurricanes reflect great variation regardless of

[5] See: Spyros Makridakis, Robin Hogarth, and Anil Gaba. *Dance with Chance: Making Luck Work for You*. (Oneworld Publications: Oxford, England). 2009.

magnitude. As a rule of thumb, Makridakis suggests doubling your range of uncertainty if you have little historical data to rely on or multiplying it by 1.5 if you have more.

We will refer to the Triple-A approach and its guidelines throughout the analysis.

Section 3 - Analysis of the Village's Primary Risks

This section presents the analysis of the Village's primary risks – public safety concerns arising from hurricanes, capital repairs and replacement, and growth of the community. Sub-section "A" will address hurricanes, "B" will address capital repairs and replacement, "C" will address growth of the community.

A. Hurricanes

Municipalities have insurance policies to safeguard against the risk of extreme events. Palmetto Bay has insurance coverage through the Florida League of Cities, Inc., who estimated if all the buildings in the Village, including contents and properties in the open, were completely totaled, then the it would cover approximately 95.2 percent of the total damages and the Village's deductible would be for the remaining 4.8 percent. If the Federal Emergency Management Agency (FEMA) declares an event a disaster, then municipalities see reimbursement of about 75 percent of their costs through FEMA.

Past hurricanes have significantly impacted Miami-Dade County, resulting in FEMA declaring the County a disaster area. Located within Miami-Dade County, FEMA's disaster declaration also extends to Palmetto Bay. The most recent FEMA disaster declarations occurred in 2005 when Hurricane Katrina and Hurricane Wilma caused damages to the County. For both hurricanes the Village was not directly hit, though sustained minor damages, requiring minimal clean up and repair at an estimated $100,000. While the Village has an agreement with Miami-Dade County for rescue and clean-up efforts related to such events, it opted to respond to these events itself instead.

In order to calculate a reserve amount, it is important to consider the worst case scenario in which Palmetto Bay is directly hit by a hurricane.[6] Since Palmetto Bay has only indirectly been hit by hurricanes, GFOA identified Florida municipalities, including those that bordered the coast like Palmetto Bay, which were directly in the path of hurricanes and identified estimated cost of damages using FEMA data from 1998 and 2012.[7] The municipalities include those bordering the coast and where the hurricanes made landfall. Exhibit 3.1 lists the municipalities, hurricane name, category of the hurricane at the time of the impact, and the estimated cost of damages in 2014 dollars. As the exhibit shows, the estimated damages vary regardless of hurricane category.[8] For example, Hurricane Jeanne hit the City of

[6] It should be noted that locations areas outside of the eye of the storm can incur greater damages than those in a storm's direct path. One example includes Hurricane Ivan and the City of Pensacola, FL. Located 35 miles west of the eye of the storm Pensacola suffered an estimated $63.6 million in damages.

[7] FEMA Public Assistance Funded Projects Summary provides information on "Federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations." Federal Emergency Management Agency, "FEMA Public Assistance Funded Projects Summary," http://www.fema.gov/media-library/assets/documents/28344, updated May 5, 2014.

[8] No Category 5 storm made landfall in Florida between 1998 and 2012.

Lakeland as a Category 1 storm, the lowest category for hurricanes. However, of the 20 instances sampled, it had the greatest impact at an estimated $24.0 million. Meanwhile, when Hurricane Charley hit the Town of Lake Hamilton as a Category 4 storm the resulting damage had an estimated cost of $134,000.

Exhibit 3.1 Sample of Florida Municipalities Directly Impacted by Hurricanes and Estimated Losses (in 2014 dollars)

Municipality	Hurricane	Category	Estimated Actual Loss
City of Lakeland	Jeanne	1	$24,042,801
City of Port Saint Lucie	Jeanne	3	$17,163,702
City of Pensacola	Dennis	3	$16,344,937
Village of Wellington	Wilma	2	$14,269,521
City of Port Saint Lucie	Frances	2	$13,772,188
City of Punta Gorda	Charley	4	$13,411,100
City of Palm Beach Gardens	Wilma	2	$5,217,827
City of Hialeah	Katrina	1	$3,214,388
Town of Jupiter	Wilma	2	$2,920,255
City of Stuart	Jeanne	3	$2,851,633
City of Stuart	Frances	2	$2,777,797
City of Marco Island	Wilma	3	$1,887,984
Town of Sewall's Point	Frances	2	$1,840,090
City of Fort Meade	Charley	4	$1,302,498
City of Hallandale Beach	Katrina	1	$627,745
City of Avon Park	Jeanne	2	$519,594
City of Miami Gardens	Katrina	1	$305,326
City of Bowling Green	Charley	4	$254,189
Town of Lake Hamilton	Charley	4	$133,812
City of Frostproof	Frances	1	$32,719

To account for how geographic size and population might impact losses, we determined the population density based on the population one year prior to the hurricane in case the storm caused displacement. Because Palmetto Bay's geographic size is 8.8 square miles, population density is an important consideration should a hurricane directly hit the Village. With a density of 2,766 residents per square mile, a small storm could have drastic consequences for Palmetto Bay. We also reviewed the cost of damages per capita and the cost of damages per square mile of land in order to identify an appropriate variable to use in estimating potential losses.

As reflected in Exhibit 3.2, the municipalities range from a density of 476 residents per square mile to 12,165 residents per square mile. Of note, Miami Gardens, Hallandale Beach, and Hialeah are the densest municipalities in the sample set and are outliers. In terms of cost of hurricane damages, loss per capita ranged from $3 for a Category 1 storm to $904 for a Category 2 storm. Loss per square mile of land ranged from over $15,000 for a Category 1 storm to $1.5 million for a Category 2 storm. When analyzing the average loss per capita and average loss per square mile by hurricane category, the

average loss does not escalate with the magnitude of the hurricane as shown in Exhibit 3.3. Thus, even factoring in population and geographic size in this sample set, we find negligible correlation between storm category and estimated cost of damages, though loss per capita had a slightly stronger relationship to storm category but still insignificant. One possibility is some municipalities took preventive measures, such as constructing and designing facilities to better withstand strong winds and storms, thus lessening the cost of hurricane damage. Another possibility is that there are other variables to consider when estimating potential losses. Researchers at Florida State University reviewed hurricane information from 1900 through 2007 and found that a hurricane's central pressure at landfall was a better predicator of potential losses than hurricane size and/or intensity.[9]

Exhibit 3.2 Sample of Florida Municipalities Directly Impacted by Hurricanes and Estimated Losses Per Capita and Per Square Mile of Land (in 2014 dollars)

Municipality	Hurricane	Category	Density (Pop/Sq. Mi.)	Loss Per Capita	Loss Per Sq. Mi. (Land)
Town of Lake Hamilton	Charley	4	476	$94	$44,604
City of Palm Beach Gardens	Wilma	2	769	$123	$94,697
City of Port Saint Lucie	Frances	2	889	$134	$118,828
City of Port Saint Lucie	Jeanne	3	889	$167	$148,091
City of Punta Gorda	Charley	4	1,106	$808	$894,073
City of Fort Meade	Charley	4	1,141	$228	$260,500
City of Frostproof	Frances	1	1,173	$11	$13,088
City of Lakeland	Jeanne	1	1,290	$271	$349,510
City of Marco Island	Wilma	3	1,469	$121	$178,112
Village of Wellington	Wilma	2	1,594	$288	$459,566
Town of Sewall's Point	Frances	2	1,696	$904	$1,533,409
City of Avon Park	Jeanne	2	1,854	$60	$111,982
City of Bowling Green	Charley	4	2,064	$88	$181,564
Town of Jupiter	Wilma	2	2,304	$63	$146,013
City of Stuart	Frances	2	2,425	$182	$440,920
City of Stuart	Jeanne	3	2,425	$187	$452,640
City of Pensacola	Dennis	3	2,483	$290	$720,041
City of Miami Gardens	Katrina	1	5,271	$3	$15,266
City of Hallandale Beach	Katrina	1	8,362	$18	$149,108
City of Hialeah	Katrina	1	12,165	$14	$167,416

[9] Jill Malmstadt, Kelsey Scheitlin, and James Elsner, "Florida Hurricanes and Damage Costs," *Southeastern Geographer* 2 (2009): 108-131.

Exhibit 3.3 Average Loss Per Capita and Average Loss Per Square Mile of Land by Hurricane Category (in 2014 dollars)

Category	Average Loss Per Capita	Average Loss Per Sq. Mi. (Land)
1	$63	$138,878
2	$251	$415,059
3	$191	$374,721
4	$305	$345,185
Overall	$203	$323,971

To estimate potential losses from a hurricane directly hitting Palmetto Bay, we applied per capita loss to Palmetto Bay's population. As mentioned previously a storm's magnitude is a predicator of potential losses, though not as strong as central pressure, and loss per capita had a stronger correlation to storm category than average loss per square mile. To avoid the outliers skewing the mean, we use the mean per capita loss of the remaining 17 sample events, excluding Miami Gardens, Hallandale Beach, and Hialeah, listed in Exhibit 3.2 of $236 and multiply it by Palmetto Bay's population in 2013, 24,339. The resulting estimated cost of damages should the Village be directly hit by a hurricane is $5.8 million.

Because the Village's insurance provider would pay vendors directly for disaster-related clean-up efforts and the Village can participate in a FEMA program to mitigate cash flow delays associated with reimbursement, Palmetto Bay's reserve for hurricanes should account for the non-reimbursable portion of estimated damages. As mentioned earlier in this subsection, the Village's deductible is 4.8 percent of total damages should Palmetto Bay and its contents and properties be totaled. Thus, it is estimated that Palmetto Bay is responsible for over $276,000 should a hurricane directly hit the Village.

Because hurricanes are unpredictable events, when applying the Triple-A approach to this analysis we use a multiplier of 2.0 to determine a reserve amount for non-reimbursable cost to the Village should it be hit by a hurricane. This results in an implied reserve amount of $552,000.

Implied Reserve Components for Public Safety and Extreme Events

- **A reserve in the amount of $552,000 for non-reimbursable cost should Palmetto Bay be directly hit by a hurricane.**

B. Capital Repair and Replacement

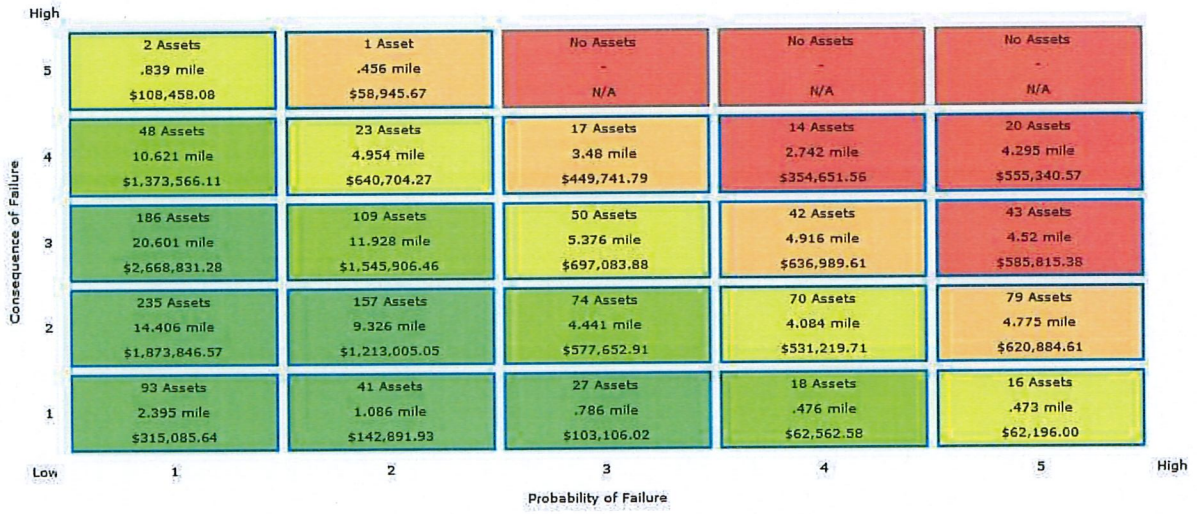
Healthy infrastructure makes for an economically vital community. However, worn infrastructure poses a potential risk of untimely failure. General fund reserves may be needed to repair or replace an asset that fails unexpectedly and the Village often funds capital repairs and purchases from reserves. Palmetto Bay is concern about its roads, buildings, and other assets, including sports fields, parking lots, trails, and playground equipment.

In determining a reserve amount for the assets, we reviewed the risk profile of the Village's roads, buildings, and other assets. Risk is defined as the product of probability of failure and consequences of failure. Failure for roads is defined as an older section of the road network as well as a more costly

section because of its longer length, while failure for buildings means that it is not safe and likely needs to be closed to the public. Failure for capital assets, which mostly relates to parks, relates to service issues, for example a baseball diamond could not be used or lights or a scoreboard were not working. Probability is based on the in-service date of individual assets and a projected useful life of 30 years. Consequence is based on cost—the higher the replacement cost, the higher the consequence to the Village if the asset were to fail.[10] Exhibit 3.4 is a risk profile of the Village's road network. As shown in the exhibit, the Village has 11.59 miles of road identified as having a high risk rating (miles of roads in the red area, which have a total score of between 8 and 10, when the scores from each axis are added together). These 11.59 miles of roads have an estimated replacement value of $1,495,807 or $129,060 per mile.

A reserve for all 11.59 miles of roads may not be necessary. Based on the Village's 118 miles of road and a projected useful life of 30 years, approximately four miles of road will need to be replaced annually if they all last their full life. Using the Triple-A approach of doubling our expectation for uncertainty, preparing for premature failure may be prudent. As such, we estimate a reserve to replace eight miles of road, equating to approximately $1.0 million.

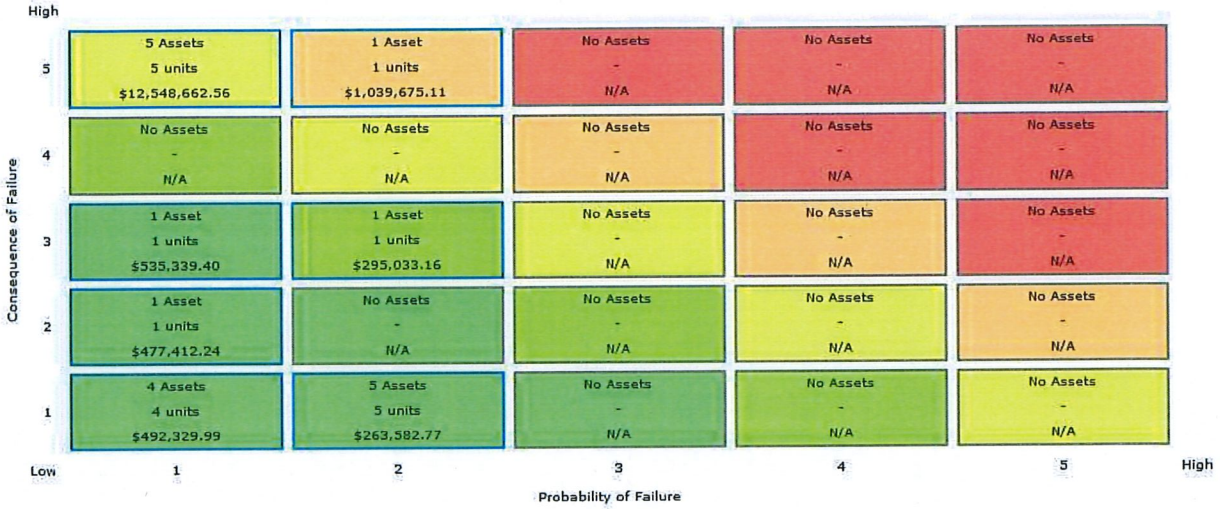
Exhibit 3.4 Risk Profile of Roads



Buildings and other capital assets, which includes sports fields, parking lots, trails, and playground equipment, are other asset categories of concern for the Village. Exhibits 3.5 and 3.6 are the risk profiles of the Village's buildings and other capital assets, respectively. As the exhibits show, assets in these two categories are at a lower risk of failure than the Village's roads. Of the Village's 18 buildings none are identified as having a high risk rating as reflected in Exhibit 3.5. This is attributed to the relatively young age of the buildings, which averaged 6.5 years.

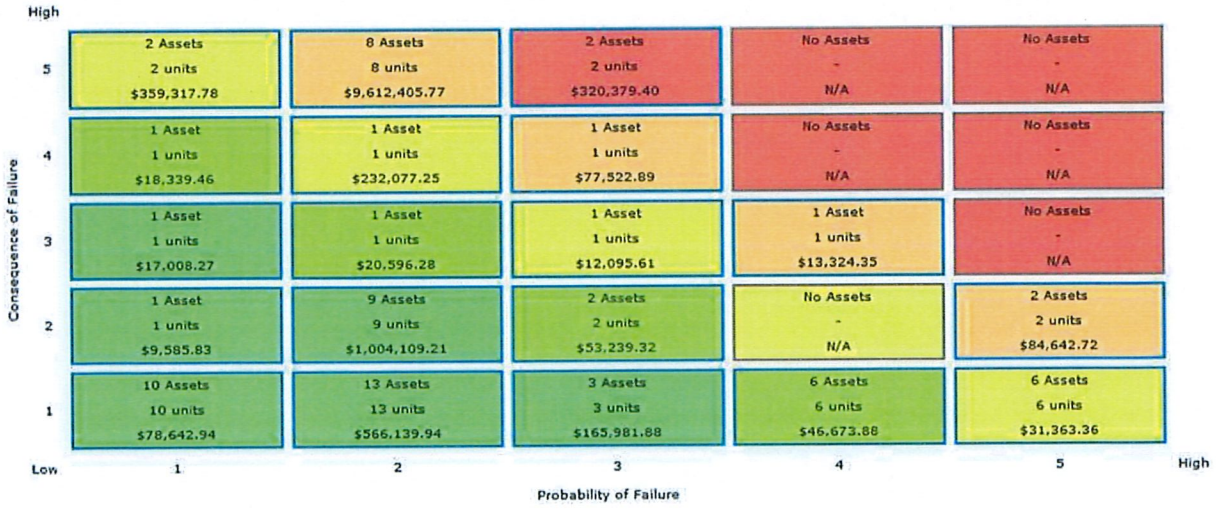
[10] Note that further analysis could be conducted with Village staff to refine asset replacement costs and in-service dates as well to review the risk rating to incorporate more factors into the consequence.

Exhibit 3.5 Risk Profile of Buildings



For the other capital assets, only two of the 71 assets have a high-risk rating. However, eight assets, with a replacement value of over $9.6 million or 76 percent of the Village's other capital portfolio, have a risk score of 7, the sum of the consequence of failure and probability of failure axes. These assets will likely require maintenance and repair in the future. For the purposes of our reserve analysis, the two high-risk assets are the primary focus. These two assets have a combined replacement value of $320,000 or roughly $160,000 each. To determine a reserve for these critical assets, we calculate how many other capital assets the Village would need to repair/maintain annually in other for them to last their entire useful life. Based on Palmetto Bay's 71 other capital assets and a projected useful life of 30 years, approximately two assets will need to be replaced annually. With only two assets in this category identified as high-risk, a one-time reserve for $320,000 is sufficient.

Exhibit 3.6 Risk Profile of Other Capital



A specific General Fund reserve amount is not recommended for buildings because the Village does not have any high-risk assets in this category. However, the Village could establish a sinking maintenance and replacement fund outside of the General Fund reserve. This would help fund the non-current liability for the future maintenance and replacement obligations for buildings. Many municipalities throughout the United States find themselves with sizable unfunded asset maintenance and replacement needs. Palmetto Bay could avoid this unfortunate situation by developing a sinking fund for maintenance and replacement. Such a fund would be especially useful for assets with foreseeable but not immediate needs, such as those assets with a risk score of 7. One method to determine an amount to reserve for a sinking maintenance and replacement fund is to calculate 2 percent of the current replacement value, which at present is approximately $51.0 million. Thus, Palmetto Bay could reserve $1.0 million in a sinking maintenance and replacement fund. In Section 5, GFOA has recommended a policy to establish a sinking fund for asset maintenance and replacement, which would represent a strategic approach to capital financing. This policy can guide the structuring of the maintenance and replacement fund.

Implied Reserve Components for Capital Repair and Replacement

- **A reserve in the amount of $1.3 million for capital repairs and replacement for assets in critical condition, which have a higher probability of failure. Specifically, $1.0 million for roads and a one-time reserve of $320,000 for other capital assets.**
- **The Village should develop an asset management policy to help guide maintenance and replacement funding. The Village could also establish a $1.0 million sinking fund to finance foreseeable capital repairs. Both the asset management policy and sinking fund are separate of the General Fund reserve.**

C. Growth of the Community

The Village of Palmetto Bay recently approved a downtown economic redevelopment that is estimated to add residents and businesses to the Village. For this redevelopment, Palmetto Bay engaged Lambert Advisory to conduct a market and economic study of the downtown area. The study shows the residential portion of the redevelopment to commence first, followed by commercial activity one year later. The concern with community growth is there is a lag time between when residents move into the area and when the municipality collects revenue, including property taxes, from new residents and businesses. Thus, it is important for the Village to estimate the incremental net costs associated with the population growth.

According to Lambert Advisory, under a higher population growth scenario the Village's population will increase by 5,270 new residents over a 10-year period. This is based on Palmetto Bay and the downtown area capturing more than its fair share of residential demand based upon the Village's strong school district, successful implementation of the Downtown Master Plan and continued improvement in the surrounding area. The current estimated cost to the Village to provide services per resident is $451.14 as derived from Palmetto Bay's 2013 General Fund operating expenditure, $11.0 million, and its population, 24,339. In the first year of the redevelopment, the Village's population will increase by an estimated 527 residents, resulting in nearly $277,000 in services. New residents and businesses can also

generate revenue for the Village as well. In some instances a community's growth and demand for services may outpace the revenue it receives from the new development. Thus, we review the long-term revenue and expenditures of the Village's downtown redevelopment. The downtown economic redevelopment includes residential, commercial, and retail uses. The following assumptions were utilized to determine the estimated revenue the redevelopment could generate:

- Residential: The Village's average household size is 3.1 persons per household according to Lambert Advisory. A growth of 527 residents annually would result in approximately 170 new housing units annually.
- Office: Lambert Advisory estimated a low and a high range for the Village's office space demand. The low range is 135,000 square feet over five years and the higher range is 270,000 square feet over five years.
- Retail: Lambert Advisory estimated 101,464 square feet of retail space could be supported by the Village over the next five years, ranging from 19,000 square feet to nearly 24,000 square feet annually.[11]

Using information on the average residential assessed value and number of housing units of Palmetto Bay, we determined the property tax per housing unit is $578.96. With 170 new units added annually, the Village is estimated to receive an increase of over $98,000 in residential property taxes annually. For commercial property tax revenue, Lambert Advisory provided a low and high range of commercial demand for the Village of approximately 33,000 square feet and 52,000 square feet, respectively, in the first year of commercial operations. The Village receives roughly $1.28 in commercial property tax revenue per square foot, thus the redevelopment is estimated to generate $59,000 to $93,000 in commercial property tax revenue to Palmetto Bay after the first year of commercial operations. After both residential and commercial uses are active in Year 2 of the redevelopment, the Village is estimated to receive on the lower end $256,000 and on the higher end $452,000 in property tax revenues from the growth associated with the redevelopment.

Aside from property taxes, the growth in the community can result in other forms of revenue. The Village is planning to impose development charges of $7,500 per unit with the re-write of its downtown codes. This equates to nearly $1.3 million annually over the 10-year redevelopment. Utility taxes, communication tax, intergovernmental revenue, and fees from licenses and permits will also result from the redevelopment. Using Palmetto Bay's 2013 General Fund revenue from these four sources, we derived the revenue per capita for each of the four sources and applied it to the population growth. Exhibit 3.7 below summarizes the calculations and estimates annual revenue and expenditures over an 11-year period. Please note that the revenues reflect the one year lag from billing to collection. For example, 170 new housing units are built in the first year but the Village will not receive residential property taxes until the following year.

As shown in the exhibit, the cost for the demand for services from the new residents is not estimated to outpace revenues derived from the redevelopment beyond the first year. In the second year of the

[11] The retail space excludes the 10 percent non-retail space included in Lambert Advisory's study.

redevelopment, Palmetto Bay is estimated to net $1.0 million through the residential uses alone. In the third year of the development after commercial uses have commenced, the Village is estimated to collect net revenues between $1.1 and $1.3 million. Thus, the Village should be concerned about the incremental cost associated with the first year of the population growth when new residents will require approximately $238,000 in services. To estimate an amount the Village should set aside in reserves for we apply the Triple-A approach. Accounting for the uncertainty associated with community growth, including macroeconomic factors, we multiply this figure by 2.0. To meet the needs of the incremental net cost associated with population growth, the Village should reserve $476,000.

GFOA Reserve Analysis for the Village of Palmetto Bay

Exhibit 3.7 11-Year Estimated General Fund Revenues and Expenditures of the Downtown Redevelopment

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Revenues											
Property Tax Revenue											
Total Property Tax Revenue - Low	-	98,423	255,593	418,822	577,075	790,587	892,807	991,229	1,089,652	1,188,075	1,286,498
Total Property Tax Revenue - High	-	98,423	452,439	714,090	970,766	1,338,729	1,483,343	1,680,189	1,877,035	2,073,880	2,270,726
Residential Property Tax Revenue	-	98,423	196,846	295,268	393,691	548,142	590,537	688,960	787,383	885,805	984,228
New Residential Units	170	340	510	680	947	1,020	1,190	1,360	1,530	1,700	-
Commercial Property Tax Revenue - Low	-	-	58,748	123,553	183,384	242,444	302,270	302,270	302,270	302,270	302,270
Commercial Property Tax Revenue - High	-	-	93,262	192,581	286,925	380,500	474,839	474,839	474,839	474,839	474,839
Total Commercial SF - Low	-	-	45,958	96,655	143,460	189,663	236,464	236,464	236,464	236,464	236,464
Total Commercial SF - High	-	-	72,958	150,655	224,460	297,663	371,464	371,464	371,464	371,464	371,464
Office Space - Low (135,000 SF)	-	-	27,000	54,000	81,000	108,000	135,000	135,000	135,000	135,000	135,000
Office Space - High (270,000 SF)	-	-	54,000	108,000	162,000	216,000	270,000	270,000	270,000	270,000	270,000
Retail Space (SF)	-	-	18,958	42,655	62,460	81,663	101,464	101,464	101,464	101,464	101,464
Total Development Fees	-	1,275,000	1,275,000	1,275,000	1,275,000	1,275,000	1,275,000	1,275,000	1,275,000	1,275,000	1,275,000
Utility Taxes	-	47,388	94,776	142,164	189,552	263,916	284,327	331,715	379,103	426,491	473,879
Communication Tax	-	28,372	56,744	85,115	113,487	158,010	170,231	198,602	226,974	255,346	283,718
Intergovernmental Revenue	-	44,087	88,175	132,262	176,349	245,533	264,524	308,611	352,698	396,785	440,873
Licenses and Permits	-	5,238	10,477	15,715	20,954	29,174	31,430	36,669	41,907	47,146	52,384
Total Revenues - Low	$0	$1,498,508	$1,780,764	$2,069,078	$2,352,416	$2,762,220	$2,918,319	$3,141,827	$3,365,335	$3,588,843	$3,812,351
Total Revenues - High	$0	$1,498,508	$1,977,610	$2,364,346	$2,746,108	$3,310,362	$3,508,856	$3,830,787	$4,152,718	$4,474,649	$4,796,580
Expenditures											
Total Cost of Service	237,751	475,502	713,252	951,003	1,324,096	1,426,505	1,664,255	1,902,006	2,139,757	2,377,508	2,377,508
Total Households	170	340	510	680	947	1,020	1,190	1,360	1,530	1,700	1,700
Population Growth (@ 5,270)	527	1,054	1,581	2,108	2,935	3,162	3,689	4,216	4,743	5,270	5,270
Total Expenditures	$237,751	$475,502	$713,252	$951,003	$1,324,096	$1,426,505	$1,664,255	$1,902,006	$2,139,757	$2,377,508	$2,377,508
Net Revenue (Loss)											
Net Revenue (Loss) - Low	($237,751)	$1,023,007	$1,067,512	$1,118,075	$1,028,320	$1,335,715	$1,254,063	$1,239,821	$1,225,578	$1,211,335	$1,434,844
Net Revenue (Loss) - High	($237,751)	$1,023,007	$1,264,357	$1,413,343	$1,422,012	$1,883,857	$1,844,600	$1,928,780	$2,012,961	$2,097,141	$2,419,072

Implied Reserve Components for Growth in the Community

- A reserve in the amount of $476,000 to meet estimated net cost related to the initial population growth for the first year.

Section 4 - Secondary Risk Factor Analysis

This section overviews risk factors that have implications for the Village's general fund reserve strategy, but are less complex or of lower magnitude than the primary risk factors of vulnerability to extreme events and public safety concerns, capital repairs and replacement, and community growth.

Exhibit 1.1 – Categorization of Risk Factors that Influence Reserve Levels for Palmetto Bay	
Primary Risk Factor	
Vulnerability to Extreme Events and Public Safety Concerns (particularly hurricanes)	
Capital Repairs and Replacement	
Community Growth	
Secondary Risk Factors	
Revenue Volatility	Expenditure Volatility
Dependency of other funds on the General Fund	Liquidity / Cash Flow
Leverage	

Revenue Volatility

Exhibit 4.1 shows the actual revenues for the Village's major revenue categories for the General, Transportation, and Nonmajor Governmental Funds. In 2012 the Village reclassified certain General Fund revenues, intergovernmental and licenses and permits, to the Transportation and Nonmajor Nongovernmental Revenue Funds, respectively. To more accurately capture the volatility of the General Fund revenues, we analyzed Transportation and Nonmajor Nongovernmental Revenue Funds as well. Exhibit 4.2 shows the year-to-year percent changes for each General Fund revenue category as well as totals for the funds. As the exhibits show the Village's total General Fund revenues have increased annually between 2004 and 2008, but begin to decline annually in 2009 through 2012. As mentioned earlier, this is due to the reclassification of General Fund revenues. For the total of the three funds, the ten-year trend shows revenues increasing annually from 2005 through 2008 before declining annually between 2009 and 2011 and steadily rebounding in 2012 and 2013. Exhibit 4.2 indicates that the Village experiences some revenue volatility. Since 2004 revenues from the three funds have increased as much as 16.4 percent year-over-year and decreased by as much as 5.5 percent. However, it is important to note that 2004 poises to be an outlier when compared to the other nine years. This may be the case since the Village was incorporated two years prior in 2002 and may have experienced some transition into a more normal state. Excluding 2004, the revenue portfolio for the three funds has a year-over-year range of 14.3 percentage points.

GFOA Reserve Analysis for the Village of Palmetto Bay

Exhibit 4.1 Historical Revenue Yields in the General, Transportation, and Nonmajor Governmental Funds (2004-2013)

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Real and personal property taxes	4,465,261	4,883,257	5,455,327	6,073,012	6,692,181	6,574,981	5,879,429	5,559,345	5,446,837	5,528,940
Utility and communication service taxes	1,623,539	1,674,087	1,741,781	1,809,609	1,904,671	1,903,636	2,058,896	2,052,017	2,093,849	2,188,566
Communication service tax	795,085	1,059,858	910,766	932,032	1,169,070	1,336,528	1,469,338	1,515,934	1,375,239	1,310,324
Franchise fees	800,967	828,052	837,003	1,169,359	1,371,130	1,308,472	1,345,736	960,331	1,101,516	1,016,281
Intergovernmental	2,525,667	3,129,705	3,011,956	2,854,386	2,698,468	2,438,119	2,367,925	2,722,512	1,928,858	2,036,129
Licenses and permits	674,435	895,229	1,060,608	915,151	948,423	916,567	1,076,930	992,107	231,515	241,931
Impact fees	40,281	1,772	22,382	-	-	-	-	-	-	-
Fines and forfeitures	117,850	151,388	208,917	196,038	300,551	241,620	401,157	328,385	269,662	306,074
Charges for services	58,899	80,713	85,011	178,217	297,343	376,785	527,409	554,600	773,020	841,724
Interest	76,923	207,249	304,499	412,596	289,116	223,469	86,783	92,605	120,104	113,431
Miscellaneous	4,018	244,377	82,174	20,594	137,703	29,024	86,913	81,847	155,236	121,261
Total General Fund	$11,182,925	$13,155,687	$13,720,424	$14,560,994	$15,808,656	$15,349,201	$15,300,516	$14,859,683	$13,495,836	$13,704,661
Transportation Fund		$888,805	$963,085	$956,827	$937,862	$862,203	$875,814	$936,544	$1,501,014	$1,509,912
Nonmajor Governmental Funds	$899,016	$15,500	$6	$456,979	$628,986	$608,666	$610,557	$71,283	$926,460	$988,719
TOTAL	**$12,081,941**	**$14,059,992**	**$14,683,515**	**$15,974,800**	**$17,375,504**	**$16,820,070**	**$16,786,887**	**$15,867,510**	**$15,923,310**	**$16,203,292**

Exhibit 4.2 Year-over-Year Percentage Changes in General, Transportation, and Nonmajor Governmental Funds (2004-2013)

	2005	2006	2007	2008	2009	2010	2011	2012	2013
Real and personal property taxes	9.4%	11.7%	11.3%	10.2%	-1.8%	-10.6%	-5.4%	-2.0%	1.5%
Utility and communication service taxes	3.1%	4.0%	3.9%	5.3%	-0.1%	8.2%	-0.3%	2.0%	4.5%
Communication service tax	33.3%	-14.1%	2.3%	25.4%	14.3%	9.9%	3.2%	-9.3%	-4.7%
Franchise fees	3.4%	1.1%	39.7%	17.3%	-4.6%	2.8%	-28.6%	14.7%	-7.7%
Intergovernmental	23.9%	-3.8%	-5.2%	-5.5%	-9.6%	-2.9%	15.0%	-29.2%	5.6%
Licenses and permits	32.7%	18.5%	-13.7%	3.6%	-3.4%	17.5%	-7.9%	-76.7%	4.5%
Impact fees	-95.6%	1163.1%	-	-	-	-	-	-	-
Fines and forfeitures	28.5%	38.0%	-6.2%	53.3%	-19.6%	66.0%	-18.1%	-17.9%	13.5%
Charges for services	37.0%	5.3%	109.6%	66.8%	26.7%	40.0%	5.2%	39.4%	8.9%
Interest	169.4%	46.9%	35.5%	-29.9%	-22.7%	-61.2%	6.7%	29.7%	-5.6%
Miscellaneous	5982.1%	-66.4%	-74.9%	568.7%	-78.9%	199.5%	-5.8%	89.7%	-21.9%
Total General Fund	17.6%	4.3%	6.1%	8.6%	-2.9%	-0.3%	-2.9%	-9.2%	1.5%
Transportation Fund	-	8.4%	-0.6%	-2.0%	-8.1%	1.6%	6.9%	60.3%	0.6%
Nonmajor Governmental Funds	-98.3%	-100.0%	7616216.7%	37.6%	-3.2%	0.3%	-88.3%	1199.7%	6.7%
TOTAL	**16.4%**	**4.4%**	**8.8%**	**8.8%**	**-3.2%**	**-0.2%**	**-5.5%**	**0.4%**	**1.8%**

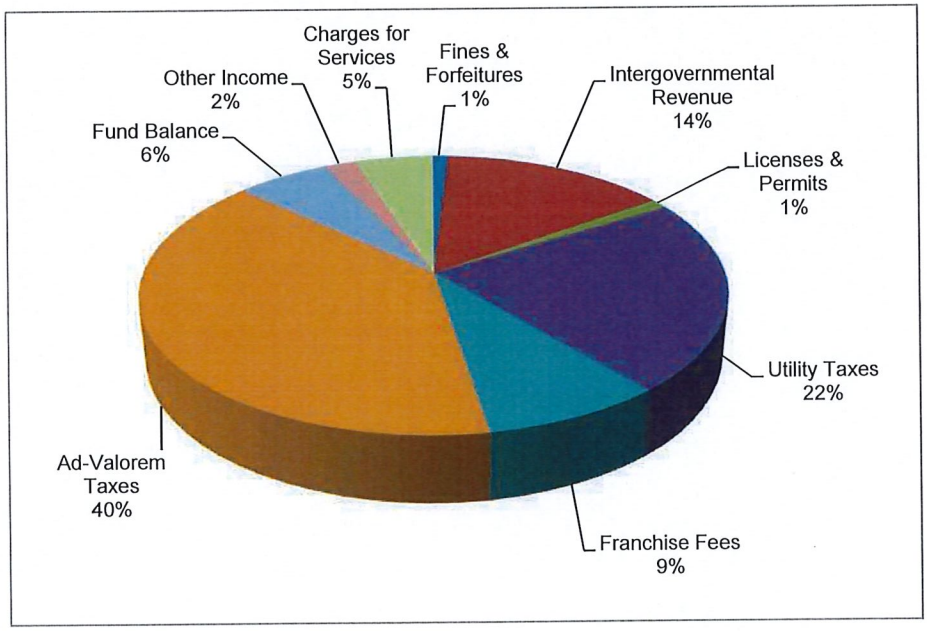
Another consideration is the volatility of the Nonmajor Governmental Funds. Currently, it consists of six separate non-major funds, though the number of funds within the Nonmajor Governmental Funds has varied over the ten-year period. Thus, we compare the year-over-year change of the revenue portfolio with and without the Nonmajor Governmental Funds as shown in Exhibit 4.3.

Exhibit 4.3 Year-over-Year Percentage Changes in General and Transportation Funds and General, Transportation, Nonmajor Governmental Funds (2004-2013)

	2005	2006	2007	2008	2009	2010	2011	2012	2013
General and Transportation Funds	25.6%	4.5%	5.7%	7.9%	-3.2%	-0.2%	-2.3%	-5.1%	1.5%
General, Nonmajor Governmental, and Transportation Funds	16.4%	4.4%	8.8%	8.8%	-3.2%	-0.2%	-5.5%	0.4%	1.8%

The revenue portfolio of the General and Transportation Funds is volatile, with a year-over-year range of 13.0 percentage points between 2005 and 2013, excluding 2004 because of the possible transition during that period. The largest annual decline experienced for the total of the General and Transportation Funds was 5.1 percent in 2012, compared to 5.5 percent for the total of the three funds. For the purposes of recommending a reserve, we take the mid-point of the two, 5.3 percent, to provide a reasonable reference point for the upper limit of downside risk the Village faces in its General Fund revenues.

Exhibit 4.4 Palmetto Bay General Fund Revenues (2013-2014)



In considering the Triple-A approach to managing uncertainty, we consider the General Fund revenue sources. Exhibit 4.4 shows the General Fund revenue sources and their respective percentage to total General Fund revenues. What is important to note from the exhibit is significant portion that is received, not collected, by Palmetto Bay. For these revenue sources, the Village has little to no capacity to control these revenue streams, such as by setting their rates. The prime example is ad-valorem taxes, which comprise 40 percent of the Village's General Fund revenues. Florida statute imposes the maximum millage rate for municipalities.[12] Other examples include intergovernmental revenues, which are provided from the State of Florida and utility taxes and franchise fees, which are from Miami-Dade County. These three sources amount to 47 percent of its General Fund revenues. Because a majority of its General Fund revenues come from outside entities, when applying the Triple-A approach, we use the higher multiplier of 2.0. This means the worst downturn the Village should plan for in its General Fund revenues would be a decline of 10.6 percent.

Municipalities sometimes have a certain amount of contingency built into their budget such that should they experience a decrease in revenues it would respond by reducing its budget and not rely on reserves to cover the entire amount of the reduction. Through discussions with Palmetto Bay, no budget reductions are considered at this time. As such, the Village should reserve $1.5 million to hedge against instability in its General Fund revenues.

Implied Reserve Component for Revenue Volatility

- **A reserve of $1.5 million for General Fund revenues volatility based on a plausible decline in revenues of 8.0 percent.**

Expenditure Volatility

The Village does not have great vulnerability to unexpected expenditures spikes for operations. Lawsuits are always a possibility. Under Florida Statutes,[13] municipalities have a limited liability for damages for a maximum $200,000. Applying this maximum liability, the Village should reserve an amount of $200,000 for such purposes.

Implied Reserve Component for Expenditure Volatility

- **A reserve of $200,000 for expenditure volatility (particularly lawsuits).**

Dependency of Other Funds on the General Fund

The Village's general fund does not provide significant subsidies or transfers to other funds. Neither does the Village operate its own utilities, so there is no risk of the General Fund being called upon to support these operations in a crisis. Hence, no special reserve is needed.

Implied Reserve Component for Dependency of Other Funds on General Fund

- **No reserve for subsidies or transfers to other funds is needed.**

[12] Fla. Stat. § 200.065 (2014).
[13] Fla. Stat. § 768.28 (2013).

GFOA Reserve Analysis for the Village of Palmetto Bay

Leverage

Outstanding debt. The Village has approximately $20.5 million in debt associated with governmental activities. This includes revenue bonds to construct a library building and Village Hall, promissory note to manufacture and install street signs throughout the Village, and related liabilities to Miami-Dade County for the Village's share of the County's Public Service Tax Bonds for the Quality Neighborhood Improvement Program and Stormwater Utility Revenue Bonds.

The Village has a rating of AA as assigned by Fitch Ratings. A rating of AA+ by Fitch Ratings is roughly equivalent to an Aa rating by Moody's Investors Services. Exhibit 4.1 below compares the Village's financial indicators with medians of similar sized cities by credit rating as reported in Moody's Investors Services "2011 US Local Government Medians" report. As the exhibit shows, the Village's level of direct net debt, which includes non-self-supporting portion of general obligation bonds, sales and special tax bonds, general fund lease obligations, bond anticipation notes, and capital leases, compared to its full value, or estimated full market value of taxable property within its boundaries, is only 0.70 percent, lower than the median recorded for similar sized Aa-rated cities and comparable to the median for Aaa-rated cities.

Exhibit 4.5 also shows "overall" debt, which is the Village's direct debt plus the debt of overlapping jurisdictions. The rationale for this measure is the burden on the community from a dollar of local government debt is the same, whether it comes from a municipality, school district, library district, etc. The Village's overall debt burden is 1.18 percent of full value, far lower than the medians recorded across all five ratings.

Exhibit 4.5 – Comparison of Palmetto Bay's Financial Indicators to Cities with Less Than 50,000 Population by Credit Rating from Moody's Medians

	Palmetto Bay	Aaa	Aa	A	Baa	Ba
Population 2010 Census	*23,410*	23,348	16,941	7,839	5,791	17,353
Direct Net Debt as % of Full Value	*0.70%*	0.61%	0.96%	1.44%	1.69%	2.99%
Overall Debt Burden (Overall Net Debt as % Full Value)	*1.18%*	2.14%	2.71%	4.32%	4.40%	5.93%
Total Full Value (000)	*$2,357,490*	$5,418,323	$1,866,036	$515,717	$220,668	$1,187,118
Full Value Per Capita	*$100,704*	$160,428	$83,520	$46,905	$34,864	$67,115

Pension and OPEB liabilities. The Village provides retirement benefits for full-time employees through a defined contribution plan. For participating employees Palmetto Bay contributes 6 percent of employee's gross salary. As of fiscal year-end September 30, 2013, the Village contributed $263,278 in its defined contribution plan and it is fully-funded.

The Village provides optional post-employment healthcare, dental, and life insurance coverage to regular employees and elected officials who retire from active services. Palmetto Bay's current policy is to fund the plan on a "pay-as-you-go" basis. According to its most recent actuarial evaluation as of fiscal year-end 2012, there were only three participants. The Village's annual required contribution for OPEB was $25,000, with a net obligation of $15,000.

Implied Reserve Components for Leverage

- **No reserve for outstanding debt or pension or OPEB liabilities is needed.**
- **The Village does not have an especially high amount of debt when compared to other similar-sized municipalities.**
- **The Village's participation in a defined contribution plan, fully funding of the plan, and nominal OPEB obligations do not warrant a reserve.**

Liquidity

The Village does not experience cash flow problems as result of timing differences between its receivables and payables. Thus, a special reserve for working capital appears unnecessary.

Implied Reserve Component for Liquidity

- **No reserve for working capital is needed.**

Section 5 – Recommendations

This section provides GFOA's recommendations to Palmetto Bay based on the analysis presented in this paper. Sub-section "A" reviews the risk factors that were analyzed independently in Section 3 and Section 4, and considers issues relative to analyzing the risk factors as a whole. Sub-section "B" addresses the primary purpose of this report: to recommend a reserve target for Palmetto Bay. Sub-section "C" introduces ideas for formal policies the Village may wish to adopt to support the its reserve strategy. Sub-section "C" summarizes GFOA's recommendations.

A. Review of Risk Factors and Holistic Analysis

This section establishes the recommended reserve target for Palmetto Bay. We will start with a brief overview of the risk factors that have implications for the Village's reserves in Exhibit 5.1.

GFOA Reserve Analysis for the Village of Palmetto Bay

Exhibit 5.1 – Risk Factor Overview

Specific Risk to General Fund	Risk Averse Amount	Less Risk Averse Amount
Extreme events and public safety: hurricanes	$552,000	$552,000
Community growth	$476,000	$476,000
Capital repairs and replacement	$1.3 million	$1.4 million
Revenue volatility	$1.5 million	
Expenditure volatility: lawsuit	$200,000	$200,000
TOTAL	$4.0 million	$2.6 million
Percent of General Fund 2013 Revenues	29%	19%
Additional Reserve		
Maintenance of capital assets	$1.0 million	$1.0
GRAND TOTAL	$5.0 million	$3.6 million

However, determining a final reserve target is not as straightforward as summing the numbers in the risk averse amount column of Exhibit 5.1. There are two issues we must consider before arriving at a final target:

- Risk interdependency and
- Risk's probability of occurring.

The column on the right accounts for these issues to determine a less risk averse amount. We will explain how we arrived to these figures below.

Risk interdependency. Risk interdependency refers to the relationship between the different risk factors. To illustrate, if two risks are highly dependent, then there is a strong likelihood that both will occur at the same time. If two risks are independent there is no particular reason they should occur at the same time. The major risk dependency is between public safety risks and capital repairs and replacement because a hurricane directly hitting Palmetto Bay could require immediate capital repair and replacement needs. There might also be some dependency between public safety risks and revenue as a major hurricane could destroy properties that provide the Village's property tax revenues. Expenditure volatility associated with potential lawsuits appears to be an independent risk because the occurrence of this risk has little to do with the occurrence of other risks.

Where risks are highly dependent it is wise to hold reserves for the full amount of implied reserve amount for each dependent risk factor because if one happens it is likely the other one will happen. Where risks are independent and the risks have a low probability of occurring it may not be necessary to hold the full amount of implied reserves for each risk because one shared reserve for multiple risk factors that is less than the total implied reserve amounts of the individuals risks will probably be sufficient to protect the Village.

Risk's probability of occurring. Some risks have a low probability of occurring, but have extreme consequences if they occur. A hurricane is the leading example of this. Some risks are almost certain to occur, but the consequences are not necessarily so severe. General revenue volatility is certain to occur and the impact to the Village in the past has been manageable. When risks are likely to occur, it is wise to hold full implied reserve amount. When risks have a low probability of occurring it is possible to hold less than the implied reserve amount if the low probability risks are independent of each other. The odds that these risks occur at the same time are very small so the Village could elect to not hold reserves large enough to cover all low probability risks.

B. Recommended Reserve Target for Palmetto Bay

This section addresses a recommended range of reserves for Palmetto. First we synthesize the risk analysis into a recommended range of reserves. Then we discuss how the recommendation fits with Village's existing reserve strategy.

Reserve Amount Derived from Risk Analysis

If we consider the risks to have high degree of dependency the Village should reserve close to $4.0million, which is about 29 percent of the General Fund revenues in order to cover the risks addressed in this report. This represents a more "risk averse" approach to reserves. As mentioned in the preceding subsection, there are some dependencies between the risks but they are not all completely dependent. Therefore taking the total of all of the implied reserve, $4.0 million, as the Village's final reserve target may result in Palmetto Bay holding too much in reserve, but would provide the highest level of protection for the Village – the Village have the lowest odds of being caught short. Palmetto Bay could also hold some amount less than $4.0 million and probably cover itself sufficiently. A way to determine this amount is by looking at the risk factors. Focusing on the two largest risks, capital repairs and replacement and revenue volatility, there seems to be little dependency between the two. A capital maintenance project such as one to repave roads does not impact the Village's General Fund revenue and vice versa. Additionally, as discussed in Section 4, the Village has capacity to leverage debt should it need an alternative strategy to finance capital repairs. Because there is little dependency between capital repairs and replacement and revenue volatility and the Village's flexibility in issuing debt, it can reserve an amount less than the $4.0 million total of all risk. Using the mid-point of the implied reserve amounts for capital repairs and replacement and revenue volatility, the Village could decide to adopt a final reserve target that is $1.4 million less – or about $2.6 million. A reserve of $2.6 million equates to approximately 19 percent of General Fund revenues.

Hence, the Village should choose a reserve target for its General Fund between $2.6 million and $4.0 million to cover the risks addressed in this analysis. This equates to a reserve equal to about 19 percent and 29 percent of the Village's General Fund revenues, respectively.

To help the Village make a more informed consideration of this range of possibilities, Exhibit 5.2 provides a table of General Fund balances as a percent of General Fund revenues for Florida municipalities that are comparable to Palmetto Bay in terms of population and proximity to the coast. A couple of notes should be made about Exhibit 5.2 in order for the reader to fully understand its meaning. First, "fund balance" is an accounting term that describes the difference between the assets

and liabilities in the General Fund. "Reserves" (which are the main topic of GFOA's analysis for Palmetto Bay) are the portion of fund balance that is set aside, by village council policy, as a hedge against risk. Hence, not all "fund balance" is necessarily available as a reserve. The right-hand section of Exhibit 5.2 shows how much each municipality holds in fund balances as a percent of general revenue. Each of three columns in this section examines fund balances from a different perspective on the relationship between fund balances and risk mitigation.

The first column shows "unrestricted" fund balance. This is an accounting term that includes fund balances that do not have constraints placed on their use by an outside entity (e.g., a bond covenant might restrict the use of some portion of fund balance to debt service) and that are spendable (e.g., do not represent inventory or other non-liquid assets). "Unrestricted" fund balances may still have constraints placed upon their use, but these constraints would be created by the municipal government itself. One common constraint is to dedicate some portion of fund balance to hedging against the types of risks described in this report. However, other constraints have nothing to do with this kind of risk mitigation - to illustrate, a common self-imposed constraint is putting aside fund balance to pay for a special capital project. While such a constraint *could* be removed and, thus, the entirety of monies in the "unrestricted" category made available for risk mitigation, it is not the intent of the municipality to do so.

The second column shows the amount of fund balance that is available for risk mitigation after fund balances that have self-imposed restrictions that are not germane to risk mitigation are removed from consideration. This leaves self-imposed restrictions that are germane to risk mitigation as well as fund balance that does not have any restrictions placed upon it at all, so could easily be used for responding to emergency events if needed.

The third category includes only those fund balances that have been specifically identified by the municipality as intended for creating a risk mitigating reserve. The financial statements of four municipalities, including Palmetto Bay, did not specifically identified any fund balance as a risk mitigating reserve so are labeled with "NA." It should be noted that since the analysis in Exhibit 5.2 is based only upon the information included in each municipalities' comprehensive annual financial report (CAFR), it is possible that the amount dedicated to risk mitigation could be somewhat higher for some of the municipalities as a legislative policy document might call for maintaining a given amount in fund balances as a reserve without creating an accounting restriction that would show up in the financial report. This is the case for Palmetto Bay which in its budget notes that it has approximately $2.8 committed for declared emergencies established by Council resolution. This is also true for the Town of Miami Lakes and City of Edgewater. Miami Lakes' reserve policy ordinance requires that, when possible, it maintain 15 percent of budgeted general fund expenditures on hand as a reserve. Edgewater's Charter includes a requirement to maintain reserves between 15 and 25 percent of its general fund appropriations, excluding operating transfers, a range which is in line with GFOA's recommendation for Palmetto Bay. In addition, the Village Council for the Village of Pinecrest, located directly to the north of Palmetto Bay, allocates additional unassigned fund balance during the budget process for possible emergencies due to its location in a hurricane zone. For Cutler Bay, located directly to the south of Palmetto Bay, it maintains several reserves "for contingencies and emergency situations, as well as for

the impact of revenue reforms on the stability of the Town's operating budget and for other items such as grant matches." While its CAFR documents that it dedicates $2.0 million in its assigned fund balance for potential build-out and operational issues related to the Cutler Bay Town Center, its budget details an additional $7.3 million from its unassigned fund balance for reserves dedicated to emergency contingency for extreme events, revenue stabilization related to revenue volatility, grant match related to expenditure volatility, insurance to cover claim deductibles, and tax equalization for potential cash flow issues. That said the figures in Exhibit 5.2 are probably inclusive of most of the funds these municipalities have dedicated to risk mitigation.

GFOA Reserve Analysis for the Village of Palmetto Bay

Exhibit 5.2 – Fund Balance as a Percent of General Fund Revenues for Comparable Florida Municipalities

		Fund Balances as Percent of General Fund Revenue		
Municipality	**Population**	**Unrestricted**	**Available for Risk Mitigation**	**Dedicated to Risk Mitigation**
Palmetto Bay	23,447	95%	94%	NA
Cooper City	32,345	28%	26%	NA
Cutler Bay	42,035	109%	79%	11%
Edgewater	20,737	30%	25%	NA
Miami Lakes	30,057	27%	27%	NA
Pinecrest	11,015	43%	42%	16%
Temple Terrace	25,029	20%	17%	5%
Average	***26,381***	***50%***	***44%***	***11%***
Median	***25,029***	***30%***	***27%***	***11%***

Unsurprisingly, the averages at the bottom of the table decline as one reads from left to right, as the scope of fund balance included declines.

For Palmetto Bay's purposes, the figures in the second and third columns are most relevant. These figures tell us that Palmetto Bay has a significant portion of unrestricted fund balances relative to its General Fund revenues, 94 percent, that could be used for risk mitigation. The comparable municipalities averaged 44 percent in this category.

In terms of fund balances dedicated to risk mitigation, only three peer municipalities noted in their CAFRs a fund balance specifically for risk mitigation. As discussed earlier, a legislative policy may not be captured in financial reporting, which is the case of the Village. While the Village's financial report shows that it does not dedicate specific fund balances for risk mitigation, we know Palmetto Bay sets aside 20 percent of General Fund revenues for emergencies, as established by Council resolution. Comparatively, when including the $7.3 million in additional reserves described in its budget, Cutler Bay sets aside 52 percent of its General Fund revenues for risk mitigation, far more than any other peer municipality listed. The exhibit also tells us that the GFOA recommendation of a reserve equal to between 19 and 29 percent of the Village's General Fund revenues is in line with its northern neighbor Pinecrest who sets aside 16 percent of its General Fund revenue also for possible emergencies, such as hurricanes. It is also not out of line with the median of reserves available for risk mitigation for all peer municipalities.

As a final input into considering the range of reserve targets, the Village should consider two factors that are relevant to sizing a reserve:

- **Government size:** As a smaller municipality, Palmetto Bay will generally have more vulnerability to risk because it has a less diverse tax base and less diverse resources to draw upon than a

much larger municipality. This suggests a reserve at the higher end of the range suggested by GFOA.

- **Borrowing capacity:** The Village does not have significant debt or large capital needs in the future. This suggests that the Village has financial flexibility should it need access to capital as it does have the capability to assume more risk with lesser reserves.

In conclusion, to zero in on a final reserve target GFOA recommends that the Palmetto Bay's Village Council and staff have a conversation about their risk appetite. A low risk appetite should suggest that a reserve closer to 29 percent for the General Fund would be safer for the Village. If the Village has a higher risk appetite it would adopt a reserve target closer to 19 percent. The Village could also adopt a target between these two poles. In short, there is no one "correct" answer as the final target is a product of the Village's willingness to assume risk. The $1.0 million for a sinking maintenance and replacement fund is included in both the risk averse and less risk averse columns as it is a known liability and not a matter of risk.

Relation to the Village's Existing Reserve Strategy

The Village's existing reserve strategy includes an emergency reserve, intended for unanticipated emergencies as declared by Council resolution. GFOA applauds the Village for this practice of explicitly recognizing the purposes of the reserves. This provides for greater transparency on why the Village holds reserves. GFOA also recommends retaining this categorization going forward. Palmetto Bay currently holds $2.8 million, which falls within GFOA's recommended reserve target range.

C. Policies to Support the General Fund Reserve Strategy

This section presents ideas for formal policies that Palmetto Bay may wish to adopt that would support the Village's reserve strategy.

General Fund Reserve Policy

The Village should adopt a formal general fund reserve policy. A policy would accomplish the following:

- Memorialize the final reserve target in a document that receives formal council approval.
- Officially establish the intent of the Village to maintain the target level of reserves.
- Describe the acceptable uses of reserves. This prevents the reserves from being used inappropriately and, thus, degrading the Village's risk mitigation capabilities.
- Describe who is authorized to use the reserves.
- Provide guidance on how to replenish reserves back to target levels, when necessary.

Asset Management Policy

An asset management policy will help support the Village's reserve strategy because maintenance of capital assets is a major draw on the Village's resources. A policy will help the Village improve upon its already strong capital planning practices and standardize its approach to asset maintenance and replacement.

D. Conclusion

GFOA commends Palmetto Bay for evaluating its General Fund reserve level in light of the risks the Village faces. The GFOA analysis of the Village's risks has suggested items for the Village Council and staff to consider in determining how large a reserve to maintain. GFOA recommends that Palmetto Bay establish a reserve target for its General Fund of between $2.6 million and $4.0 million or 19 percent and 29 percent of its General Fund revenues, respectively. We also recommend the Village consider adopting an asset management policy, including $1.0 million maintenance and capital repairs sinking fund to help finance foreseeable asset repair needs.

ITEM 13A

To: Honorable Mayor and Village Council

Date: January 6, 2020

From: Village Manager Edward Silva

Re: Capital Asset Funding Policy

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CAPITAL ASSET FUNDING POLICY; IDENTIFYING FUNDING FOR CAPITAL ASSETS/PROJECTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:
The Village of Palmetto Bay currently allocates funding annually for repairs, replacement or purchase of assets.

The proposed Capital Asset/Project Funding Policy establishes a mechanism to continually fund a capital assets fund for repairs, replacement and purchase of assets as needed and not only if allocated within the budget.

FISCAL IMPACT:
No fiscal impact as this is only a funding mechanism.

RECOMMEDATION:
Approval is recommended.

ATTACHMENTS:
Capital Asset/Project Funding Policy.

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CAPITAL ASSET FUNDING POLICY; IDENTIFYING FUNDING FOR CAPITAL ASSETS/PROJECTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. (*Sponsored by Administration*)

WHEREAS, to ensure that the Village assets are always appealing and accessible to the Village residents; and

WHEREAS, the Village wishes to establish funding for a Capital Assets/Projects fund to repair, replace or purchase Village assets; and

WHEREAS, the Village of Palmetto Bay's Capital Assets/Projects Funding Policy (Attachment A) will provide a means to ensure funding for the repair, replacement or purchase of Village assets.

NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The above whereas clauses are incorporated by reference into this ordinance.

Section 2. The Village Manager is to ensure that all procedures in the policy are adhered to.

First Reading: _____

Second Reading: _____

PASSED and **ADOPTED** this _____ of _____ 2019.

Attest:

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

CAPITAL ASSET/PROJECT FUNDING POLICY

I. Purpose

The Village hereby establishes the General Fund Capital Assets/Projects Fund, for the purpose of accumulating funds to purchase, replace or repair the Village's capital assets.

II. Definitions

Capital Assets:

Capital assets, which include land, buildings, furniture and equipment and infrastructure assets (e.g., roads, sidewalks, and similar items), are reported in the government-wide financial statements. Capital assets are defined by the Village as assets with an initial, individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at their acquisition value (the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the acquisition date).

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are expensed as incurred. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The Village maintains a $750,000 threshold for capitalizing easements and a $250,000 threshold for capitalizing software.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Furniture and equipment	5-20
Vehicles	7
Buildings	30
Leasehold improvements	10
Infrastructure	30
Software	5

Major Improvement:

A major replacement/improvement to an asset is an expenditure of more than $5,000 and extends the life of an asset by more than one year.

Major Repair:

A major repair is an expenditure due to damage of more than $5,000 but does not extend the life of an asset.

III. POLICY

To fund the General Fund Capital Assets Fund 60% of the prior year's operating surplus will be allocated from the General Fund unreserved fund balances and transferred to the Capital Asset/Project Fund.

The Capital Assets/Projects ending fund balance shall not exceed $5,000,000.

Only with a super majority vote of the Village Council can unallocated funds be returned to the General Fund.

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ADVISORY BOARDS AND COMMITTEES; ESTABLISHING A COMMITTEE FOR THE SELECTION OF THE PERMANENT VILLAGE MANAGER; DIRECTING THE COMMITTEE TO REVIEW THE FINALISTS AND MAKE A RECOMMENDATION TO THE VILLAGE COUNCIL; THE COMMITTEE SHALL SUNSET IMMEDIATELY FOLLOWING THE RECOMMENDATION MADE TO THE VILLAGE COUNCIL, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Village Council adopted Resolution 2019-162, which authorized the retention of a professional executive search firm ("firm") to solicit applicants for the position of permanent Village Manager; and

WHEREAS, in order to select the individual for the position of Village Manager, the Village Council wishes to establish a committee to make recommendations to the Village Council regarding the applicants chosen by the firm; and

WHEREAS, the Village Council hereby establishes the Committee and its composition.

NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. There is hereby established a "Village Manager Selection Committee" for the purpose of making recommendations to the Village Council for the selection of a permanent Village Manager.

Section 2. The Committee shall be comprised of five (5) individuals that do not serve on an existing Advisory Board or Committee and with each Councilmember choosing a Committee Member by direct appointment as follows:

Mayor Karyn Cunningham: _____

Vice Mayor John DuBois: _____

Councilmember Patrick Fiore: _____
Councilmember David Singer: _____
Councilmember Marsha Matson: _____

Section 3. The Village Clerk and Village Attorney shall serve as ex-officio members solely to assist the Committee as needed.

Section 4. (a) Pursuant to Section 2-57 of the Village's Code of Ordinances, the Village Council shall appoint a non-voting Council Liaison to the Committee which shall: (i) serve as the intermediary between the Council and the Committee; (ii) attend the meetings of the Committee; and (iii) make sure the committee has the information it needs to function accordingly.

(b) The Village Council is desirous in appointing: Mayor Karyn Cunningham as the non-voting Council Liaison to the Village Manager Selection Committee.

Section 5. The Village Manager Committee will sunset immediately upon sending its recommendations to the Village Council.

Section 6. This Ordinance shall take effect immediately upon its adoption upon second reading.

FIRST READING: **March 2, 2020**
SECOND READING: _____

PASSED and **ENACTED on SECOND READING** this ____ day of _____ 2020.

Attest:

_____ _____
Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE

USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria
Village Attorney

VOTE UPON FIRST READING:

Mayor Karyn Cunningham _____

Vice Mayor John Dubois _____

Council Member David Singer _____

Council Member Patrick Fiore _____

Council Member Marsha Matson _____

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

ORDINANCE 2020-_____

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES ENTITLED "ENVIRONMENT" REGARDING SINGLE-USE DRINKING WATER PLASTIC BOTTLES; PROHIBITING THE SALE, DISTRIBUTION OR USE OF SINGLE-USE DRINKING WATER PLASTIC BOTTLES ON VILLAGE PROPERTY; BARRING THE USE OF VILLAGE FUNDS FOR PURCHASE OR DISTRIBUTION; PROVIDING FOR DEFINITIONS, EXEMPTIONS, ENFORCEMENT AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John Dubois)*

WHEREAS, the Village of Palmetto Bay has the responsibility to protect the natural environment, economy and health of the residents of the Village; and

WHEREAS, the Village has demonstrated its commitment to the environment by enacting legislation prohibiting the distribution or use of plastic straws and expanded polystyrene Styrofoam by Village vendors; and

WHEREAS, Americans currently purchase half a billion bottles of water weekly; and

WHEREAS, on a world-wide basis, only nine (9) percent of all the plastic ever produced has been recycled; and

WHEREAS, an estimated two (2) million tons of plastic water bottles end up in landfills each year; and

WHEREAS, daily news reports describe the staggering volume of plastic consumed by marine life and the continuing effect this has on diminishing animal reproduction; and

WHEREAS, the Council wishes to adopt this Ordinance to protect its citizens, to protect wildlife and protect the environment from the devastating effect caused by the over-abundance of single-use plastic bottles.

NOW THEREFORE, BE IT ENACTED BY THE MAYOR AND COUNCIL OF PALMETTO BAY, FLORIDA THAT:

SECTION 1. That Section 15-184 of the Village Code of Ordinances is created as follows:

SECTION 15-184: SINGLE USE DRINKING WATER PLASTIC BOTTLES:

Definitions:

(i) Village Property means real property, including but not limited to buildings owned or leased by the Village, park property and Village streets and rights-of -way.

(ii) Rigid Plastic Bottle means any formed or molded container comprised primarily of plastic resin, having a relatively inflexible fixed shape or form, having a neck that is smaller than the container body, and is intended primarily as a single use container.

(iii) Single Use Drinking Water means drinking water in a rigid plastic bottle having a capacity of twenty-one (21) fluid ounces or less.

(iv) Water includes natural spring or well water, water taken from public or private systems or other sources, including distilled, deionized, filtered or purified water. Water does not include carbonated or sparking water, soda, seltzer, tonic water, flavored water, fitness, vitamin, or energy water.

SECTION 2. That Section 15-185 is created as follows:

Section 15-185: Prohibition on Sales, Use and Distribution

(i) Beginning January 1st, 2021, no person or entity may sell or distribute Single Use Drinking Water Plastic Bottles on Village Property except as provided in Section 15-186, below.

(ii) Beginning January 1st, 2021, no person may use Single Use Drinking Water Plastic Bottles on Village Property.

(iii) Beginning January 1st, no Village funds shall be used to buy or distribute Single Use Drinking Water Plastic Bottles except as provided in Section 15-186, below.

SECTION 3. That Section 15-186 is created as follows:

Section 15-186: Waivers and Exclusions:

(i) The Village Council may authorize a waiver of the provisions of Section 15-185 upon a majority vote of the Council to allow the sale and distribution of Single Use Drinking Water Plastic Bottles at Village sponsored or permitted events.

(ii) The provisions of Section 15-185 shall not apply to any person or entity that sells or distributes Single Use Drinking Water Plastic Bottles during periods of hurricanes or other instances where the health, welfare and safety of the public is endangered.

SECTION 4. That Section 15-187 is created as follows:

Section 15-187: Notifications and Penalties.

(i) Beginning with the effective date of the Ordinance, the Village shall undertake the process of notifying the public through the Village website regarding the prohibition that will take effect January 1st, 2021 regarding the sale, use or distribution of Single Use Drinking Water Plastic Bottles on Village Property.

(ii) Penalties for the violation of this section are as follows:
(a) Five Hundred Dollars ($100) for the first violation.
(b) Seven Hundred Dollars ($250) for a second violation.
(c) One Thousand Dollars ($500) each successive violation.

(iii) Penalties for the violation of this Ordinance shall only apply to entities that are in the business of selling or distributing Single Use Drinking Water Plastic Bottles.

SECTION 5. This Ordinance shall take effect immediately upon its adoption upon second reading.

FIRST READING: March 2, 2020
SECOND READING: _____

PASSED and ENACTED on SECOND READING this ___ day of _____, 2020.

Attest:

_____ _____

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria
Village Attorney

VOTE UPON FIRST READING:

Mayor Karyn Cunningham _____

Vice Mayor John Dubois _____

Council Member David Singer _____

Council Member Patrick Fiore _____

Council Member Marsha Matson _____

FINAL VOTE AT ADOPTION ON SECOND READING:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____

ORDINANCE 2020-____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL EVENTS; AMENDING THE CODE OF ORDINANCES, CHAPTER 30, DIVISION 30-60, SECTION 30-60.18, ENTITLED "SPECIAL EVENTS, TEMPORARY"; PROVIDING FOR THE REGULATION OF SPECIAL EVENTS; PROVIDING FOR PERMITTING, HOURS OF OPERATION, FEES, APPLICATION PROCEDURES, SIGNAGE, AND RELATED PROVISIONS; PROVIDING FOR SEVERABILITY, CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.
(Sponsored by Councilmember David Singer)

WHEREAS, special events such as concerts, festivals, exhibits, and performances are regularly held in the Village of Palmetto Bay; and

WHEREAS, special use of public and private property for the purpose of conducting special events can sometimes create unique demands on public services and present unique public health and safety issues; and

WHEREAS, the Village of Palmetto Bay has determined that it is in the best interests of the citizens and visitors to amend the Code of Ordinances to maximize positive community opportunities and minimize negative concerns regarding special events.

NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

The Code of Ordinances at Chapter 30, Division 30-60, Section 30-60.18, Special Events, shall be amended as follows:

A special event or temporary use is permitted on private property in all zoning district provided a special event permit is obtained. The special event permit application includes applicant, event and event logistical information to be considered by the Village in making its determination whether to approve an application. Temporary structures including tents and lighting require building division review and may require a building permit.

Temporary signs and/or banners shall comply with the provisions of Division 30 90.

Section 1. Special Events - Definitions.

A 'Special Event' shall be defined as a temporary use on public or private property that would not be permitted generally or without restriction throughout a particular zoning district, but would be permitted if controlled with special review in accordance with this section, and to which individuals are invited to watch, listen or participate, with or without admission charges, including, but not limited to, the following:

(a) Carnivals, circuses, mechanical amusement rides, and similar activities.
(b) Any event that will take place on a public right-of-way within the boundaries of the Village of Palmetto Bay or on any other property owned or occupied by the Village of Palmetto Bay.
(c) Outdoor shows, concerts and exhibitions.
(d) Block parties, craft fairs, parades, rallies, or other similar events.
(e) Any event, public or private, requiring street closure which occurs on a Village street, sidewalk, alley or other street right-of-way, and which is likely to obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic.
(f) Any activity or event, including private gatherings on residential property {other than those identified in (g)(4.) below, that have more than 100 attendees and occurs within the boundaries of the Village of Palmetto Bay.
(g) Special event does not include the following:
1. Any activities or events held or conducted by the Village of Palmetto Bay and approved by the Village Council.
2. Grand openings for businesses, provided the special event does not last longer than thirty (30) days: ribbon-cuttings: not-for-profit bake sales.
3.Residential garage sales, provided that no more than four (4) days per year; a sale over the weekend shall count as three (3) days.
4. Road-side and/or other properties for temporary commercial use such as Christmas Trees, Halloween Pumpkins and 4th of July Fireworks sales shall be authorized via permits to be issued by the Planning and Zoning/Building as required up to a maximum of thirty (30) consecutive days.

Section 2. Permit Required. To hold, engage in, or conduct any special event subject to the provisions of this article and not expressly exempt, a permit issued pursuant to the provisions of this article must be obtained.

Section 3. Special Event Hours and Duration.

(a) No special event shall be or conducted or prepared for after 11:00 p.m. and before 7:00 a.m., unless the event is held or conducted within a building with solid walls which is insulated and/or effectuates an exterior noise level at or below the legal sounds decibels.

(b) Except as provided in Section 1 {g), special events are limited to three (3) consecutive days per event. Events taking longer than three (3) consecutive days require Council approval.

(c) All special events expecting 100 or more in attendance will require Council approval.

Section 4. Permit Application Procedure; Appeal.

{a) A complete application for a permit pursuant to this article shall be submitted along with all required documents, to the Planning & Zoning Department no later than thirty (30) days prior to the event to avoid late fees. Payment must be made at the time of the submittal process.

(b) For events requiring Council approval, the application is to besubmitted no later than sixty (60) days in advance of the date of the proposed event.

(c) A fee of $150 for events with no Council approval, $250 for events with Council approval and $500 for applications received after the required timeframe, which are to be used to defray the costs of administration and review of the application pursuant to this code. Any event sponsored by an organization or entity which qualifies under section 501(c)(3) of the U.S. Internal Revenue Code will receive a 50% reduction on application fee. No refund of an application fee shall be permitted in the event the application is not approved. Applications less than ten (10) days prior to event date will not be accepted.

{d) Once an application is submitted the process is as follows; (i) verification that all documents are included in the packet: (ii) applications will be sent to the Public Works Department, Building Department, Police Department and Planning and Zoning Department, with copies to the Village Manager: {iii) upon the respective departments having reviewed the application. all comments will be forward to the applicant to address; {iv) departments shall then review any comments received form the applicant and respond no later than three (3) days after the date of the application as to whether it approves the plans as submitted, approve the plans subject to stated conditions, or objects for stated reasons.

{e) It is the responsibility of the applicant to ensure that any and all comments made by the Village departments are addressed to continue the application

process. If all comments have been addressed and approved. the applicant will be notified via e-mail.

(f)The application will be sent to the Village Manager, or his/her designee, for final approval. A copy of the application with an approval stamp will be sent to the applicant and the Village's Code Compliance Department.

(g}The permit application shall be approved only if the application demonstrates that the special event meets the requirements of this division and all other applicable laws. Rules and regulations and will provide for the protection of the public health, safety and welfare. Without limitation the application must demonstrate that the activity:

1. Will not unreasonably impact traffic volumes and conditions. and will not unreasonably interfere with the flow of vehicular or pedestrian traffic. such as when alternative routes for such traffic are unavailable or impractical:

2. Will not unreasonably deny access to any properties or areas of the Village, or access of the public generally to public facilities. by either vehicular or pedestrian traffic:

3. Will not cause any danger or health hazard or unreasonable inconvenience to any person and will not damage any public or private property;

4. Will not create an unreasonable demand upon the emergency services personnel and equipment serving the Village, so as to cause potential deficiencies in such services;

5. Will not be a use of a type or intensity inconsistent with surrounding land uses and the reasonably quiet and peaceful enjoyment thereof:

6. Will not be conducted in violation of any Village, State or County rule, regulation or law:

7. Will not result in the depletion. destruction. removal. trampling. or other damaging of existing vegetation:

8. Will have available on private lands sufficient areas for parking to accommodate the vehicular traffic reasonably to be expected. or provie sufficient safe parking in the public right-of-way or other public areas. subject to approval and limited by the Manager:

9. Is not designed to and is not reasonably likely to imminently cause or occasion violence, unlawful activity. or civil disorder.

(h} An applicant may appeal any action on an application for a permit to the Village Council. in writing stating the grounds for appeal sent to the Village Clerk at least ten days prior to the Council meeting at which the appeal will be heard.

Section 5. The Permit Application is attached as Exhibit "A".

Section 6. Issuance of a Permit Conditions and Enforcement

(a) The permit shall be issued upon such conditions as may be required to ensure compliance with Village regulations governing the matters contained in the application or as are reasonably necessary to protect the peace and tranquility of any residential area, mitigate traffic impacts, protect other uses in the area, or to protect the public health and safety.

(b) The permittee shall provide notice to all business and residences property owners within 2,000 feet of the location of the special event no less than ten (10) days prior to the event, at the applicant's expense.

(c) The permit shall not relieve or waive the requirement that a special event which requires street closures must first obtain a permit or other approval from the Public Works Director for the encroachment on, use or closure of such street or Village right-of-way.

(d) Any event or activity which occurs on any street within the Village, sidewalks, alley or other Village right-of-way is required to make a security deposit in an amount to be determined by the Public Works Director to assure proper clean up and replacement of public property to its original condition and cost of Village services.

(g) For all events or activities which will take place on premises owned or occupied by the Village, the Manager shall require, as a condition of the issuance of a permit, proof of and maintenance of insurance, obtained and paid for by the applicant, in a form reviewed and approved by the Village Attorney. The insurance policy shall be endorsed to the name the Village and its elected appointed boards, officers, agents, and employees as additional insured, and shall provide that any other insurance maintained by the Village of Palmetto Bay shall be in excess and not contributing to the insurance coverage provided to the Village under the permittee's policy. The minimum limits of liability shall not be lower than one million dollars ($1,000,000.00) combined single limits, per occurrence and in aggregate. Any applicant who is unable to obtain liability insurance in the amount required by the Village Council resolution may apply to the Council for approval of a lesser amount. A Release, Hold Harmless, and Indemnity Agreement, signed by the applicant in a form approved by the Village Attorney, shall be required.

(h) The permittee, if deemed necessary by the Village Manager, shall procure, at its sole cost and expense, off-duty police and fire services.

Section 7. Performance Bond

The permittee shall obtain a faithful performance bond on behalf of the

Village in the penal sum of $1,000,000. conditioned that the permittee shall, will, and faithfully observe, fulfill and perform according to the plans and conditions approved, and that in the event of any failure on the part of the permittee, the amount thereof shall be recoverable by the Village for any damages resulting from the failure.

Section 8. Signage

Any sign which is used in conjunction with a special event must be in compliance with the sign standards of Division 30-90. Event signage cannot use the Village of Palmetto Bay name or seal, or be published on the Village website without the express written approval of the Village.

Section 9. Revocation of permits.

Once a permit has been issued pursuant to this section, it may be revoked by the Manager or his/her designee for violation of the terms and conditions thereof, or when reasonably necessary to prevent violence, unlawful activity civil disorder or danger or health hazard to any person, based on events or information, including hurricane warnings, brought to the attention of the Manager or his/her designee after the permit was issued.

Section 10 Violations.

Noncompliance with the conditions of an authorized special events permit or this chapter may be grounds for denial of future permit applications and revocation of existing approved permits.

Section 11. Severability.

The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 12. Effective Date.

This Ordinance shall take effect immediately upon enactment on second reading.

Section 13: This Ordinance shall become effective upon adoption on Second Reading.

FIRST READING: _____
SECOND READING: _____

PASSED and ENACTED on SECOND READING this _____ day of _____ 2020.

Attest:

_____ _____

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

John C. Dellagloria
Village Attorney

VOTE UPON FIRST READING:

Mayor Karyn Cunningham _____

Vice Mayor John DuBois _____

Councilmember Patrick Fiore _____

Councilmember David Singer _____

Councilmember Marsha Matson _____

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham _____

Vice Mayor John DuBois _____

Councilmember Patrick Fiore _____

Councilmember David Singer _____

Councilmember Marsha Matson _____

VILLAGE OF PALMETTO BAY

SPECIAL EVENT PERMIT

For Office Use Only

APPLICANT INFORMATION

Date: _____

Name of Applicant: _____

Name of Owner, *if other than applicant* (as applicable):_____

Address: _____

Telephone:_____ Fax: _____

*Contact Person:_____Mobile No.: _____

Email Address:_____

**Must be available for the duration of the event, including overnight if applicable*

EVENT INFORMATION

Title of Event:_____Purpose of the Event: _____

Location of Event: _____

Date(s) of Event:_____Time(s) of Event: _____

Anticipated Peak Hour(s) of Attendance: _____

Anticipated Attendance (including event crew & participants): _____

Set- up Date:_____Clean-up Date: _____

EVENT LOGISTICS APPROVED

*No. & size of tents approved: _____

*No. & size of temporary signs/ banners approved: _____

Music: ____ Fireworks: ____ Food Caterer:_____ Stage:_____

Alcohol: ____ Amusement Rides: ____ Food Trucks: _____ Generator: ____

Other:_____

CONDITIONS/REQUIREMENTS AS APPROVED

Off Duty Police: _____

Light Towers: _____

Portable Restrooms: _____

MOT Permit: _____

Liquor License: _____

Notice to Applicant:

This permit must be on site and available on the day(s) of the event.

_____ _____

Signature of Applicant *Date*

APPROVAL- FOR OFFICE USE

Police: Approved D Denied D Reason: _____

Signature:_____Date: _____

Zoning: Approved D Denied D Reason: _____

Signature:_____ Date: _____

Building: Approved D Denied D Reason: _____

Signature:_____ Date: _____

Public Works: Approved D Denied D Reason: _____

Signature:_____ Date: _____

Parks & Recreation: Approved D Denied D Reason _____
Signature:_____ Date: __

Village Manager: _____ _____

Signature Date

Special Event Permit Application

What is considered a Special Event...

A special event is defined as the temporary use of public or private property in which individuals are invited to watch, listen or participate, with or without admission charges for the purpose of hosting concerts, circuses, festival, carnival, races, triathlons, walks, shows, exhibitions, and others similar activities within the Village of Palmetto Bay. (Please refer to "Special Event" definition in Ordinance 2020-___)

What you should know...

As per our Ordinance, a special event shall be limited to no longer than three (3) consecutive days per event. Events taking longer than three (3) consecutive days require Council approval.

If the event will have an anticipated attendance of three hundred (100) or more people, Council approval is required. Applications requiring council approval must be submitted at least 60 days prior to the event. Applications not requiring Council approval must be submitted at least 30 days prior to the event. The application will then be reviewed by the respective departments: Parks and Recreation, Planning & Zoning, Building, Police, Public Works, and shall require City Council approval. If you plan to have tents larger than 10x10, a generator larger than 10 KW, a stage or portable toilets, you must also apply for a building permit.

Requirements...

The following requirements must be submitted together:

- Special Event Permit Application
- Fee of $250 if Council Approval Required
- Fee of $150 if No Council Approval Required
- Fee of $500 if application is not submitted within required timeframe
- Events sponsored by an organization or entity which qualifies under Section 501(C)(3) of the Internal Revenue Code will receive a 50% reduction on application fee.
- Application less than 10 days prior to event date will not be accepted
- Hold Harmless Letter
- Site Plan showing layout of the event (provide as much detail as possible)
- Owner's Letter of Approval
- Certificate of Insurance naming the Village of Palmetto Bay as additionally insured for one million dollars
- Consumer's Certificate of Exemption OR Letter from Department of Treasury (IRS)*

* *ONLY FOR NON-PROFIT ORGANIZATION*

For additional information on Special Events Permits please contact the Village at 305-259-1234 or visit our website at www.palmettobay-fl.gov

Special Event Permit Application General Information

A special event is defined as concerts, festivals, races, walks, triathlons, circuses, carnivals, shows, exhibitions, and other similar outdoor events, whether operated totally outdoors, on stage, under tents or with the use of temporary buildings or structures, to which members of the public are invited as participants or spectators. (Village of Palmetto Bay Ordinance #2020-__ "Special Events" Section 1). To ensure the safety of our residents and to maintain the quality of life of our community, the Village must approve all special events prior to any event taking place. On page 3 you will find a list of requirements for submittal of your special event permit.

Village of Palmetto Bay Council Approval Process

Pursuant to Ordinance 2020- __, special events expecting 100 or more attendees, require council approval. Events that may greatly impact traffic, parking, or noise in the surrounding neighborhoods may also require the approval of the City Council. Once the Special Event Permit Application is submitted, the Planning & Zoning Department will determine whether Council approval is required prior to the event taking place. To access the "Special Events" ordinance, visit our website at *www.villageofpalmettobay.com* and click on Special Events under the Planning & Zoning Department.

Ordinance #2020-___

Special events are limited to no longer than three (3) consecutive days per event. Events taking longer than three (3) consecutive days require Council approval. Events for the sale of items directly related to federally recognized holidays may occur once per year for a maximum of thirty (30) consecutive days. Please note that a temporary occupational license is required for sale events. Please contact the Planning & Zoning Department for more information.

Village of Palmetto Bay Application
Packet Submittal Process/Instructions

- Please submit completed application, along with all required documents, to the Planning & Zoning Department no later than sixty (30) days prior to your event to avoid late fees. (Payment must be made prior to submittal process)

- For events requiring Village of Palmetto Bay Council approval, the application is to be submitted no later than ninety (60) days in advance of the date of your proposed event.

- After the application and all required documents have been submitted, the Planning and Zoning Department Director, or his/her designee, will then begin the submittal process.

- This process is as follows: *verification that all documents are included in the packet (Special Event Application Requirement Checklist on Page 4), an email will be sent to Village Departments in need of review depending on the type of event (i.e. road closure; Public Works Department, permits; Building Department, security; Police Department etc.), once the respective department(s) has reviewed the application, all comments will be forward to the applicant to address.*

- At this point, it is the responsibility of the applicant to ensure that any and all comments made by our department(s) are addressed to continue the application process. If all comments have been addressed and approved, the applicant will be notified via email.

- Lastly, the application will be sent to the Planning and Zoning Department Director, or his designee, for final approval. A copy of the application with an approval stamp will be sent to the applicant and the Village's Code Compliance Department.

Please note: Your event may require a meeting with one, or all of our departments to ensure that all pertinent details have been clarified.

If you are unsure if your event requires Council approval or Building Department permits, please contact both the Planning & Zoning and Building Department respectively.

Village of Palmetto Bay
Building Department Information

Depending on the nature of the event, building permits may be required. The following is a guideline of what should be submitted to the Building Department:

I. Building Department Permit Application (available via our website at www.palmettobay-fl.gov)

- 2 sets of the following plans and documents:

II. Site plan showing layout of the event (provide as much detail as possible). Show crowd flow, control, seating and parking. Specify configuration and size of stage(s), bleachers, stands, concession booths, trailers and rides. For tents, be sure to show configuration, size, location and intended use. Signed and sealed structural calculations and flame retardant certificate must be included for all tents larger than 10 X 10. A building permit is required for all of the items listed above and must be obtained by a qualified contractor.

III. Indicate on the site plan any power supply being used including electrical connections, light towers, generators, etc. Be sure to specify the size, location and electrical load for each power supply. An electrical sub-permit is required for any electrical connections, light towers, generators, etc., and must be obtained by a qualified electrical contractor.

IV. Show portable toilet units (or facilities available) on the site plan. Handicapped toilet facilities must be provided. A plumbing sub-permit is required for portable toilets and must be obtained by a qualified plumbing contractor or portable Toilet Company.

V. If LP (propane) gas is being used, a gas sub-permit is required. The sub-permit must be obtained by qualified gas or plumbing contractor. Keep in mind that cooking and catering require the approval of Miami-Dade County Health Department. In addition, running water must be available during the event.

VI. Must show ADA accessibility.

Please Note: Plans may need to be reviewed by other agencies outside of the Village of Palmetto Bay {i.e., Miami-Dade County Fire Department). If multiple permits are needed, all permits must be obtained at the same time. Contractors need to be registered with the Building Department prior to any permits being issued. Inspections are required for all permits obtained from the Building Department. Other inspections, such as fire and zoning, may also be required. Permits must have approved final inspections before the event takes place. A Provisional Certificate of Occupancy will be issued once all permits are finalized.

Planning & Zoning Department

Special Event Application Requirement Checklist

If any of the below applicable requirements are not submitted with the application the application will be considered INCOMPLETE. Please review the application and applicable requirements to ensure accuracy of packet.

Requirements:

I. Special Event Application ☐

- *If application was submitted less than the required timeframe prior to the event, an additional late charge of $500.00 will be assessed.* Application less than 10 days prior to event date will not be accepted

II. Fee $150- No Council Approval Required ☐
Fee $250 – Council Approval Required ☐

Any event sponsored by an organization or entity which qualifies under section 501(c)(3) of the U.S. Internal Revenue Code will receive a 50% reduction on application fee.

Payment Methods: Check payable to the Village of Palmetto Bay, Credit Card Visa and MasterCard (American Express is not accepted)

III. Hold Harmless Letter ☐

Sample letter attached to this application

IV. Site Plan ☐

Please attach a diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, and parking. Also show configuration and sizes of stage(s), concession booths, tent(s) location, portable toilets, and fire protection equipment.

V. Certificate of Insurance ☐

Naming the Village of Palmetto Bay as additional insured

VI. Owner's Letter of Approval ☐

Signed letter of authorization from the owner of the property, or personnel authorized to sign for owner.

VII. Consumer's Certificate of Exemption OR Letter from Department of Treasury (IRS) ☐

Only for non-profit organizations

Location Type
Private Property ☐
Public Property ☐

Village of Palmetto Bay Special Event Application

Special Event Name: _____

Event Organizer:_____Event Address: _____

City:_____State: _____ Zip Code:_____Dates:_____to _____

Event Hours: From_____(am/pm) to_____(am/pm) Estimated Attendance: _____

Applicant Information

Applicant's Name:_____Title: _____

Applicant Address: _____City:_____State: _____

Zip Code: _____ Telephone:_____ Email: _____

Promoter/Company Information

Organizer Name: _____

Organizer Address:_City:_____State: _____

Telephone:_____Email: _____

General Event Information

TYPE OF EVENT:

Grand Opening ☐ Parade ☐ 5K Run/Walk ☐ Corporate/Business ☐ Groundbreaking/New Project ☐

Athletic/Sports ☐ Holiday Themed ☐ Store Anniversary ☐ Other (specify): _____

SPECIAL CONSIDERATIONS:

Animal ☐ Cooking ☐ Alcoholic Beverages ☐ Road Closures ☐ Firework ☐ Food Trucks ☐

Applicants are responsible for obtaining a liquor permit as required by statutory regulations. To determine whether a liquor license is required for your event, please contact the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco Application, 850-487-1395.

Other (specify): _____

Event Description: _____

_____

_____

_____

Purpose of Event: _____

_____

_____

_____

Period of Requested Use (Including Set-up / Tear-down and Clean-up time):

From_____To _____

Yes	No	
☐	☐	Is this event open to the general public?
☐	☐	Will there be an admission fee? If yes, please provide amount(s): _____
☐	☐	Will alcoholic beverages be served, sold Yes____No__ Type_____Price _____
☐	☐	Will you have music? Live____Taped____DJ____Type of music _____
☐	☐	Will there be on-site registration?_____
☐	☐	Will there be sponsors or vendors on-site? If yes, please list them below.

_____

Special Event History

List any events sponsored by your organization and where they were held. Please include, the event name, date, total attendance, and any incidents during the event (if any).

1. _____
2. _____
3. _____

Parks & Recreation Department Initial Review

If event is taking place at a Village Park, please complete this section

Name of Park:_____ **Address:**_____

Area/Amenity of park to be used: *(Please check all that apply)*

__ Recreation Room	__Gazebo/Pavilion	__Meditation Garden	__Picnic Area	__Ball Field #____
__Soccer Field	__Football Field	__Open Field Area	__Volleyball Courts	__Playground
__Basketball Courts	__Skate Park	__Amphitheater	__Covered Terrace	__Open Terrace
__Tennis Courts	__Racquetball Courts	__Walking/Jogging Trails	__Entire Park	__Other _____

Vendors: All vendors must provide insurance certificate naming the Village as additional insured (For insurance Requirements please visit our Parks & Recreation Facility Rental Rules & Regulations)

__ Caterer _____

__ Food Trucks _____

__ Amusement Rides (Bounce House, Mechanical etc.) _____

__ Other _____

Please note a rental application must be completed once the Special Event has been approved.

Office Use Only

Permit Required: Yes____No____Staff:_____Date: _____

Signature_____

Building Department Initial Review

Building Trade

	Yes	No
Will your event require tents? Size:_____Quantity: _____	☐	☐
If larger than 10X10, please explain how the tent(s) will be grounded?_____		
Will your event require a stage, or platform? Size:_____Quantity: _____	☐	☐
Other temporary structure(s)? Please, explain:_____		

Office Use Only

Permit Required: Yes____No____Staff:_____Date: _____
Signature_____

Electrical Trade

	Yes	No
Will a generator be used? Size (Watts):_____Quantity: _____	☐	☐
Will light towers be used? Quantity: _____	☐	☐
Any other electrical need(s) not specified? Please, explain: _____	☐	☐

Office Use Only

Permit Required: Yes____No____Staff:_____Date: _____
Signature_____

Plumbing Trade

What type of restroom facilities will be provided? Existing Building____Portable Toilets___

What is the distance of the path to the restrooms nearest the main event?_____(ft.)

Office Use Only

Permit Required: Yes____No____Staff:_____Date: _____
Signature_____

Public Works Department
Traffic Impact Initial Review

Will your event involve any partial or complete road/lane closures? Yes ____ No ____
if yes, please provide additional information below.

Will your event involve any partial or complete sidewalk closures? Yes ____ No ____

Proposed event will occupy: One lane____Two Lanes____Half Street____Full Street ___

How many of the following? Vehicles_____Pedestrians _____

Street Name: _____

From:_____to_____Beginning

Date:_____Time:_____Ending Date:_____Time: _____

Street Name: _____

From:_____to_____Beginning

Date:_____Time:_____Ending Date:_____Time: _____

Street Name: _____

From:_____to _____

Beginning Date:_____Time:_____Ending Date:_____Time: _____

You may be required to hire off-duty police officers for traffic control and ensure the safety of participants and/or spectators. Emergency vehicles must have access without delay.

Office Use Only

MOT Permit Required: Yes_____No____Staff: _____Date: _____
Signature _____

Police Department Initial Review

Event Location:_____ Anticipated Attendance: _____ Event Time: _____

Office Use Only

Permit Required: Yes_____No_____Staff :_____Date: _____

Off-Duty police required: Yes___No____ How many officers: ____
Time officers required: _____ Signature:_____

Signed by Permittee: _____Title: _____ Date: _____

(COMPANY/FOUNDATION LETTERHEAD HERE)

Hold Harmless Letter

I (We) agree to hold The Village of Palmetto Bay, its agent and authorized personnel harmless and relieve them from any responsibility or liability for any legal action or damage, cost or expense (including attorney's fees) resulting from damage and/or personal injury that should occur on the premises.

(Authorized personnel signature)

(Authorized personnel company/foundation name)

(Authorized personnel printed name)