



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

**Section 1.** The Village Council hereby waives the procurement requirements for the installation of permanent speed tables, due to safety concerns related to traffic.

**Section 2.** The Village Manager is hereby authorized to spend up to \$70,000 to install 23 permanent speed tables at the 14 locations identified below:

1. SW 141 Street between US 1 and 82<sup>nd</sup> Ave. - (2 tables)
2. SW 78<sup>th</sup> Avenue between 144 St. and 139 St. - (2 tables)
3. SW 80<sup>th</sup> Avenue between 152 St. and 155 St. - (1 table)
4. SW 92<sup>nd</sup> Avenue between 181 St. to 184 St. - (1 table)
5. SW 157<sup>th</sup> Street between 90<sup>th</sup> Ave. and 92<sup>nd</sup> Ave. - (1 table)
6. Intersection at SW 83 Ave. and 142 St. - (1 table)
7. SW 92<sup>nd</sup> Court between 170 St. and 180 St. - (1 table)
8. SW 178 Terrace between 87<sup>th</sup> Ave. and 92<sup>nd</sup> Ave. - (2 tables)
9. SW 140<sup>th</sup> Street between 77 Ave. and 136 Street - (2 tables)
10. SW 181<sup>st</sup> Street between 87<sup>th</sup> Ave. and 84<sup>th</sup> Ave. - (2 tables)
11. SW 180<sup>th</sup> Street between 87<sup>th</sup> Ave. and 84<sup>th</sup> Ave. - (2 tables)
12. SW 179<sup>th</sup> Street between 87<sup>th</sup> Ave. and 84<sup>th</sup> Ave. - (2 tables)
13. SW 178<sup>th</sup> Street between 87<sup>th</sup> Ave. and 84<sup>th</sup> Ave. - (2 tables)
14. SW 176<sup>th</sup> Street between 87<sup>th</sup> Ave. and 84<sup>th</sup> Ave. - (2 tables)

**Section 3.** The Administration can authorize the removal of permanent speed tables provided that two-thirds of the residents on the effected street, sign and approve for its removal and provided that all associated costs are reimbursed for said removal.

**Section 4.** This Resolution shall become effective upon the date of its adoption herein.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of June 2019.

Attest:   
**Missy Arocha**  
Village Clerk

  
**Karyn Cunningham**  
Mayor

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

3  
4  
5 DocuSigned by:  
6 *Dexter W. Lehtinen*  
7 **Dexter W. Lehtinen**  
8 **Village Attorney**

9  
10  
11  
12 **FINAL VOTE AT ADOPTION:**

13 Council Member Patrick Fiore YES  
14  
15 Council Member David Singer YES  
16  
17 Council Member Marsha Matson NO  
18  
19 Vice-Mayor John DuBois ABSENT  
20  
21 Mayor Karyn Cunningham YES  
22



ENGINEERING CONTRACTOR – LIC: E-251302  
11020 SW 55 ST., MIAMI, FL 33165  
PHONE: 786-291-2949 FAX: 786-472-8831  
[maggolc@yahoo.com](mailto:maggolc@yahoo.com)

## PROPOSAL

February 23, 2019

To:

Dionisio F. Torres, P.E.  
Director of Public Services  
Village of Palmetto Bay

Project: Construction of one (1) Speed Table

Proposal Includes:

1. Mobilization and MOT
2. Milling Existing Asphalt
3. Superpave Asphalt Concrete SP-9.5
4. Thermoplastic Striping
5. Signs
6. Clean the areas affected.

**LS Price Proposed: \$ 7,200.00 EA**

**Notes:**

**This proposal does not include:**

- Any pattern or color in the asphalt
- Construction As-built

Sincerely,

A handwritten signature in blue ink, appearing to read "Mario Gonzalez", is written over the word "Sincerely,".

Mario Gonzalez  
Maggolc Inc./ President

1955 NW 110 Ave., Miami, FL 33172  
 Telephone: (305) 261-3005  
 Fax: (305) 592-6079



# PROPOSAL

QUOTE NO.	AR378
DATE:	Mar 15, 2019

LICENSED AND INSURED

TO	VILLAGE OF PALMETTO BAY 9705 EAST HIBISCUS ST PALMETTO BAY, FL 33157
CONTACT	DANNY CASAS

TO	SPEED TABLES
CONTACT	305 259-1234* FAX: 305 259-1290

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

- 1- Install new Speed Tables including milling key joints, asphalt and striping = \$2,500 ea
- 2- M.O.T. \$350.00 per day

**TOTAL:**

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

**NOTE:** Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of H & R PAVING, Inc. (READ RESERVE SIDE)

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

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

## ADDITIONAL TERMS & CONDITIONS

1. All work and material shall be guaranteed by **H & R Paving, Inc.**, in accordance with the terms and conditions of this agreement and all work shall be completed in a workman like manner and according to standard paving practice in Dade County area.
2. Any change, alterations or deviation from the specifications as set forth in this agreement, which involve additional charge or cost, will be permitted only upon written change order and same will be an extra charge which shall be due and payable upon execution of the change order.
3. **H & R Paving, Inc.**, Shall not be responsible for damages to sidewalks, fences, lawns, underground installations, septic tanks, water and drain lines, water ponding, etc.
4. **H & R Paving, Inc.**, Shall not be responsible for any damages caused by automobile power steering, tire marks, peeling of asphalt, grass growing in asphalt, leakage of gasoline or oil or detergent placed upon the asphalt.
5. **H & R Paving, Inc.**, Shall not be responsible for any loss, damage or injury to persons or property caused by acts of government civil or military authorities, theft, vandalism, labor disputes, explosions, power failure, water damage, storms, lightning, natural or public catastrophe, acts of God or by any other cause which is unavoidable or beyond our reasonable control and, in any event, we shall not be liable for incidental or consequential damages.
6. You shall not be entitled to recover from **H & R Paving, Inc.**, Any consequential damages, damages to property, damages for delay, loss of profits or income or any other incidental damages and do hereby waive and release H & R Paving, Inc., from any such claims.
7. In the event of your non performance under the terms and conditions of this agreement of failure to pay the amounts due within the time period as set forth within the agreement, you agree that if an attorney is engaged to enforce the terms of this agreement, or to collect payment due hereunder either with or without suit, you shall pay all costs incurred by **H & R Paving, Inc.**, including reasonable attorney's fees in the trial court and the appellate level.
8. It is agreed that you hereby waive trial by jury, and further agree and consent that venue shall for any proceeding under this agreement be in the County of Dade and State of Florida.
9. No agent or employees shall have authority to waive or modify any of the terms and conditions of this agreement.
10. Down time due to General Contractor or Sub-Contractor will be billed extra at a rate of \$ 150.00 per hour.
11. **H & R Paving, Inc.**, will not be responsible for asphalt raveling, which is a normal part of the curing process for up to 1 year on fresh asphalt.

