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RESOLUTION NO. 2015-112

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE AGREEMENT WITH PLANT PROFESSIONALS, INC., TO LANDSCAPE TWO MEDIANS ON US-1 HIGHWAY (STATEROAD 5); IN AN AMOUNT NOT TO EXCEED \$136,752.30; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay passed Resolution No. 2015-99; and,

WHEREAS, the Village Manager was authorized to enter into contract negotiations with Council's selected responsive bidder, Plant Professionals, Inc., to landscape two medians on the US-1 Highway (State Road 5); and,

WHEREAS, the Village of Palmetto Bay's Procurement Division prepared and issued an Invitation to Bid (ITB) No. 415-11-05 for the purpose of soliciting proposals from qualified landscape companies for landscape removal and installation of two medians on US-1, in accordance with the approved landscape design; and,

WHEREAS, the Village Manager conducted said negotiations; and,

WHEREAS, the result of said negotiations are provided on the attached contract agreement.

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 authorized to execute the attached contract agreement with Plant Professionals, Inc.

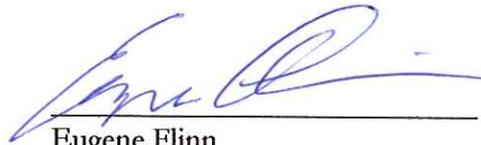
Section 2. This Resolution shall take effect 60 days after approval.

PASSED AND ADOPTED this 7th day of December, 2015.

Attest:



Meighan J. Alexander
Village Clerk



Eugene Flinn
Mayor

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4 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
5 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:
6

7 

8
9 Dexter W. Lehtinen
10 Village Attorney

11
12
13 FINAL VOTE AT ADOPTION:

14 Council Member Karyn Cunningham YES

16 Council Member Tim Schaffer YES

18 Council Member Larissa Siegel Lara YES

20 Vice-Mayor John DuBois YES

22 Mayor Eugene Flinn YES
23
24



AGREEMENT ("CONTRACT") BETWEEN VILLAGE AND CONTRACTOR

THIS CONTRACTOR is dated as of the ___ day of _____, in the year 20___, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the VILLAGE"), and Plant Professionals, Inc. (hereinafter sometimes called the "CONTRACTOR").

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes landscaping improvements to two median areas located in the center of the north and south-bound lanes of US-1 Highway/State Road 5 in the general area from SW 160TH ST south to SW 183RD ST as identified in this proposal package (see Exhibit E). The first median begins at the intersection of US-1 Highway/State Road 5 and SW 160th Street and runs south to the intersection of SW 168th ST and US-1 Highway/State Road 5. The second median begins at the intersection of US-1 Highway/State Road 5 and Wayne Avenue and runs south to the intersection of SW 183rd Street Road and US-1 Highway/State Road 5.

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.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ES _____
MD _____



VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")
US1 HIGHWAY/STATE ROAD 5 MEDIAN LANDSCAPING (the "Project")

Article 2. CONTRACT TIME.

2.1 If awarded the Total Bid Work, the Work will be completed within 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.50 of the General Conditions, and completed and ready for final payment in accordance with paragraph 2.15 of the General Conditions.

2.2 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 2.1 above, plus any extensions thereof allowed in accordance with 5.17 of the Technical Specifications. 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 Seven Hundred and Fifty 00/100 dollars (\$750.00) for each day that expires after the time specified in Paragraph 2.50 for Final Completion until the Work is 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 3. CONTRACT PRICE.

3.1 The CONTRACTOR warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.

ES _____

MD _____



3.2 The estimated expenditure for this contract is listed below. This is the price quoted by the CONTRACTOR; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds.

Contract Price: \$136,752.30

Contract Price (in words): One Hundred Thirty Six Thousand Seven Hundred and Fifty Two with Thirty Cents.

Article 4. PAYMENT PROCEDURES.

All invoices should show purchase order number and be sent to: Village of Palmetto Bay, Public Works Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Vendor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Progress payments will be on account of Unit Price Work and will be based on the number of units completed.

At least ten days before the date established for each progress payment (but not more often than once a month), Vendor shall submit to Village for review covering the work completed as of the date of the invoice and accompanied by any supporting documentation.

The VILLAGE may retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents for construction projects. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. The ten percent (10%) retainer shall be retained by the Owner until final completion and acceptance of the work by the Grants Coordinator and Florida Department of Transportation. Any interest earned on the retainage shall accrue to the benefit of the VILLAGE. For contracts not exceeding \$100,000.00 a (10%) percent retainage will not be withheld.

ES _____
MD _____



Village will, within five days after receipt of invoice, either indicate if invoice has been recommended for approval or return the invoice to Vendor indicating Village's reasons for refusing to recommend for payment. In the latter case, Vendor may make the necessary corrections and resubmit the invoice. After the presentation of the invoice to the Village the amount recommended will become due and when due will be paid by the Village to the Vendor.

Village's recommendation of any payment requested in an invoice will constitute a representation by Village, based on Village's on-site observations of the executed Work and on Village's review of the invoice and the any accompanying documentation, that to the best of the Village's knowledge, information and belief:

1. The Work has progressed to the point indicated.
2. The quality of work is generally in accordance with the contract documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to a final determination of quantities and classifications for unit price work and to any other qualifications stated in the recommendation), and
3. The conditions precedent to CONTRACTOR's being entitled to such payment appears to have been fulfilled in so far as it is the Village's responsibility to observe the work. However, by recommending any such payment, the Village will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality of the quantity of work beyond the responsibilities specifically assigned to the Village in the contract documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by the Village of Palmetto Bay, Florida or entitle the Village to withhold payment to CONTRACTOR .
4. Village's recommendation of any payment, including final payment shall not mean that the Village is responsible for CONTRACTOR's means, methods, techniques, sequences or procedure of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of the CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

ES _____

MD _____



5. Village may refuse to recommend the whole or any part of any payment if, in the Village's opinion, it would be incorrect to make the representations to the Village of Palmetto Bay. Village may also refuse to recommend any such payment or because of subsequently discovered evidence or the results of subsequent inspections, nullify any such payment previously recommended to such extent as may be necessary in Village's opinion to protect the Village of Palmetto Bay from loss because:
6. The Work is defective, or completed Work has been damaged requiring correction or replacement,
7. The Contract Price has been reduced by Written Amendment or Change Order,
8. The Village of Palmetto Bay, FL has been required to correct defective Work or complete Work, or,
9. The Village has actual knowledge of the occurrence of any of the events such as:
 - (i) If the CONTRACTOR persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established),
 - (ii) If the CONTRACTOR DISREGARDS laws or regulations of any public body having jurisdiction;
 - (iii) If the CONTRACTOR otherwise VIOLATES in any substantial way provisions of the Contract Documents;
10. The Village of Palmetto Bay, Florida may refuse to make payment of the full amount because:
 - (i) Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to the Village to secure the satisfaction and discharge of such Liens.
 - (ii) There are other items entitling the Village to a set-off against the amount recommended, or
 - (iii) But the Village must give CONTRACTOR immediate written notice stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the Village and CONTRACTOR, when CONTRACTOR corrects to the Village's satisfaction the reasons for such action.

Article 5. INTEREST. Not Applicable

ES _____
MD _____



Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into the Contract, CONTRACTOR makes the following representations:

- 7.1. 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; (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.

ES _____
MD _____



- 7.2. 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 OWNER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. 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.
- 7.4. 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.
- 7.5. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER 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.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Contract between OWNER and CONTRACTOR are attached to this Contract, made a part hereof and consist of the following:

- 7.1. This Contract
- 7.2. Bid Document with the required attachments
- 7.2. Exhibits to this Contract (Plans for Site)
- 7.3. Performance and Payment Bond Forms
- 7.4. Notice of Intent to Award
- 7.10. Contractor's Final Bid Price (Bid Form)

ES _____
MD _____



There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 2.53 of the General Conditions).

Article 8 MISCELLANEOUS

- 9.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. This Contract may be executed in counterparts.
- 9.5. Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of Attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.
- 9.6. The OWNER shall retain the Ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7. OWNER and CONTRACTOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

ES _____
MD _____



IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Contract. At least one counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

OWNER

CONTRACTOR

Village of Palmetto Bay

Plant Professionals, Inc.

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

ADDRESS

12027 SW 114th Place
Miami, FL 33176

BY _____

BY _____

Edward Silva

Print Name: _____

Village Manager
Title

Title

ATTEST

Meighan J. Alexander
Village Clerk

WITNESS

APPROVED AS TO FORM BY

Print Name

Dexter W. Lehtinen
Village Attorney

(CORPORATE SEAL)
(CORPORATE SEAL)



NOTICE OF INTENT TO AWARD

TO: Plant Professionals, Inc.
Contractor
12027 SW 114th Place
Miami, Florida 33176

ATT: Maria Drotar, President
Name and Title

Project: US1 Highway/State Road 5 Median Landscaping
ITB No 1415-11-05

Dear Ms. Drotar:

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: One Hundred Thirty Six Thousand Seven Hundred and Fifty Two Dollars with Thirty Cents (\$136,752.30) submitted to the Village of Palmetto Bay (Village) on November 10th, 2015.

Four (4) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract 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 Contract and return to our office within ten (10) consecutive days for final execution by the Village.

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 Village and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

Litsy Pittser/Procurement
Specialist



VILLAGE OF PALMETTO BAY
 9705 EAST HIBISCUS STREET
 PALMETTO BAY, FLORIDA 33157

MANOR
 EUGENE DUBIN
 VICE-CHAIRMAN
 JOHN DUBOIS

COUNCIL MEMBER DISTRICT 1
 MARTIN GONZALEZ

COUNCIL MEMBER DISTRICT 2
 TIM SCOWFEE

COUNCIL MEMBER DISTRICT 3
 LARISSA BIRCHALL LUNA

INTERIM VILLAGE MANAGER
 EDUARDO SILVA

Kimley»Horn

LANDSCAPE ARCHITECT
 LANDSCAPE ARCHITECT
 1201 GARDEN AVENUE, SUITE 200
 MIAMI, FLORIDA 33138
 PHONE: (305) 358-7700
 FAX: (305) 358-7700

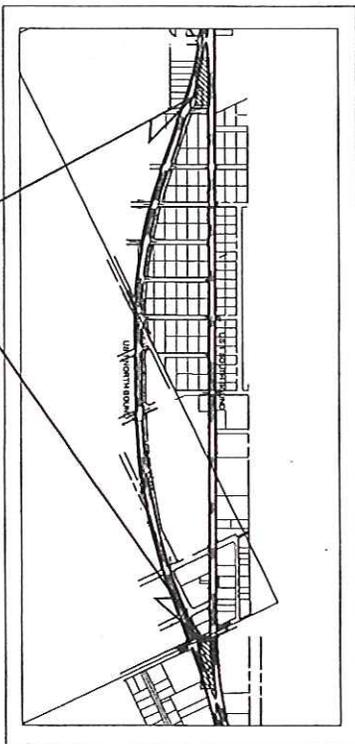
U.S. Route 1 (US 1)
 Speed Limit of project area: 45 MPH
 Design Speed of project area: 50 MPH

BID SET

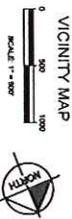
NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

VILLAGE OF PALMETTO BAY U.S. 1 MEDIANS

SW 160TH STREET TO SW 168TH STREET
 &
 WAYNE AVENUE TO SW 183RD STREET
 MARCH, 2015



PROJECT LOCATION



GOVERNING STANDARDS AND SPECIFICATIONS:
 2015 FLORIDA DEPARTMENT OF TRANSPORTATION,
 DESIGN STANDARDS, AND 2015 STANDARD
 SPECIFICATIONS FOR ROAD AND BRIDGE
 CONSTRUCTION, SECTION 570 LANDSCAPE
 INSTALLATION, AND ANY APPLICABLE UPDATES.



PROJECT LOCATION
 MIAMI-DADE COUNTY

Sheet List Table

Sheet Number	Sheet Title
L000	COVER SHEET
L001	GENERAL NOTES
L002	THESE NOTES
L003	THESE NOTES
L004	THESE NOTES
L005	THESE NOTES
L006	THESE NOTES
L007	THESE NOTES
L008	THESE NOTES
L009	THESE NOTES
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L031	THESE NOTES
L032	THESE NOTES

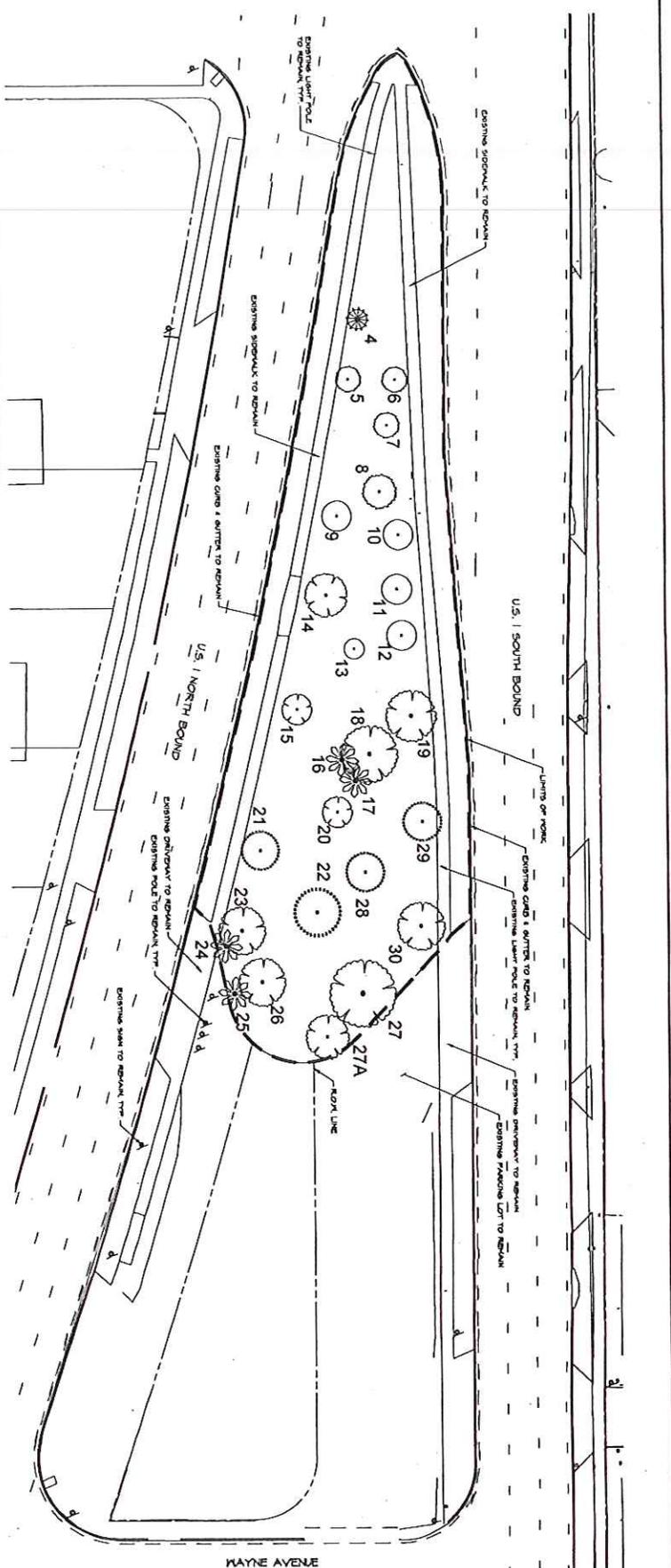
NOT FOR CONSTRUCTION

BEFORE TO CONSTRUCTION, COMMUNITY, CONTRACTOR, CONSULTANT, AND OTHERS TO REVIEW THE INFORMATION TO BE PROVIDED TO THE PROJECT. THE INFORMATION TO BE PROVIDED TO THE PROJECT IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CALL 1-800-800-8000
 VISIT US AT WWW.KIMLEY-HORN.COM
 1221 BRICKELL AVENUE, SUITE 1000, MIAMI, FL 33131
 PHONE: 305-375-7000
 FAX: 305-375-7001
 WWW.KIMLEY-HORN.COM

landscape

This drawing is to be used in conjunction with the General and Particular Specifications for the Work and the Plans and Specifications for the Work, and is not to be construed as a contract. It is the responsibility of the Engineer to provide a complete and accurate drawing. Kimley-Horn and Associates, Inc. shall be held liable in damages and attorneys' fees for any errors or omissions in this drawing.



No.	Abundance	Species Name	DBH (in. max)	HT (ft. max)	Sp. (in. FT)	Condition
1	1	Pinus taeda	7	18	5	Good
2	1	Pinus taeda	7	18	5	Good
3	1	Pinus taeda	7	18	5	Good
4	1	Pinus taeda	7	18	5	Good
5	1	Pinus taeda	7	18	5	Good
6	1	Pinus taeda	7	18	5	Good
7	1	Pinus taeda	7	18	5	Good
8	1	Pinus taeda	7	18	5	Good
9	1	Pinus taeda	7	18	5	Good
10	1	Pinus taeda	7	18	5	Good
11	1	Pinus taeda	7	18	5	Good
12	1	Pinus taeda	7	18	5	Good
13	1	Pinus taeda	7	18	5	Good
14	1	Pinus taeda	7	18	5	Good
15	1	Pinus taeda	7	18	5	Good
16	1	Pinus taeda	7	18	5	Good
17	1	Pinus taeda	7	18	5	Good
18	1	Pinus taeda	7	18	5	Good
19	1	Pinus taeda	7	18	5	Good
20	1	Pinus taeda	7	18	5	Good
21	1	Pinus taeda	7	18	5	Good
22	1	Pinus taeda	7	18	5	Good
23	1	Pinus taeda	7	18	5	Good
24	1	Pinus taeda	7	18	5	Good
25	1	Pinus taeda	7	18	5	Good
26	1	Pinus taeda	7	18	5	Good
27	1	Pinus taeda	7	18	5	Good
28	1	Pinus taeda	7	18	5	Good
29	1	Pinus taeda	7	18	5	Good
30	1	Pinus taeda	7	18	5	Good

NOT FOR CONSTRUCTION

CALL ENGINEER OR DATE BEFORE YOU DIG
DIAL 811

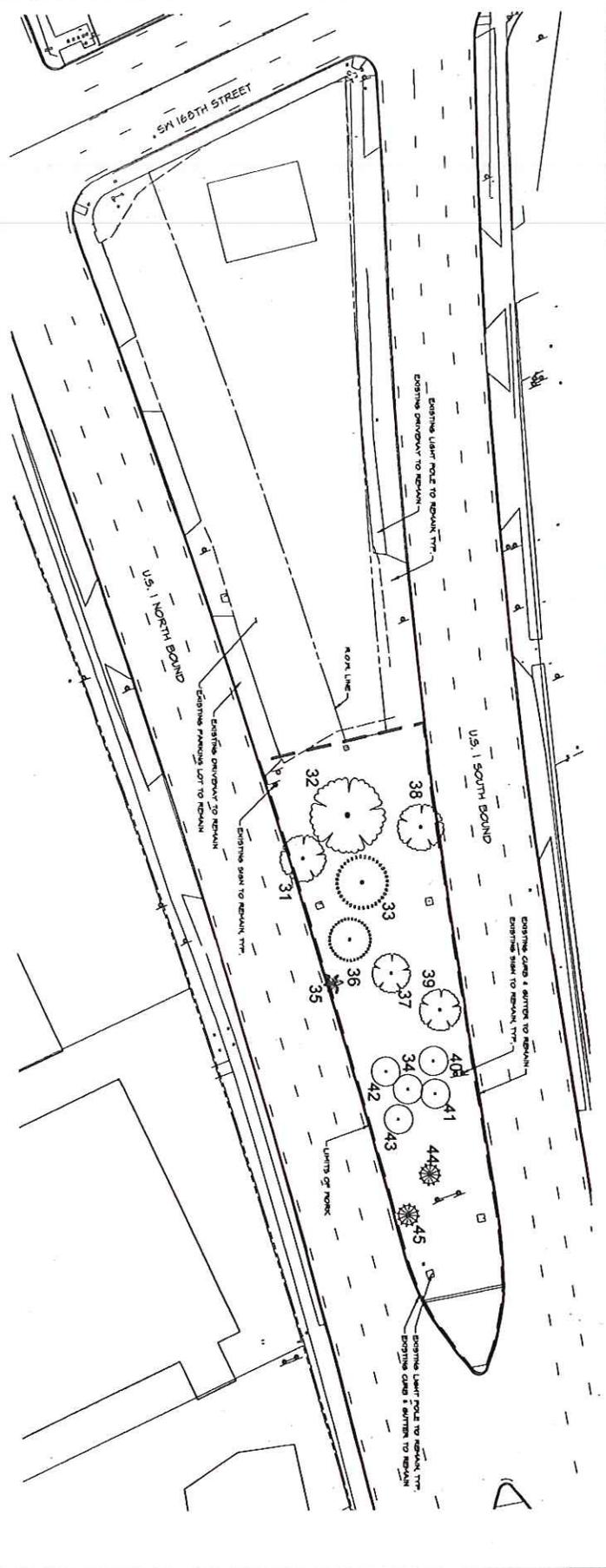
US 1 MEDIANS
PREPARED FOR
VILLAGE OF PALMETTO BAY
FLORIDA

TREE SURVEY

PROJECT: 044469016
DATE: APRIL 2015
SCALE: AS SHOWN
DRAWN BY: AV
CHECKED BY: KM/CP

Kimley-Horn
© 2015 KIMLEY-HORN AND ASSOCIATES, P.C.
1221 BROOKELL AVENUE, SUITE 400, WALKER, FL 33701
PHONE: 305-473-7025
WWW.KIMLEY-HORN.COM CA 00000258

No.	REV/SCHS	DATE	BT

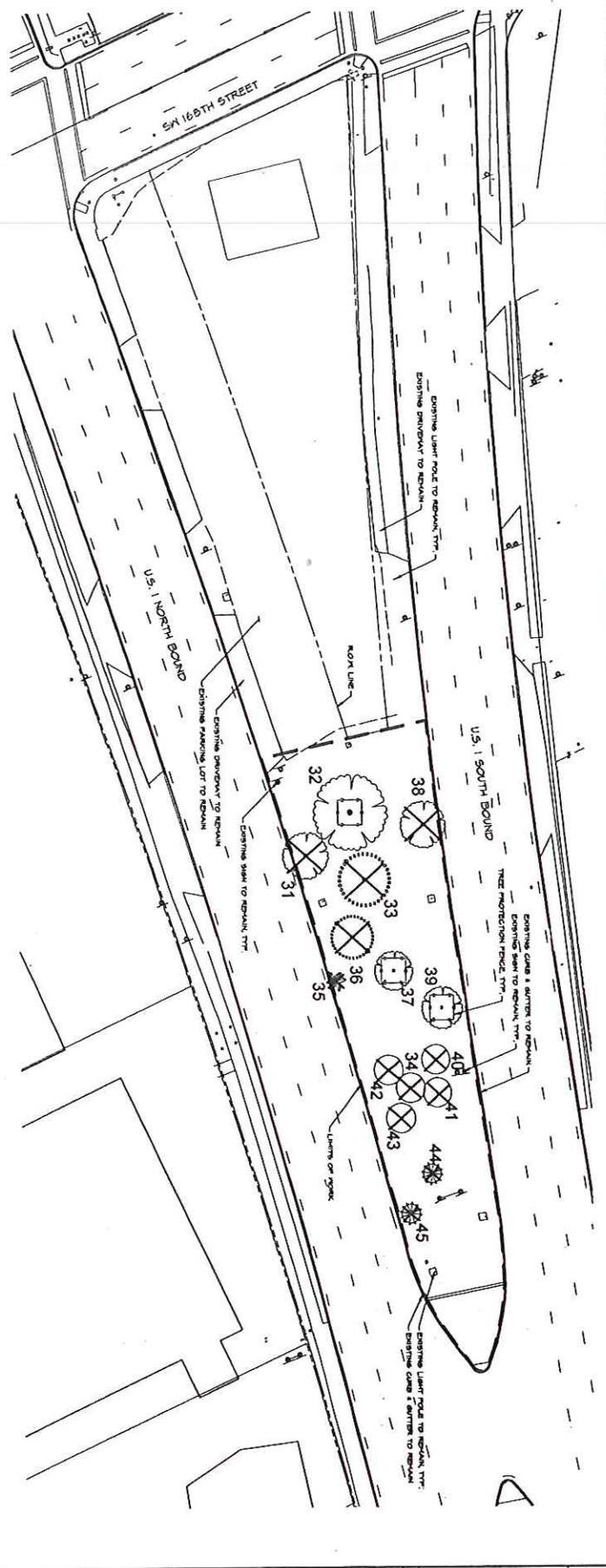


No.	Species/Notes	DBH (inches)	HT (ft)	SP (ft)	Condition
31	Quercus agrifolia	10	25	10	Good
32	Quercus agrifolia	10	25	10	Good
33	Quercus agrifolia	10	25	10	Good
34	Quercus agrifolia	10	25	10	Good
35	Quercus agrifolia	10	25	10	Good
36	Quercus agrifolia	10	25	10	Good
37	Quercus agrifolia	10	25	10	Good
38	Quercus agrifolia	10	25	10	Good
39	Quercus agrifolia	10	25	10	Good
40	Quercus agrifolia	10	25	10	Good
41	Quercus agrifolia	10	25	10	Good
42	Quercus agrifolia	10	25	10	Good
43	Quercus agrifolia	10	25	10	Good
44	Quercus agrifolia	10	25	10	Good
45	Quercus agrifolia	10	25	10	Good

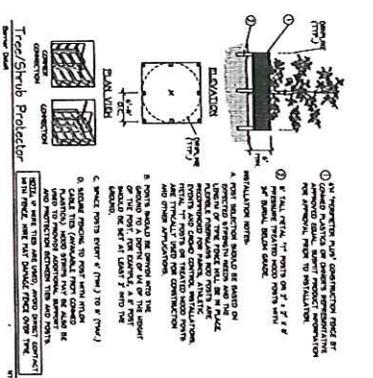
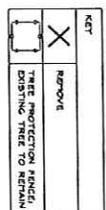
NOT FOR CONSTRUCTION

CALL 311 BEFORE YOU DIG
 800-368-8888
 www.call311.com



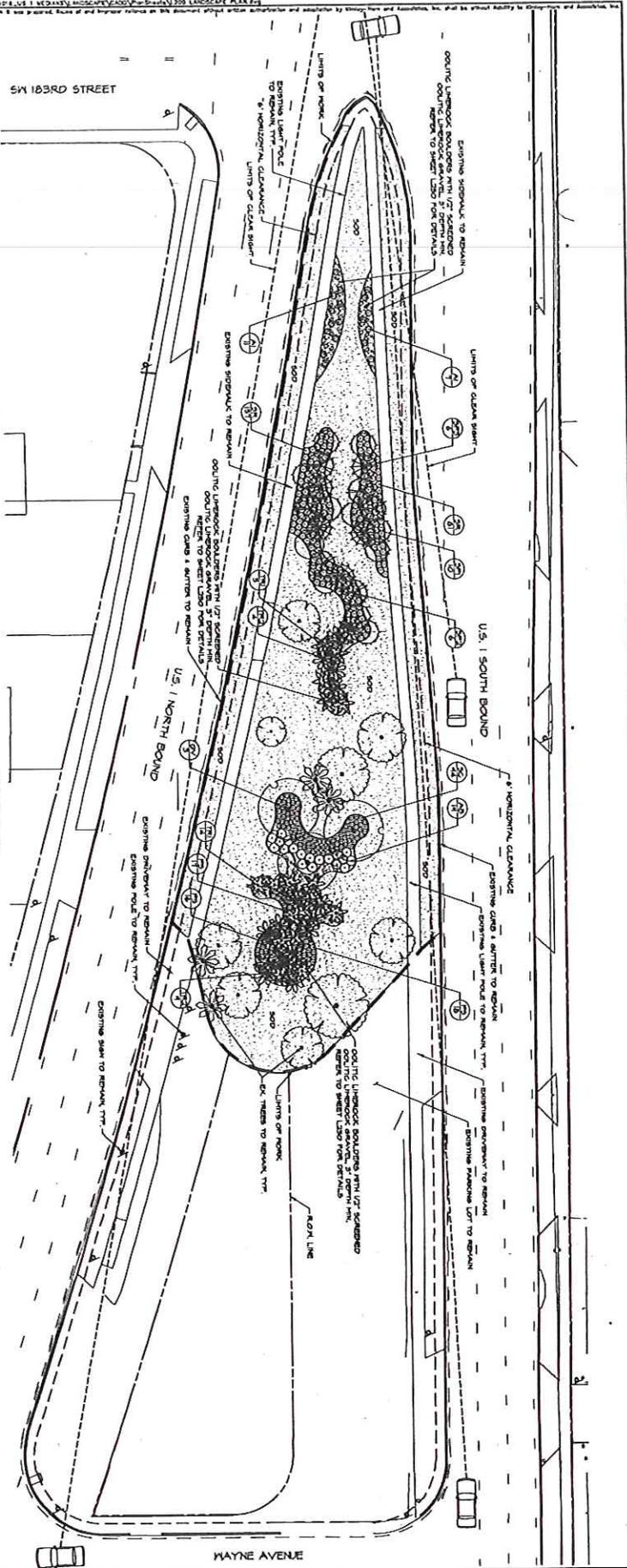


No.	Plant/Tree Name	Common Name	DBH (in inches)	H (in ft)	W (in ft)	Condition	Disposition
31	Common fig	Common fig	12	28	20	Good	Remove
32	Common fig	Common fig	10	18	20	Good	Remove
33	Common fig	Common fig	8	18	15	Good	Remove
34	Common fig	Common fig	7	18	15	Good	Remove
35	Common fig	Common fig	6	18	15	Good	Remove
36	Common fig	Common fig	5	18	15	Good	Remove
37	Common fig	Common fig	4	18	15	Good	Remove
38	Common fig	Common fig	3	18	15	Good	Remove
39	Common fig	Common fig	2	18	15	Good	Remove
40	Common fig	Common fig	1	18	15	Good	Remove
41	Common fig	Common fig	1	18	15	Good	Remove
42	Common fig	Common fig	1	18	15	Good	Remove
43	Common fig	Common fig	1	18	15	Good	Remove
44	Common fig	Common fig	1	18	15	Good	Remove
45	Common fig	Common fig	1	18	15	Good	Remove



NOT FOR CONSTRUCTION

CALL WORKING DAYS BEFORE YOU DIG
 IT'S THE LAW
 800-4-A-FLORIDA
 800-425-3837



PLANT SYMBOL	CODE	DESCRIPTION	SIZE	QTY	QTY	
	QV	Quercus virginiana	Southern Live Oak	D18	3'00"	20
	SP1	Sabal palmetto	Sabal Palm	F6	14'-0" CT	10
	SP2	Sabal palmetto	Sabal Palm	F6	18'-0" CT	8
	SP3	Sabal palmetto	Sabal Palm	F6	24'-0" CT	8
	TH1	Thuja occidentalis	Florida Thuja Palm	B18	4'-0" OAH	14
	TH2	Thuja occidentalis	Florida Thuja Palm	B18	6'-0" OAH	15
	CA1	Cordyline allamanda	Cordyline	CON1	24" H	14
	CA2	Cordyline allamanda	Orange Broadleaf	CON1	30" H	14
	CA3	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA4	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA5	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA6	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA7	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA8	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA9	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA10	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA11	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA12	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA13	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA14	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA15	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA16	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA17	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA18	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA19	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA20	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA21	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA22	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA23	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA24	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA25	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA26	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA27	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA28	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA29	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15
	CA30	Cordyline allamanda	Orange Broadleaf	CON1	34" H	15

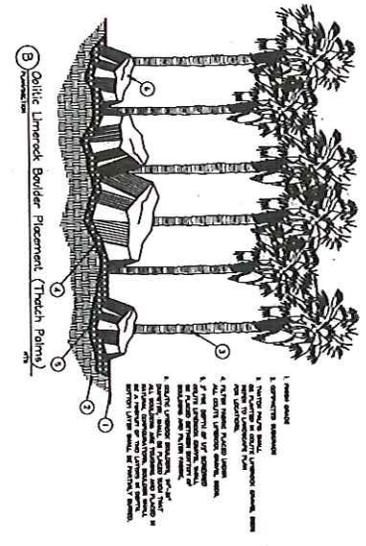
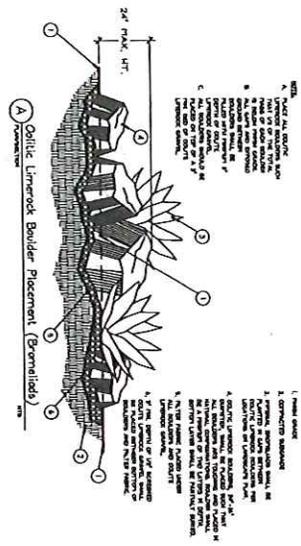
1. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR PLANTING AND COMPLETE INSTALLATION. LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT BEST PRACTICES IN RESPECT TO SOIL AND POST-INSTALLATION CARE REQUIRED FOR CONSERVATION. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE SUBJECT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
2. PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
3. ALL PLANTING MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS WILL BE INSTALLED WITHIN THE LANDSCAPE ARCHITECT'S DESIGNATED AREAS AND THE LANDSCAPE ARCHITECT'S APPROVAL SHALL BE OBTAINED PRIOR TO BIDDING.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES.
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NOT FOR CONSTRUCTION

ONLY 3 WORKING DAYS BEFORE YOU DO THE DRAFTING

Kimley»Horn

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1121 BROADWAY AVENUE, SUITE 400, MIAMI, FL 33131
PHONE: 305-413-2025
WWW.KIMLEY-HORN.COM CA 00000634



NOT FOR CONSTRUCTION

CALL 278-0900
FOR MORE INFORMATION
OR TO REQUEST A
SHEET SET

SHEET NUMBER L250	US 1 MEDIANS PREPARED FOR VILLAGE OF PALMETTO BAY FLORIDA	LANDSCAPE DETAILS	NCA PROJECT 044489016	LICENSED PROFESSIONAL	Kimley»Horn	© 2015 KIMLEY-HORN AND ASSOCIATES, INC. 1221 BROADWAY AVENUE, SUITE 400, SCARLETT, FL 32826 PHONE: 305-872-2055 WWW.KIMLEY-HORN.COM CA 0000026	No.	REVISIONS	DATE	BY
			DATE APRIL 2015	DESIGNED BY GEORGE FANG, P.L.A.						
			SCALE AS SHOWN	FLORIDA LICENSE NUMBER LA 00001705						
			DESIGNED BY AY	DATE						
			CHECKED BY KM/CP							



PERFORMANCE BOND

PROJECT TITLE: US1 Highway/State Road 5 Median Landscaping (the "Project")

CONTRACTOR :

CONTRACT NO: 1415-11-05

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 the US1
Highway/State Road 5 Median Landscaping (the "Project"), 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: _____

Witness:

Address: _____

Address:

Principal

Surety

By: _____

By:

Name: _____
(Print)

Name: _____
(Print)



Title: _____

Title:

Address: _____

Address:

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: US1 Highway/State Road 5 Median Landscaping (the "Project")

CONTRACTOR :

CONTRACT NO: 1415-11-05

CONTRACT DATED:

STATE OF § _____
§ _____

COUNTY _____ OF
§ _____

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 the **US1 Highway/State Road 5 Median Landscaping**, 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.

DATED on _____, 20____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ___ day of _____, 20__.

Witness: _____

Witness:

Address: _____

Address:

Principal

Surety

By: _____

By:

Name: _____
_____ (Print)
_____ (Print)

Name:

Title: _____

Title:

Address: _____

Address:



The name and address of the Resident Agent for service of process on Surety is:

Name:

Address:

Phone:



NOTICE OF INTENT TO AWARD

TO: Plant Professionals, Inc.
Contractor
12027 SW 114th Place
Miami, Florida 33176

ATT: Maria Drotar, President
Name and Title

Project: US1 Highway/State Road 5 Median Landscaping
ITB No 1415-11-05

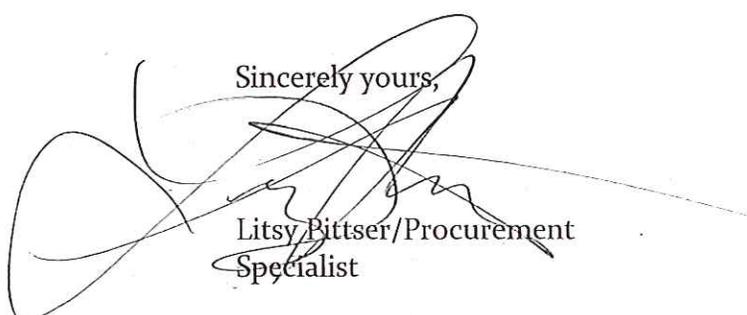
Dear Ms. Drotar:

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: One Hundred Thirty Six Thousand Seven Hundred and Fifty Two Dollars with Thirty Cents (\$136,752.30) submitted to the Village of Palmetto Bay (Village) on November 10th, 2015.

Four (4) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract 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 Contract and return to our office within ten (10) consecutive days for final execution by the Village.

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 Village and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,


Litsy Pittser/Procurement
Specialist

Bid Form

Page 2 of 7

US1 Highway/State Road 5 Median Landscaping

Item No.	Common Name	Description	Quan.	Unit Price	Total Cost
<i>Median 1 - (SW 160th Street to SW 168th ST)</i>					
MED1-1	Southern Live Oak	5 Gal - 20' Height	5	\$2,295.00	\$11,475.00
MED1-2	Sabal Palm	14' - 16' CT CURVED, SLICK	7	\$472.50	\$3,307.50
MED1-3	Sabal Palm	18' - 20' CT CURVED, SLICK	7	\$472.50	\$3,307.50
MED1-4	Sabal Palm	24' - 26' CT CURVED, SLICK	7	\$472.50	\$3,307.50
MED1-5	Florida Thatch Palm	4' OAH 4' - 6" OAH	20	\$175.50	\$3,510.00
MED1-6	Florida Thatch Palm	6' OAH 6' - 8" OAH	11	\$270.00	\$2,970.00
MED1-7	Orange Bromeliad	34" HT	19	\$94.50	\$1,795.00
MED1-8	Imperial Bromeliad	24" x 24"	13	\$202.50	\$2,632.50
MED1-9	Wild Coffee	24" Ht	51	\$10.80	\$550.80
MED1-10	Bahama Cassia	24" Ht 3 GALLON 18"	95	\$13.50	\$1,282.50
MED1-11	Silver Saw Palmetto	24" x 24" 3 GALLON 14" - 16"	110	\$33.75	\$3,712.50
		24" x 24" 7 GALLON 18" - 22"	55	\$81.00	\$4,455.00
MED1-12	Oolitic Limerock Boulder	24" - 36" DIA	1,348 sf	\$1.91	\$2,574.68
MED1-13	Oolitic Limerock Gravel	1/2" Screened	1,348 sf	\$1.49	\$2,008.52
MED1-14	St. Augustine Palmetto	Sod	7,180 sf	\$1.28	\$9,190.40
MED1-15	Tree Removal	Variety of Species (6' - 20' Ht.) Ht	12	\$288.95	\$3,467.40
Subtotal For Median 1:					\$59,547.30

Bid Form

Page 3 of 7

US1 Highway/State Road 5 Median Landscaping

Item No.	Common Name	Description	Quan.	Unit Price	Total Cost
<i>Median 2 - (Wayne Avenue to SW 183RD Street)</i>					
MED2-1	Southern Live Oak	5 Gal - 20' Height	3	\$2,295.00	\$6,885.00
MED2-2	Sabal Palm	CURVED 14' - 16' CT SLICK	10	\$472.50	\$4,725.00
MED2-3	Sabal Palm	CURVED 18' - 20' CT SLICK	6	\$472.50	\$2,835.00
MED2-4	Sabal Palm	CURVED 24' - 26' CT SLICK	6	\$472.50	\$2,835.00
MED2-5	Florida Thatch Palm	4' OAH 4'-6' OAH	19	\$175.50	\$3,334.50
MED2-6	Florida Thatch Palm	6' OAH 6'-8' OAH	13	\$270.00	\$3,510.00
MED2-7	Orange Bromeliad	34" HT	19	\$94.50	\$1,795.50
MED2-8	Imperial Bromeliad	24" x 24"	18	\$202.50	\$3,645.00
J2-9	Wild Coffee	24" Ht	51	\$10.80	\$550.80
MED2-10	Bahama Cassia	3 GALLON - 18" - 24" HT	94	\$13.50	\$1,269.00
MED2-11	Silver Saw Palmetto	3 GALLON 24" x 24" 14" - 16"	158 200	\$33.75	\$5,332.50
MED2-12	Oolitic Limerock Boulder	24" - 36" DIA	1,620 sf	\$1.91	\$3,094.20
MED2-13	Oolitic Limerock Gravel	1/2" Screened	1,620 sf	\$1.49	\$2,413.80
MED2-14	St. Augustine Palmetto	Sod	19,105 sf	\$1.28	\$24,454.40
MED2-15	TREE REMOVAL	VARIETY OF SPECIES 8'-20' HT	14	\$288.95	\$4,045.30
MED2-11 CONT	SILVER SAW PALMETTO	7 GALLON 18" - 22"	80	\$81.00	\$6,480.00
Subtotal For Median 2:				\$77,205.00	

CONTRACTOR: PLANT PROFESSIONALS, INC
 Signature of Official: Maria C. Drotar Name (typed): MARIA C. DROTAR
 Title: PRESIDENT Date: 11/10/2015

Bid Form

Page 4 of 7

US1 Highway/State Road 5 Median Landscaping

TOTAL BID AMOUNT FOR ITEMS IN MEDIAN 1 AND 2 : \$ 136,752.30

TOTAL BID AMOUNT FOR ITEMS (WRITTEN): ^(LUMP SUM) one hundred thirty-six thousand,
seven hundred and fifty-two dollars and thirty cents.

CONTRACTOR: Plant Professionals, Inc

Signature of Official: Maria C. Deotara Name (typed): MARIA C. DEOTAR

Title: PRESIDENT Date: 11/10/2015