# RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE VILLAGE OF PALMETTO BAY, FLORIDA, OPPOSING THE FLORIDA FISH AND WILDLIFE COMMISSION'S ACTION TO PERMIT BEAR HUNTING, URGING THE COMMISSION TO RECONSIDER THE RESUMPTION OF BEAR HUNTING IN FLORIDA AND THE GOVERNOR AND THE STATE LEGISLATURE TO INTERVENE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Flinn)**

**WHEREAS**, the Village of Palmetto Bay and its citizens endeavor to be good stewards of the environment and its resources, including its wildlife; and

**WHEREAS**, in 2012, the Florida Fish and Wildlife Commission (FFWC) removed the Florida black bear from Florida's Endangered and Threatened Species List; and

**WHEREAS**, in 2015, the FFWC adopted a Bear Management Plan Rule that included a bear hunt; and

**WHEREAS**, the 2015 FFWC Rule, by its very nature in granting unlimited permits, created a mechanism that allowed the killing of more than the stated limitation of bears. Realistic monitoring measures were not in place to ensure that the thousands of anticipated hunters would cease their efforts when reaching the Bear Management Unit limits. Additionally, the State taxed hunters for more permits than the bears that they were allowed to kill; and

**WHEREAS**, the FFWC's decision to allow bear hunting was based on outdated (13 year old) data; and

**WHEREAS**, this decision created overwhelming opposition from citizens and environmental groups throughout the State; and

**WHEREAS**, during the 2015 hunt, lactating female bears were killed, leaving orphaned cubs living in the wild as prey; and

**WHEREAS,** during the 2015 hunt, actual kill rates far exceeded approved quotas in two of the four Bear Management Units (BMUs); and

**WHEREAS**, future bear hunts will serve to thwart and undo the past efforts of the FFWC and others to promote this previously endangered or threatened species; and

**WHEREAS**, the Village of Palmetto Bay would like to recognize FFWC Commissioner Ron Bergeron for his stance in opposing the bear hunt in Florida and speaking out against the ruling.

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

**Section 1.** The Village of Palmetto Bay does hereby urge the FFWC to refrain from approving future bear hunts.

**Section 2.** The Village Council further resolves and requests that the Governor of the State of Florida and the State Legislature intervene as may be appropriate to address the concerns stated herein.

**Section 3.** The Village Council does further direct the Village Clerk to send copies of this Resolution to the Florida Fish and Wildlife Commission, Governor Rick Scott, Florida Senate President Andy Gardiner, and Florida Speaker of the House Steve Crisafulli.

**Section 4.** This resolution shall take effect immediately upon its passage and adoption.

**PASSED** and **ADOPTED** this _____ day of December, 2015.

Attest: _____

Meighan J. Alexander
Village Clerk

_____

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE MIAMI-DADE COUNTY PUBLIC SCHOOLS 2016 STATE LEGISLATIVE PRIORITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn.)**

**WHEREAS,** the Mayor and Village Council desire to establish their legislative agenda items and to express their concerns as to State legislative items; and,

**WHEREAS,** the Educational Advisory Committee of the Village of Palmetto Bay has vetted the 2016 Legislative Agenda of the Miami-Dade County Public Schools and supports same; and

**WHEREAS,** Mayor and Village Council supports the Miami-Dade County Public School's (MDCPS) priorities relating to its legislative agenda.

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

**Section 1.** The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein by reference.

**Section 2.** The Village hereby files its support of the legislative agenda item as identified in the Miami-Dade County Public School 2016 State Legislative Program for the Florida Legislature, attached hereto as Exhibit "A".

**Section 3.** The Village Clerk shall provide executed copies of this resolution to the Village's lobbyist, and to the Florida Legislature, the Mayor of Miami-Dade County, each member of the Miami-Dade Board of County Commissioners, each member of the Miami-Dade County School Board, as well as each municipal clerk in Miami-Dade County for the purpose of distributing copies to members of their respective governing councils.

**Section 4.** This resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this _____ day of December, 2015.

Attest: _____

Meighan Alexander
Village Clerk

_____

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Katyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

# Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho



September 30, 2015

The Honorable Eugene Flinn
Office of the Mayor, Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Dear Mayor and Council Members:

Despite Florida's economic challenges during the past several years, Miami-Dade County Public Schools has seen significant student achievement gains. The results are compelling, as the District has received national recognition for student achievement outcomes. To continue our progress and success, we need your continued advocacy, and we respectfully request your support of the Miami-Dade School Board's legislative platform. The enclosed platform was adopted at the September 9, 2015, School Board meeting for the upcoming 2016 legislative session. This platform reflects the legislative needs identified by the School Board, and staff as well as interested citizens, PTA/PTSA groups, employee groups, administrators, and other community stakeholders.

We respectfully request your support of The School Board's top priorities for the upcoming legislative session:

**Funding**

Increase the state's investment in public education by:

- Increasing the current per student funding of $7,096.96 by 5 percent to $7,452 total per student;
- Increasing Safe Schools Funding to pre-recessionary levels of minimally $77.1 million and revise the funding formula so that each school district gets 50 percent of its previous year's actual expenditures from the state;
- Increasing Exceptional Student Education funding to pre-recessionary levels of $1.1 billion;
- Modifying the calculation of the FTE at 1.0 to exclude virtual courses taken during the summer and the proration of both ESE and ELL weights;
- Extending and funding a longer school year for all students;
- Supporting maximum flexibility in the use of funds appropriated; and
- Opposing unfunded state mandates.

EXHIBIT "A"

**Value Adjustment Board Structural Changes**

Revise the Value Adjustment Board (VAB) proceedings to include:

- Proof of property owner consent/knowledge of an appeal;
- Limit appeal rescheduling to only one for good cause;
- Payment of interest at the market rate;
- Require the property appraiser (PA) to finish all appeals by June 30th of each year.
- Allow school districts to audit the VAB and PA;
- Require a review by the state of PA's process when the PA's estimate on July 1st is two percent or more than the state estimate for three or more consecutive years; and
- Provide a hold harmless mitigating the impact of any loss of revenue due to PA not completing the tax valuation on a timely basis.

**Fair and Equitable Accountability Reform**

Revise the current assessment system and accountability system to:

- Provide a transitional period for school and district accountability, as well as teacher evaluation, as the state transitions to a new assessment tools; and
- Delay computer-based testing until all school districts have the necessary infrastructure to reduce the testing window and provide a paper and pencil option.

On behalf of the public school students of Miami-Dade County, I thank you for your continued support, and look forward to working with you. If you have any questions or need additional information, please contact Ms. Iraida R. Mendez-Cartaya, Associate Superintendent, Office of Intergovernmental Affairs, Grants Administration, and Community Engagement, at 305 995-1497.

Sincerely,

Alberto M. Carvalho
Superintendent of Schools

AMC:lbd
L292

Attachment

cc: School Board Members
School Board Attorney
Superintendent's Cabinet

Office of Superintendent of Schools
Board Meeting of September 9, 2015

September 4, 2015

Iraida R. Mendez-Cartaya, Associate Superintendent
Office of Intergovernmental Affairs, Grants Administration, and Community Engagement

**SUBJECT:** **ADOPTION OF PROPOSED 2016 STATE AND FEDERAL LEGISLATIVE PROGRAMS**

**COMMITTEE:** **INNOVATION, GOVERNMENTAL RELATIONS, AND COMMUNITY ENGAGEMENT**

**LINK TO STRATEGIC BLUEPRINT:** **EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

As in previous years, the Board has actively advocated policy changes through the state and federal legislative process by formulating a legislative agenda. The proposed 2016 State and Federal Legislative Programs have been prepared by staff and are attached for the Board's review and approval. The development of both programs was initiated by the solicitation of proposals from School Board Members, the Superintendent of Schools, staff, school-site personnel, employee groups, municipal and county governments, and citizen groups. The proposed 2016 State Legislative Program and the 2016 Federal Legislative Program have been streamlined to include priority action items and policy items that provide direction to the Board's legislative team, comprised of staff and legislative consultants. New issues are highlighted with underscores.

The state legislative session is scheduled to commence on Tuesday, January 12, 2016, with interim committee meetings starting this month, September 2015. The proposed 2016 State Legislative Program focuses on a limited number of legislative priorities: Funding; Academics; Accountability Reform; Academics; Capital Funding; School Readiness; Charter Schools; Teacher Preparation/Compensation; Safety; Facilities; Workforce Development; Virtual Education; and Policy Statements. Staff is recommending that the priorities focus on increasing state funding and obtaining a long-term statutory solution to the property value assessment process, the basis of the majority of school district funding.

Miami-Dade County Public Schools' (M-DCPS) biggest fiscal concern is its inability to access the full budgetary increase (total available) in property tax revenue due to a statutory requirement to use the final certified roll issued by the local property appraiser for the purpose of determining school funding. Unfortunately, Miami-Dade is one of a few counties where the property appraiser does not finish the property valuation process within a year.

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Additionally, Miami-Dade's taxable values have been historically overstated by three to four percent by the Property Appraiser. These two factors create a significant funding problem for M-DCPS. As a result, this past year the loss in actual revenue in comparison to projected revenue to M-DCPS was approximately $32.2 million. Finding a permanent solution to the property valuation process that protects the taxpayer rights to appeal the value of their property but also ensures the children of Miami-Dade County a timely receipt of their equitable share from the education funding formula is critical to long-term budgetary stability.

At the federal level, the 114th Congress enters its second congressional session in January 2016. As the upcoming session approaches, the District will urge the President and Congress to reaffirm their commitment to the nation's children by investing in public education and the hope it provides our society by fully funding the cost of implementing the Elementary and Secondary Education Act (ESEA) thus avoiding potentially damaging reductions in education funding and services. In addition, the long awaited reauthorization of ESEA, the main federal law supporting public schools, is scheduled to take place when Congress returns from recess in the fall. Prior to the August 2015 Congressional Recess, H.R. 5 was passed by the U.S. House of Representatives by a slim margin and S.1177 was passed by the U.S. Senate with bipartisan support. When Congress reconvenes, conference is expected to take place to resolve bill differences.

The proposed 2016 Federal Legislative Program is comprised of ongoing issues including: Federal Education Resources; Elementary and Secondary Education Act; Early Childhood Education; Immigration Impact; School Nutrition; Medicaid Reimbursement; School Construction and Renovation; Student Privacy; Technology in Schools; Workforce Preparation; Health Care; Personnel; and Student Safety.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida:

1. adopt the proposed 2016 State and Federal Legislative Programs; and

2. authorize the Superintendent to advocate for the best interests of the District on issues at the state and federal levels that may have fiscal, local control, and/or governance impact on Miami-Dade County Public Schools' operations, but does not have major policy implications, provided such issues are reported to the Board.

IRM-C:mo

## MIAMI-DADE COUNTY PUBLIC SCHOOLS

### *2016 STATE LEGISLATIVE PROGRAM*

### GOAL STATEMENT

*The Florida Legislature should establish a five-year strategic plan to restore, stabilize, and increase funding through the Florida Education Finance Program (FEFP) to achieve at least the national average in per pupil expenditures to provide the highest quality education and to enable all of our students to be empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.*

### 2016 LEGISLATIVE PRIORITY POSITIONS

**FUNDING:**

Increase the state's investment in K-12 education by increasing the total per student funding by five percent annually.*

Revise the Value Adjustment Board (VAB) proceedings to include:*

- Proof of the property owner consent of an appeal;
- Limit appeal rescheduling to only one for good cause;
- Payment of interest at the market rate;
- Require the VAB to finish all appeals and certify the final tax roll to the property appraiser by June 1st of each year;
- Allow school districts to audit the VAB and the Property Appraiser (PA); and
- Require a review by the state of PA's process when the PA's estimate on July 1st is two percent or more than the state estimate for three or more consecutive years.

Amend state statutes to allow school districts to levy the Prior Period Funding Adjustment Millage based on the property appraiser's estimate of the prior year gross taxable value.*

Modify the penalty for non-compliance with the constitutional class size requirement to be based on the school-wide average for ***all*** public schools.

Conduct an impartial third-party study to develop a cost of education index which focuses on cost differences integral to K-12 public school district operations reflecting such costs as average teacher salaries, health insurance for employees, property insurance per FTE, and transportation costs per FTE.

Increase Safe Schools funding to minimally pre-recessionary levels and revise allocation formula so that each district's allocation is equal to fifty percent of prior year eligible district expenditures.*

Fully fund the infrastructure cost and the acquisition of computers for the mandated expansion of computer-based administration of statewide testing, and digital content conversion required by 2016-2017.

*Denotes priority issue

Provide school districts funding to cover the full cost of offering dual enrollment courses through incentive funding to school districts/schools that offer such programs and have successful completion of dual enrollment courses by students.

Support funding to offer an extended school year beyond 180 days for all students. } Added

Fully fund the extension of the school year by 25 instructional days for the lowest performing elementary schools in lieu of extending the school day.

Amend F.S. 1011.61 to fully fund programs taken by students beyond the 1.0 FTE cap or 25 hours a week such as virtual classes outside the traditional school day and year.*

Eliminate the statutory provision requiring the passage of end-of-course assessment for funding purposes.

**ACCOUNTABILITY REFORM:**

Revise the current assessment and accountability system to:

- Authorize alternate methods for assessing learning and achievement for special populations such as ESE and English Language Learners (ELL) students;
- Suspend accountability consequences for another year;
- Provide Florida's statewide assessments in multiple languages to English Language Learners that have received instruction for less than three years as allowed by federal regulations;
- Provide a waiver from the passage of the ELA requirement for ELL students that have passed all other high school graduation requirements and have been enrolled in school less than two consecutive years;
- Delay the implementation of computer based testing (CBT) until all districts have sufficient infrastructure and devices to ensure that testing windows can be reduced in half;
- Include the performance of ELL students enrolled in school for more than two years for accountability on the FSA, and if enrolled less than two years, the Assessing Comprehension and Communication in English State-to-State for English Language Learners (ACCESS) should be used; and
- Eliminate the practice of using student performance on a single standardized test as the sole basis of student and school performance.

Ensure charter and private schools receiving public monies adhere to the same teacher certification, student placement, and progression policies to ensure compliance with federal and state accountability requirements.

**ACADEMICS**

Establish a Seal of Biliteracy to recognize students who have attained proficiency in English and one or more other world languages.

Support legislation and funding that supports special education students' preparation and participation in post-secondary education programs. } Added.

**CAPITAL FUNDING:**

Restore the allowable discretionary voted capital outlay millage by .10 mills annually until restoration of the full 2 mills.

Oppose any diversion of Local Discretionary Capital Outlay levy revenue from traditional public schools to charter schools.*

**SCHOOL READINESS:**

Support state funding for a high-quality, full-day Voluntary Pre-K (VPK) program for all eligible students.

Amend F.S. 125.901 related to Children's Services Council governing boards to provide superintendent designee be a voting member.

**CHARTER SCHOOLS:**

Clarify that a charter school contract automatically terminates after a charter school has exhausted all of its administrative appeals after receiving two consecutive grades of F or upon voluntary closure.

Allow school districts with charter school enrollment exceeding 15 percent of total student population to limit approvals of charter school applications through a Request for Proposal (RFP) process to locate charter schools in areas of highest need or through the formation of district/charter collaborations.

Allow charter schools to weight low-income and educationally disadvantaged applicants in admissions lotteries as recommended by the U.S. Department of Education guidance to create more integrated schools.

Improve safeguards of tax payer investments and transparency between traditional public schools and charter schools, including, but not limited to, implementing the following safeguards:

- Require charter school applications and lotteries to be monitored by the local school board, or an appropriate independent entity, to ensure a fair, equitable, and transparent process for all students;
- Allow local school districts to negotiate an appropriate usage fee based on market comparables;
- Establish financial disclosure standards and requirements for charter school officers and related parties involved in financial decision making, similar to traditional public school standards;
- Require the state to create a pre-qualification process for charter school applicants;
- Require a letter of intent and documentation of community support by July 1st for the submission of a charter application; and
- Require the same standards of governance, conduct and ethics for public officials to apply to charter school governing board members, charter school corporate officers and employees.

**TEACHER PREPARATION/COMPENSATION:**

Require the ability for instructional staff to be qualified in order to certify students in vocational areas for industry-certified programs.

Amend state statutes related to the Student Success Act to clarify that:

- Only one annual evaluation is required for teachers;
- Provide for annual supplements in lieu of performance-based salary adjustments for teachers with Summative Performance Evaluation ratings of "Effective" and "Highly Effective;" and
- Eliminate mandated percentages for performance pay salary adjustments to be determined locally by the local school districts.

Provide a three-year transition for student growth measures to become part of the teacher evaluation system as the Florida State Assessment (FSA) and local end-of-course exams are developed and implemented.

**SAFETY:**

Amend F.S. 514.011 to include a portable pool used exclusively for the purpose of providing swimming lessons or related instruction in support of an educational program provided by the local school board as a "private pool" for purposes of the exemptions provided under s. 514.0113.*

**FACILITIES:**

Provide local school districts the flexibility to use the Florida Building Code in lieu of the State Requirements for Educational Facilities.

Modify the utilization factor for K-8 centers as follows: 100% of FISH for the elementary school student stations, and 95% for the middle school student stations.

**WORKFORCE DEVELOPMENT:**

Support legislation that attempts to strengthen the role of technical centers in the development of a skilled workforce.

Include representatives from the secondary schools' career and technical education programs in the state's Articulation Coordinating Committee.

**VIRTUAL EDUCATION:**

Modify the requirement to offer two instead of three different virtual offerings to students in every grade level.

Eliminate the requirement for a student to have attended a public school in the state the prior year to be enrolled and reported by the school district for funding for virtual programs.

Modify the current virtual requirement of 1 credit to ½ credit for graduation.

*Denotes priority issue

**POLICY STATEMENTS:**

**Funding**

Fully fund the class size reduction requirement while providing increases to the Base Student Allocation (BSA) and other components of the FEFP.

Examine Florida's tax structure and phase out sales tax exemptions for non-essential goods and services; ensure that internet sales remit necessary sales tax to Florida.

Oppose the imposition of unfunded, state-mandated expenditures.

Support maximum flexibility in the use of categorical funds and all funds appropriated.

Maintain the integrity of the FEFP and equity of funding among school districts.

Oppose any prescribed expenditure such as the "65 percent solution" as a mandate in the Florida Constitution and further oppose any such legislation, unless established as a spending goal with the definition of expenditures to include all instructional support expenditures.

Oppose compression of the Discretionary Millage.

Support equivalent supplemental funding for the participation and the attainment of a diploma for Advanced Placement, Cambridge (AICE) and International Baccalaureate programs.

Maintain the current required employers' contribution rate to the Florida Retirement System by absorbing any planned increase in local employer's contribution.

Oppose legislation that increases the sovereign immunity liability limits on governmental agencies.

Commit to long-term funding stability for teacher performance pay and teacher evaluation systems.

Allow school districts to locally establish contract provisions inclusive of cost structures with postsecondary institutions related to the delivery of dual enrollment.

Increase ESE per pupil funding to account for both student growth and inflationary cost particularly in level 254 and 255 to provide early identification and intervention services for students with autism.

Support grant funding to create new and innovative programs and academies.

**Capital Funding**

Provide adequate school construction funding to support new and existing facilities, technology, maintenance, land acquisition and class size reduction needs through the establishment of long-term, stable and recurring revenue sources to fulfill the state's educational facility needs.

Fully fund the Public Education Capital Outlay Program that involves construction and maintenance programs for public school districts and ensure that school districts receive their fair share.

Oppose any further reduction in capital millage available to school districts for the purpose of balancing the operating budget.

Oppose any attempt to equalize the capital outlay levy.

Oppose the deletion of impact fees unless replaced with another revenue source.

Expand the allowable use of a locally voted upon sales tax to include operating expenses that maintain, renovate, or repair existing school facilities or maintain, secure, or upgrade school technology equipment.

Support capital funding for charter schools that:

- Creates neither a reduction of funding to traditional public schools in operating or capital funding nor a requirement for additional taxing mandate on the local school district;
- Requires public input; and
- Protects taxpayers' investment ensuring that capital funding be spent only on assets that can be returned to the public school district.

**Governance**

Oppose legislation that subverts district governance of constitutionally elected local school boards and elected or appointed superintendents.

Oppose legislation that modifies the governance structure of The School Board of Miami-Dade County, Florida.

Oppose legislation that breaks up large school districts.

**Charter Schools**

Oppose any changes to current requirements regarding charter conversion of traditional public schools that dilute the role of parents, teachers, and community stakeholders.

Establish a level playing field for traditional public schools by extending the current statutory flexibility such as the exemption from State Education Required Facilities (SREF), categorical funding, accountability, class size reduction compliance and related penalties assessed on charter schools.

**Choice**

Support increased accountability measures for all publicly funded school choice options.

Oppose all publicly funded programs that lack equitable and sufficient accountability measures.

Oppose implementation of additional or any increases in funding of choice programs while requiring more accountability from schools receiving Florida Tax Credit Scholarship (FTCS) funding.

## Academics

Support legislation that will require high-quality training in reading and English language development for teachers responsible for instructing English Language Learners (ELL).

Support the development of high-quality English Language Proficiency (ELP) standards.

Oppose legislation that would limit offering gifted programs to eligible high school students.

Require the state to provide a minimum of one-year lead time on new state requirements for school districts.

Maintain the current dual delivery system of post-secondary programs.

Support amending F.S. 1019.534 and 1019.535 adding the attainment of the Advanced Placement Capstone diploma as one of the eligibility requirements for Florida Bright Futures Scholarship Program.

## Student Safety/Wellness

Support legislation that proposes a "slowing down zone" within an area prior to entering a school zone.

Support funding to provide training for students, parents, teachers, school administrators, counseling staff, and volunteers to learn how to recognize behaviors that lead to bullying and harassment.

Ensure any casino authorized in Florida is at least 1,000 feet from a school or land designated for school purpose.

Support legislation that precludes a child victim or witness to a crime be subjected to a discovery deposition in any criminal court proceeding.

Support telemedicine legislation that facilitates effective and efficient use of technology to provide health services to schools minimizing the length of time students are out of school due to illness.

*Denotes priority issue

## MIAMI-DADE COUNTY PUBLIC SCHOOLS

### *2016 FEDERAL LEGISLATIVE PROGRAM*

### MISSION/GOAL STATEMENT

*Provide the highest quality education so that all of our students are empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.*

As the second session of the 114th Congress convenes, we urge the President and Congress to reaffirm their commitment to our nation's children by reinvesting in public education.

### *FEDERAL EDUCATION RESOURCES*

Exempt K-12 and workforce education spending from budget cuts under sequestration reduction or related budget balancing negotiations, and at a minimum increase funding to meet increased costs due to inflation, increased number of students and critical unmet needs.

Increase the federal investment in public education to fully fund the implementation of the Elementary and Secondary Education Act (ESEA) and Individuals with Disabilities Education Act (IDEA), and enact the IDEA Full Funding Act.

Increase federal entitlement funding to school districts through Title I appropriations for disadvantaged students, Title II for improving teacher/principal training and recruiting, and Title III for English Language Learners (ELLs).

Oppose formula changes that dilute funding for high-need public schools including public portability or private school choice programs that lack accountability.

### *ELEMENTARY AND SECONDARY EDUCATION ACT (NO CHILD LEFT BEHIND)*

Reauthorize and modify the Elementary and Secondary Education Act (No Child Left Behind Act 2001) to:

- Recognize student progress in lieu of the current all-or-nothing approach, and recognize degrees of progress for schools;
- Allow state flexibility to provide two years of language acquisition, prior to ELL student performance results are included in the state accountability results;
- Oppose any effort to dilute Title I, Title II or Title III through consolidated block grant funding or formula changes;
- Maintain the federal "maintenance of effort" (MOE) requirement so that states cannot supplant state dollars with federal funds;
- Oppose any form of choice program that does not have the same level of academic and fiscal accountability by which local school districts are governed or that public school students must adhere to;
- Eliminate sanctions associated with not meeting adequate yearly progress;
- Ensure fair accountability through flexibility for special education students and ELLs as well as other formula adjustments by requiring identical tests for Title I and Title III students in non-public schools;
- Oppose federal testing provisions that create burdens on school districts in meeting required student participation rates;

- Include other indicators for accountability such as dual enrollment, industry certifications, and Advanced Placement (AP) courses, graduation rates, and dropout attendance suspensions in determining Adequate Yearly Progress (AYP) and align accountability standards with those in the School Improvement grant;
- Reward and retain quality teachers by supporting measures that raise pay for teachers in fields with shortages and/or in high-need communities, create career ladder paths, and assist with rising housing costs;
- Establish new qualification requirements for teachers and paraprofessionals to ensure that teachers be highly skilled in content areas, as well as in pedagogy;
- Allow districts to use Supplemental Education Services (SES) funds to provide tutoring to eligible students, as well as pay for monitoring and other implementation costs out of the required 20 percent set-aside, and ensure that public schools not be unfairly prevented from providing remedial services to students;
- Require that funding to SES private providers be contingent on outcomes on norm-referenced assessments developed and administered by the state and/or the district; and
- Allocate immigrant funds under Title III based on the number of recently arrived, foreign-born students.

***EARLY CHILDHOOD EDUCATION***

Support the reauthorization of Early Head Start/Head Start programs that provides increased funding and appropriate early education standards that are aligned with state academic content standards designed to ensure school readiness.

Support federal funding to develop, expand, and enhance quality voluntary preschool programs while ensuring the adoption of developmentally appropriate early education standards that are aligned with state K-12 academic content standards.

Support the Early Learning Challenge Fund or similar legislation that encourages states to develop effective, innovative child care delivery models that promote high-quality childhood education programs and ensure school readiness.

***IMMIGRATION IMPACT***

Address the financial impact of federal immigration policies on local school districts as they address the increased demand for immigrant education and integration programs by supporting the Refugee and Entrant Assistance Program's under the Targeted Assistance and Immigrant Education allocation serving foreign-born students and their families.

Support federal funding directly to school districts to address the burdensome costs of serving the needs of unaccompanied children arriving at our schools and to ensure districts' operational readiness.

Support provisions of a comprehensive immigration bill that supports English language literacy, and technical training as well as the DREAM Act or similar legislation that would provide immigration relief to a select group of students who grew up in the United States, have good moral character, and are enlisted in the military or pursuing a college education.

***SCHOOL NUTRITION***

Support the reauthorization of the Healthy Hunger Free Kids Act that:

- Provides program funds to support the costs of food service employees receiving training and professional development;
- Reduces costly and onerous mandates on school districts; and
- Increases the federal commodity food allocation for school meal programs to support healthy eating options for students and off-set higher costs of purchased foods for districts.

***MEDICAID REIMBURSEMENT***

Oppose any policy revisions to restrict school-based reimbursement for administration expenditures and certain transportation costs for services provided to low-income children with disabilities.

***SCHOOL CONSTRUCTION/RENOVATION***

Support supplemental allocations for large school districts with high levels of free and reduced-price lunch participants to implement "green" sustainable projects, including upgrading technology infrastructure, replacing school buses or maintenance vehicles to improve operational efficiency and to reduce the carbon footprint, and extending the useful life of existing school buildings by eliminating adverse indoor environmental conditions that are not conducive to learning.

***STUDENT PRIVACY***

Support reauthorization of the Family Educational Rights and Privacy Act (FERPA) in a manner that respects student privacy rights without burdensome administrative duties to local school districts, including cumbersome administrative or legal requirements, or opt-out provisions that would jeopardize the role of educational research.

***TECHNOLOGY IN SCHOOLS***

Support increased resources with local flexibility and expand eligible expenditures to include educational linkage beyond the school for the Universal Service Fund Program (E-Rate) and streamline refund procedures to provide schools and libraries with affordable access to state-of-the-art networking and telecommunications technology.

Increase E-Rate funding to help school districts and libraries achieve and maintain universal broadband service.

Support modifying FCC regulations to provide E-rate funding to school districts, not individual schools, to use based on needs as determined by the districts.

## *WORKFORCE PREPARATION*

Support increased funding to meet the demands for workforce skills development under the Workforce Innovation and Opportunity Act (WIOA), the Carl T. Perkins Career and Technical Education Improvement Act, and related legislation or initiatives, including programs that impact low-literacy and disadvantaged populations.

Preserve the role of district-operated adult education and job training programs.

## *HEALTH CARE*

Retain tax-advantaged status of employee and employer contributions for healthcare premiums and costs including Health Savings Accounts (HSA) and Health Reimbursement Accounts (HRA) as well as Flexible Spending Accounts (FSA).

Delay the implementation of the excise tax currently scheduled to become effective in 2018 under the Affordable Care Act, commonly known as the Cadillac Tax.

## *PERSONNEL*

Enhance resources to recruit, develop, and retain highly-qualified teachers in fragile or low-performing schools.

## *STUDENT SAFETY*

Support legislation that provides supplemental resources to assist school districts in deferring internet crime and cybercrime through awareness and promotion prevention to our students, teachers, and parents.

Support federal funding to local law enforcement and school districts to ensure that schools have well-trained and equipped police personnel to protect children while in schools.

Increase funding for safe and drug-free school initiatives to implement and expand interventions that focus on reducing disruptive and aggressive behaviors and strengthen students' emotional and behavioral competencies.

# RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COUNCIL MEETING PROCEDURES; ANNOUNCING THE REGULAR COUNCIL MEETING SCHEDULE; THE LAND DEVELOPMENT PERMIT HEARINGS; DATES, IF NECESSARY, FOR THE COMMITTEE OF THE WHOLE WORKSHOPS; AND, THE BUDGET WORKSHOP FOR THE YEAR 2016; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Mayor and Village Council of the Village of Palmetto Bay desires to announce the 2016 schedule for the regular Council Meetings, for the Land Development Permit hearings, and for the Budget Workshop; and

**WHEREAS,** the Council shall utilize the Village Hall Council Chambers, 9705 E. Hibiscus Street, to hold its meetings.

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

**Section 1.** The regular meetings of the Village Council shall be held at the Village Hall Council Chambers, 9705 East Hibiscus Street, Palmetto Bay, at 7:00 p.m., on:

| | |
|---|---|
| January 4, 2016 | February 1, 2016 |
| March 7, 2016 | April 4, 2016 |
| May 2, 2016 | June 6, 2016 |
| July 11, 2016 | September 12, 2016 |
| October 3, 2016 | November 7, 2016 |
| December 5, 2016 | |

**Section 2.** The Council shall hold hearings on applications for land development permits, if necessary, at 7:00 p.m. on the following dates:

| | |
|---|---|
| January 25, 2016 | February 22, 2016 |
| March 21, 2016 | April 18, 2016 |
| May 16 2016 | June 20, 2016 |
| September 26, 2016 | October 17, 2016 |
| November 21, 2016 | December 19, 2016 |

**Section 3.** If moved and approved by the Council, the Council may schedule Committee of the Whole Workshops to be held at 7:00 p.m. on the third Wednesday of each month.

**Section 4.** The Council shall hold a Town Hall Meeting/Budget Workshop in anticipation of the 2016 Fiscal Year Budget at 7:00 p.m. on Monday, May 9, 2016.

**Section 5.** This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this ____ day of December, 2015.

Attest: _____ _____

Meighan Alexander
Village Clerk

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

To: Honorable Mayor and Village Council

From: Edward Silva, Village Manager

Date: December 7, 2015

Re: Purchase of Two (2) 2016 Ford F-250 Pickup Trucks

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PURCHASE OF VEHICLES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER FOR THE PURCHASE OF TWO (2) 2016 FORD F-250 TRUCKS FROM DUVAL FORD FLEET SALES IN THE AMOUNT OF $45,994 UNDER ITB #15-23-0904 FLORIDA SHERIFF'S ASSOCIATION AND FLORIDA ASSOCIATION OF COUNTIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

The Village desires to purchase two (2) new 2016 Ford F-250 trucks for the Department of Public Services. These new vehicles will assist the Public Services Department with daily ground maintenance duties in the Village. This purchase will not have an impact on the General Revenue funding account as the vehicles will be purchased with revenues from the Village's portion of the Half Cent Transportation Sales Tax.

The Public Services Department currently has one (1) 2004 Chevy Pickup that is in need of replacement. The purchase of the new truck will replace the 2004 Chevy Pickup that was purchased by the Village for the Public Services Department in 2003. The 2004 Chevy truck has 100,253 miles and is non-operable and requires needed repairs in the amount of $4,389.83 in order to ensure the proper operation of the vehicle. The Blue Book value of this truck is approximately $8,000 and the expenses incurred from 2010 to date on maintenance repairs are $6,089.49. This truck is vital to the day-to-day operation of the Public Services Department and is also instrumental in the preparation and aftermath of a weather event. It is critical that the truck be reliable and available every day. The present condition of the 2004 Chevy truck does not meet the performance standards and it is not financially feasible to continue to invest in a truck that has interior deficiencies and poor operating conditions. The best option is to replace the old truck with a new operable and dependable truck.

In September 2015, the Village Council approved the Village's Budget for Fiscal Year 2015-2016 that authorized a third Public Service Ground Maintenance Worker with the intent of providing enhanced services relating to the increased level of service required for maintenance related functions on Village streets and right-of-ways and other services as needed. The addition of the third ground maintenance worker shall require the purchase of the second new vehicle as the services provided by this position requires being out in the community and occurs concurrent with the service hours of the other two existing ground maintenance workers.

The Village desires to purchase two 2016 Ford F-250 4X2 pickup trucks as listed on Specification #51 (Exhibit A) from Duval Ford. The cost of each vehicle is $22,997; therefore, the overall cost for the purchase of the two vehicles shall not exceed an amount of $45,994.00. The Florida State Sheriffs and Florida Association of Counties Annual Bid Award Contract #15-23-0904 will be utilized to insure the Village obtains the best price possible in compliance with the Village's purchasing requirements.

**FISCAL/BUDGETARY IMPACT:**
Funding is available and budgeted for this item under "Special Revenue Funds – Half Cent Transportation Sales Tax" in an amount not to exceed 45,994.00 during Fiscal Year 2015-2016.

**RECOMMENDATION:**
Approval is recommended.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PURCHASE OF VEHICLES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER FOR THE PURCHASE OF TWO (2) 2016 FORD F-250 TRUCKS FROM DUVAL FORD FLEET SALES IN THE AMOUNT OF $45,994 UNDER ITB #15-23-0904 FLORIDA SHERIFF'S ASSOCIATION AND FLORIDA ASSOCIATION OF COUNTIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village desires to purchase two new Ford F-250 trucks for the Department of Public Services; and,

**WHEREAS,** the purpose of the purchase is for enhanced performance of daily ground maintenance duties; and,

**WHEREAS,** the purchase of a new F-250 truck will replace the non-operable 2004 Chevy truck in an effort to have a reliable vehicle for the day-to-day operation of the Public Services Department; and,

**WHEREAS,** the addition of a third Public Service Ground Maintenance Worker shall require the purchase of an additional vehicle; and,

**WHEREAS,** these trucks are vital to the daily operation of the Public Services Department and are instrumental in the preparation and aftermath of a severe weather event; and,

**WHEREAS,** the Village desires to purchase two 2016 Ford F-250 4X2 trucks from Duval Ford Fleet Sales in Fiscal Year 2015-16 in an amount not to exceed $45,994.00; and,

**WHEREAS,** the Florida State Sheriffs and Florida Association of Counties Annual Bid Award Contract #15-23-0904 will be utilized to insure the Village obtains the best price possible for the vehicle and to comply with the Village's purchasing requirements for items of this amount; and,

**WHEREAS,** the purchase of the vehicles for the Public Services Department will not have an impact on the General Revenue funding account; and,

**WHEREAS,** the vehicles will be purchased with revenues from the Village's portion of the Half Cent Transportation Sales Tax account.

**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 issue a purchase order for the purchase of two 2016 Ford F-250 4X2 pickup trucks from Duval Ford Fleet Sales in Fiscal Year

2015-16 in an amount not to exceed $45,994.00 pursuant to the Florida State Sheriffs and Florida Association of Counties Annual Bid Award Contract #15-23-0904.

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

PASSED AND ADOPTED this _____ day of December, 2015.

Attest:

| | |
|---|---|
| _____ | _____ |
| Meighan J. Alexander | Eugene Flinn |
| Village Clerk | Mayor |

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

**PALMETTO BAY**

| Prepared for: | Contract Holder | DATE: |
|---|---|---|
| PALMETTO BAY<br>DANNY CASALS<br>305-969-5011<br><br>DCASALS@PALMETTOBAY-FL.GOV | *Duval Ford Fleet Sales*<br>*Laura Torbett*<br>*(Work) 904-388-2144*<br>*(Fax) 904-387-6816*<br><br>Laura.Torbett@duvalfleet.com<br>*1616 Cassat Ave. Jax, FL 32210* | 11/10/15 |

*PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL*

***I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #15.13.0904 chassis / 15.23.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.***

| Labor | Code | Equipment | | Price |
|---|---|---|---|---|
| 0 | | | | $ - |
| 0 | SPEC#51 | 2016 FORD F-250 4X2 PICKUP, F2A | | $ 20,449.00 |
| 0 | 85L | PLASTIC BEDLINER | | $ 349.00 |
| 0 | TOW PKG | TRAILER TOWING PACKING WITH HARDWARE | | $ 865.00 |
| 0 | 942 | DAY TIME RUNNING LIGHTS | | $ 44.00 |
| 3 | W-VERTEX | WHELEN FOUR CORNER LED VERTEX LIGHTING - AMBER | | $ 270.00 |
| 3 | W-RBL | AMBER LED BEACON LIGHT- MOUNT ON ROOF | | $ 150.00 |
| 0 | N1 | EXTERIOR COLOR: BLUE JEAN | | $ - |
| 0 | AS | INTERIOR: STEEL, VINYL 40/20/40 SPLIT BENCH SEAT | | $ - |
| 0 | | | | $ - |
| 0 | RFC | Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. | | $ - |
| 0 | | Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional | | $ - |
| 0 | | fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is | | $ - |
| 0 | | calculated via statistical algorithm utilizing trending market sales data and median variable freight costs | | $ - |
| 0 | | within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit | | $ - |
| 0 | | cost, where applicable, is derived per section 3.55 1 | | $ - |
| 0 | | | | $ - |
| 6 | LABOR | Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies: | $145 | $ 870.00 |
| UNIT COST | | | | $ 22,997.00 |
| TOTAL QUANTITY | 2 | *TOTAL PURCHASE* | | $ 45,994.00 |

# BID AWARD ANNOUNCEMENT

# 15-23-0904

***Effective Dates:***
*October 1, 2015 – September 30, 2016*

**POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS**

***Participating Sheriffs Offices & Local Governmental Agencies of the State of Florida***

*Coordinated By*

**The**
**Florida Sheriffs Association**
**& Florida Association of Counties**


# MEMO

**FLORIDA SHERIFFS ASSOCIATION**
P. O. Box 12519 • Tallahassee, FL 32317-2519
PHONE (850) 877-2165 • FAX (850) 878-8665
WEB SITE: www.flsheriffs.org

DATE: October 1, 2015

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM:

| Steve Casey | Peggy Goff | Drew Terpak | Annette Grissom |
|---|---|---|---|
| Executive Director | Deputy Executive Director | Business Operations Manager | Cooperative Bid Coordinator |

RE: **POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS**
**BID NO.: 15-23-0904**

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 23rd statewide competitive bid for vehicles which includes police rated, administrative, motorcycles, utility vehicles, trucks & vans. **This contract is effective beginning October 1, 2015 through September 30, 2016, as long as vehicles are available through fleet.**

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at FLEET@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

***All interested parties who wish to purchase from this contract may do so by following these simple procedures:***

## ORDERING INSTRUCTIONS

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. 15-23-0904**. They will assist you with the placement of your order and answer any questions you may have regarding the

vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

Agencies ordering a Ford, General Motors, Chrysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

| Manufacturer | Type Code | FSA Code | Fleet Center Contact Numbers | |
|---|---|---|---|---|
| Ford | FIN Code | QE065 | 1-800-34-FLEET | (1-800-343-5338) |
| General Motors | FAN Code | 917872 | 1-800-FLEET OP | (1-800-353-3867) |
| Chrysler | FAN Code | 48830 | 1-800-999-FLEET | (1-800-999-3533) |
| Toyota | FIN Code | GE159 | 1-800-732-2798 | |

2. **YOU MUST send a copy of the original purchase order (including FSA's Contract No. 15-23-0904) submitted to the participating dealer electronically to: COOP@flsheriffs.org**

3. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

4. All Cooperative Contracts include an administratrive fee of .0075 or three quarters of one percent. The base price and all add options are inclusive of the administrative fee.

   - **POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS** – Dealers ARE to include a three quarters of one percent (.0075) administrative fee in their base bid prices and their quotes and pricing for all additional equipment items (add options), excluding any state regulated fees including tags. The three quarters of one percent (.0075) will be incorporated into and made a part of the total invoice amount and shall not be treated or added as a separate line item. Fees are based on the total invoice cost of the new vehicle or equipment and excluding trade-ins. Trade-ins and other exchanges will not reduce or impact the fee calculation. No Other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at FLEET@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific dealer. Superscripts will be a number between 1 and 4, and will correspond as follows:

   1 = Western zone dealer
   2 = Northern zone dealer
   3 = Central zone dealer
   4 = Southern zone dealer

If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numerical number that applies to their awarded zones. For example, if a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer's model with a slightly different engine size or horsepower, and as such, will not be made available for purchase separate from the base vehicle.

**IMPORTANT NOTE**: The manufacturers produce limited quantities of certain vehicles and orders are processed on a first come first serve basis and limited by the manufacturing plants capacity during any given model year. **We are advising all agencies to place their orders for police rated vehicles as soon as possible to ensure delivery of product.**

Paint code: Blue Jeans

# FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

| Name of Dealership | Type of Vehicle | Zone | Base Unit Price |
|---|---|---|---|
| 3/4 TON PICKUP TRUCK - 4X2 (Specification #51) | | | |
| Rountree-Moore Chevrolet, Cadillac, Nissan | 2016 Chevrolet Silverado 2500 HD (CC25903) | Western | $23,252.00 |
| Rountree-Moore Chevrolet, Cadillac, Nissan | 2016 Chevrolet Silverado 2500 HD (CC25903) | Northern | $23,168.00 |
| Alan Jay Chevrolet, Buick, GMC, Cadillac | 2016 Chevrolet Silverado 2500 HD (CC25903) | Central | $23,180.00 |
| Alan Jay Chevrolet, Buick, GMC, Cadillac | 2016 Chevrolet Silverado 2500 HD (CC25903) | Southern | $23,330.00 |
| Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines | 2016 Ram 2500 (DJ2L62) | Western | $20,353.00 |
| Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines | 2016 Ram 2500 (DJ2L62) | Northern | $20,278.00 |
| Alan Jay Chrysler, Jeep, Dodge, Ram | 2016 Ram 2500 (DJ2L62) | Central | $20,292.00 |
| Auto Nation Chrysler Dodge Jeep Ram - Pembroke Pines | 2016 Ram 2500 (DJ2L62) | ★Southern | $20,328.00 |
| Duval Ford | 2016 Ford F-250 SD (F2A) | ★Western | $19,625.00 |
| Duval Ford | 2016 Ford F-250 SD (F2A) | ★Northern | $19,625.00 |
| Alan Jay Ford | 2016 Ford F-250 SD (F2A) | ★Central | $19,737.00 |
| Duval Ford | 2016 Ford F-250 SD (F2A) | Southern | $20,449.00 |
| Garber Chevrolet Buick GMC | 2016 GMC Sierra 2500 HD (TC25903) | Western | $23,639.00 |
| Garber Chevrolet Buick GMC | 2016 GMC Sierra 2500 HD (TC25903) | Northern | $23,439.00 |
| Alan Jay Chevrolet, Buick, GMC, Cadillac | 2016 GMC Sierra 2500 HD (TC25903) | Central | $23,293.00 |
| Alan Jay Chevrolet, Buick, GMC, Cadillac | 2016 GMC Sierra 2500 HD (TC25903) | Southern | $23,443.00 |

# FLORIDA SHERIFFS ASSOCIATION
# & FLORIDA ASSOCIATION OF COUNTIES

## 3/4 TON PICKUP TRUCK - 4X2
## SPECIFICATION #51

2016 Chevrolet Silverado 2500 HD (CC25903)
2016 Ram 2500 (DJ2L62)
2016 Ford F-250 SD (F2A)
2016 GMC Sierra 2500 HD (TC25903)

**ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED**

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE:

   a. Manufacturer's standard V8 gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLES:

   a. Manufacturer's standard automatic transmission.
   b. Manufacturer's standard drive axle ratio for engine and transmission combination.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Manufacturer's standard air conditioning with 134A system.
   b. Manufacturer's standard tinted glass all around.
   c. Manufacturer's standard AM/FM stereo.
   d. Heavy duty rubber floor covering instead of carpet.
   e. Manufacturer's standard production seats. Purchaser will select color at time of order.
   f. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

   a. Dual outside mirrors and inside rearview mirror.
   b. Interior dome lights with left and right door activated switches.
   c. Manufacturer's standard air bags.

6. BRAKES:

   a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

   a. Manufacturer's standard tires and wheels.
   b. Conventional spare tire mounted underbody.

8. CHASSIS, FRAME, CAB:

   a. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.

b. Manufacturer's standard fuel tank.
c. Manufacturer's standard front and rear bumpers.
d. Fleetside long bed.

# FLORIDA SHERIFFS ASSOCIATION
# & FLORIDA ASSOCIATION OF COUNTIES

## 3/4 TON PICKUP TRUCK - 4X2
## SPECIFICATION #51

## 2016 Ford F-250 SD (F2A)

The Ford F-250 SD (F2A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

| ZONE: | ★Western | ★Northern | ★Central | Southern |
|---|---|---|---|---|
| BASE PRICE: | $19,625.00 | $19,625.00 | $19,737.00 | $20,449.00 |

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

| | | | | |
|---|---|---|---|---|
| **VEHICLE:** | F-250 SD (F2A) | | | |
| **DEALER:** | Duval Ford | Duval Ford | Alan Jay Ford | Duval Ford |
| **ZONE:** | ★Western | ★Northern | ★Central | Southern |
| **BASE PRICE:** | $19,625.00 | $19,625.00 | $19,737.00 | $20,449.00 |

| Order Code | Delete Options | Western & Northern & Southern | Central |
|---|---|---|---|
| 66D [1]<br>66D [2] | Cargo box and rear bumper<br>*Included with optional bodies. PICKUP BOX DELETE Availability: Optional XL and XL T : F-250, Regular Cab 137" WB (8 ft. box) Usage: Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). NA with: 20" Wheels and Tires, FX4 Off-Road Package (17X), Trailer Tow Package – High Capacity (535) Includes: 17.5K Trailer Hitch Receiver (see Trailer Tow guide for rating) Deletes: Pickup Box and Tie-down hooks, Tail gate, Bodyside moldings, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: CenterHigh-mounted Stop Lamp (59H) (only on vehicles over 10klbs gvwr* [1]<br>*Incomplete vehicle package Deletes: Pickup Box and Tie-down hooks, Tailgate, Bodyside moldings, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-Mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating)—req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). [SUBTRACT $294 from credit to include full size spare and tire carrier] -or- (Dealer remove pickup bed, leaves CHSML, rear bumper, spare tire, and spare tire carrier $300 credit)* [2] | $200.00 [1] | $454.00 [2] |
| 58Y [1]<br>58Y [2] | AM/FM stereo radio<br>*NA with XLT model upgrade* [1] | $30.00 [1] | NC [2] |
| M57 [1]<br>572 [2] | Air conditioning<br>*IF ORDERING VEHICLES WITHOUT A/C PAYMENT WILL BE REQUIRED UPON ORDER. "NON-REFUNDABLE"* [2] | $500.00 [1] | $100.00 [2] |
| 51X [1]<br>51X [2] | Full size spare tire and rim | $50.00 [1] | $50.00 [2] |

| Order Code | Add Options | Western & Northern & Southern | Central |
|---|---|---|---|

**Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.**

| | | | |
|---|---|---|---|
| 99T [1]<br>99T 44W [2] | Engine upgrade - specify<br>*6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/TorqShift® Six-Speed Automatic w/SelectShift® Automatic* [1]<br>*6.7L 32 Valve Power Stroke V-8 Diesel w/ 6-SPD Torqueshift Automatic Trans. Includes dual lead acid 750CCA batteries (63T - Engine Idle shut down on diesel $249) (98R - Operator Commanded Regeneration (OCR) $249)* [2] | $8,400.00 [1] | $8,479.00 [2] |
| 98R [1] | Engine upgrade - specify<br>*Operator Commanded Regeneration (OCR) (req. 99T 6.7L Power Stroke® Diesel engine) OCR allows customer to start a manual diesel particulate filter (DPF) regeneration with the vehicle at idle, OCR is a very specialized option requiring the customer have full knowledge of proper use and actuation-it's highly recommended the dealer and the customer review the most recent super duty diesel supplement for more information, OCR is not recommended for general customer use, includes a $250msrp and is intended for unique applications where the vehicle is rarely, if at all, driven above 15-20mph and/or experiences extended idle periods-Vocations where the above can occur are oil refining, undergrowud mining, line repair and tree trimming - Customers within those vocations may find it beneficial to have the option of a manual dpf regeneration during a work cycle.* [1] | $249.00 [1] | NA |

| | | | | |
|---|---|---|---|---|
| **VEHICLE:** | F-250 SD (F2A) | | | |
| **DEALER:** | Duval Ford | Duval Ford | Alan Jay Ford | Duval Ford |
| **ZONE:** | ★Western | ★Northern | ★Central | Southern |
| **BASE PRICE:** | $19,625.00 | $19,625.00 | $19,737.00 | $20,449.00 |

| | | | |
|---|---|---|---|
| 98F [1] | Bi-fuel model - specify<br>*CNG/LPG Gaseous Engine Prep Package (avail. on F-250/F-350 w/6.2L gas engine only). Includes hardened engine intake valves and valve seats and bi-fuel manifold.* [1] | $314.00[1] | NA |
| 98F [1]<br>98F [2] | CNG model - specify<br>*CNG/LPG Gaseous Engine Prep Package (avail. on F-250/F-350 w/6.2L gas engine only). Includes hardened engine intake valves and valve seats and bi-fuel manifold.* [1]<br>*CNG/LPG GASEOUS PREP* [2] | $314.00[1] | $314.00[2] |
| CNG [1]<br>21GGE [2] | CNG conversion (discuss with dealer)<br>*Requires 98F: Ford F-250/350 6.2L bifuel/dedicated 15.7 gee system.* [1]<br>*Bi-Fuel CNG conversion by industry certified florida vendor. System includes approximately 21GGE tank to be mounted in the bed with diamond plate cover. This system also fits well in the cargo area of a utility body. Contact dealer for alternate configurations and additional information.* [2] | $13,600.00[1] | $13,000.00[2] |
| LPG [1] | LPG conversion (discuss with dealer)<br>*Roush CleanTech underbid configuration, includes dropship, may require extra freight with body options.* [1] | $11,764.00[1] | NA |
| DC [1]<br>DRYCELL [2] | Battery, auxiliary HD<br>*Auxiliary battery. Included with diesel, dual 78a 750cca at no charge. Option is for dealer installed battery on gas engine or service body applications.* [1]<br>*800cca dry cell per battery - or - (BATT - additional battery installed in bed or compartment of utility body for accessory power $589)* [2] | $595.00[1] | $329.00[2] |
| GVWR [1] | Increase to 9,200 lbs. GVWR<br>*10K GVWR STANDARD IN BASE VEHICLE* [1]<br>*10,000 GVWR* [2] | Std[1] | Std[2] |
| 52B [1]<br>52B [2] | Electric brake controller<br>*Trailer Brake Controller (TBC; compatible with select electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW). Included in model upgrade package 603a.* [1]<br>*Req's Tow Pkg (Included with Manf Upgrade pkg)* [2] | $269.00[1] | $269.00[2] |
| AdvanceTrac [1] | Traction control<br>*ADVANCE TRAC WITH RSC (ROLL STABILITY CONTROL)* [1] | Std[1] | Std |
| X3E [1]<br>X3E [2] | Limited slip differential<br>*3.73 Electronic-Locking Axle for gas engine. (X3H) 3.31 ratio on diesel.* [1]<br>*3:73 E-Locking Differential (Request X4M for 4:30 E-Locking) X3H - 3:31 E-Locking differential with Diesel upgrade $389.* [2] | $389.00[1] | $389.00[2] |
| F2A.603A [1]<br>96P [2] | Manufacturer's model upgrade package (specify pkg. bid)<br>*F2A Model upgrade includes 603a pkg: Ext Bumper front & rr, chrome Grille--2 bar, chrome, Mirror--man telescope2way fold trail tow w/power/heat glass, heat convex spot mirror,integrate clear lamps /turn sigs, Wheels--F250 18" Cast Alum w/brite hub cover / center ornaments, Windows--rear,fixed privacy glass Int,AC vents blk w/ chrome ring, Audio AM/FM stereo w/SingleCD/MP3 player, 4speakers, Aux audio input jack, Cruise cont steer wheel-mount, Door trim--soft armrest, grab handle, power window/ lock switch, molded upper appliqué & reflect (appliqué and arm rest are accent-color); front map pockets on RegCab, Floor cover--color cordon, full carp Floor mats color coordinated carp, InstrumentCenter--Comp dips,Power Equip Group 1st row fro-seat windows w/one touch up/down, power windows/door locks w/ backlit switches & accsry delay, Front, high series cloth 40/20/40 split bench, sirius sat radio, sync, trailer brake cont, Remote keyless net & Perimeter anti-theft alarm* [1]<br>*XL Appearance Package Includes: AM/FM Stereo/Single-CD/MP3 Player/Clock w/four (4) speakers, Bright chrome grille surround with black insert, Bright chrome hub(SRW Only), Chrome front / rear step bumper, & Cruise Control -or- (603A - XLT front / rear chrome bumper & Grille, Mirrors manual trailer tow with power/heated glass, integrated clearance lamps/ turn signals. Wheels:F-250/F-350 SRW:18" Cast Aluminum w/Bright Hub Covers/Center Ornaments (4). Fixed privacy glass Interior, Audio:AM/FM/CD/MP3, Cruise control, map pockets, full carpet & mats, Power Equipment Group -- 1st row (frontseat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Crew Cab only), power windows/door locks, cloth 40/20/40 split bench, 20% center under-seat storage. 2nd Row under-seat locking storage, SiriusXM. SYNC® -- with 911 Assist® and compass. Trailer Brake Controller Safety/Security Remote keyless entry & Perimeter* | $4,500.00[1] | $944.00[2] |

| VEHICLE: | F-250 SD (F2A) | | | |
|---|---|---|---|---|
| DEALER: | Duval Ford | Duval Ford | Alan Jay Ford | Duval Ford |
| ZONE: | ★Western | ★Northern | ★Central | Southern |
| BASE PRICE: | $19,625.00 | $19,625.00 | $19,737.00 | $20,449.00 |

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| | *antitheft alarm $4120)* [2] | | |
| LS [1]<br>2S [2] | Seat trim upgrade - specify<br>*Vinyl 40/mini-console/40 seat for base vehicle only* [1]<br>*Steel cloth 40/console/40 front seats with mini console (Dealer Installed Leather Trim $1297)* [2] | $354.00[1] | $514.00[2] |
| 90L [1]<br>90L [2] | Power windows/door locks<br>*POWER EQUIPMENT GROUP (90L) Availability: Optional on XL, Standard on XLT and Lariat Not available with: Air Conditioning Delete (572) Includes: Accessory delay, Manually telescoping two-way fold trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated, clearance lamps/turn signals (54K) (XL & XLT only), Perimeter Anti-Theft Alarm, Power locks, Power 1st row (front-seat) windows w/one-touch up/down, PowerScope® power telescoping, power fold-away trailer tow mirrors with power/heated glass, heated convex spotter mirror, Remote keyless-entry, Upgraded door trim panel on XL Deletes: Passenger-side lock cylinder. Options Available: PowerScope® power telescoping, power fold-away trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (54F) (XLT only))* [1]<br>*Includes remote keyless, manual telescoping mirrors w/power heated glass.* [2] | $894.00[1] | $894.00[2] |
| 525 [1]<br>525 [2] | Speed control/tilt steering wheel<br>*Tilt is Standard. Speed control included with model upgrade package and 96V xl value package.* [1]<br>*Included with XLT up-grade* [2] | $234.00[1] | $234.00[2] |
| 2S [1]<br>LS [2] | Bucket seats in lieu of bench seat<br>*Cloth 40/Mini-Console/40 high back bucket (reg cab). Model upgrade comes with full console* [1]<br>*Vinyl 40 / mini-console / 40* [2] | $514.00[1] | $354.00[2] |
| AS [1]<br>AS [2] | 40/20/40 seat in vinyl<br>*NA with model upgrade* [1] | Std[1] | Std[2] |
| 1S [1]<br>1S [2] | 40/20/40 seat in cloth<br>*Cloth 40/20/40 Split Bench w/center armrest, cupholder and storage. Included with model upgrade.* [1]<br>*Cloth 40 / 20 / 40 split bench w/ center armrest, cup holder, and storage.* [2] | $99.00[1] | $99.00[2] |
| CARPET [1] | Carpet in lieu of rubber floor covering<br>*Requires model upgrade. Color-coordinated carpet and carpeted floor mats (deleted when all-weather floor mats are ordered)* [1]<br>*Included and only available with manufacturers upgrade package. - or - (166 - Delete carpet floor on XLT model upgrade, to provide vinly floor surfaces $0, NO CHARGE)* [2] | NC[1] | NA[2] |
| 16S [1] | Floor mats<br>*Floor Mats, All-Weather (NA w/166 Carpet Delete) (Deletes Carpeted Mats). Factory All-Weather floor mats require model upgrade 603a. Base model All-Weather floor mats will be dealer installed non factory mats.* [1]<br>*Included and only available with manufacturers upgrade package. (WTF - Dealer installed HD molded floor liner system $229, includes freight and installation.)* [2] | $59.00[1] | NA[2] |
| TINT [1] | Deep tinted glass<br>*(924) Rear privacy glass included with model upgrade and (433) option. Option is for dealer installed privacy tint.* [1]<br>*Included and only available with sliding rear window option. (DT2 - Dealer Deep Tint Film on side and rear windows $149 (Add $49 for windshield strip)* [2] | $245.00[1] | NA[2] |
| 433 [1]<br>433 [2] | Sliding rear window<br>*Manual Sliding w/Privacy Glass (924)* [1]<br>*Includes Privacy Glass on rear window only* [2] | $124.00[1] | $124.00[2] |
| 585 [1]<br>585 [2] | AM/FM radio with single CD<br>*Premium Electronic AM/FM Stereo with Single-CD/MP3 Player, Digital Clock and four (4) Speakers (includes auxiliary audio input jack on XL) standard on XLT* [1]<br>*Includes MP3 Player and AUX audio input* [2] | $274.00[1] | $274.00[2] |

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| **VEHICLE:** | F-250 SD (F2A) | | | |
| **DEALER:** | Duval Ford | Duval Ford | Alan Jay Ford | Duval Ford |
| **ZONE:** | ★Western | ★Northern | ★Central | Southern |
| **BASE PRICE:** | $19,625.00 | $19,625.00 | $19,737.00 | $20,449.00 |

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| | On-Star<br>*(91M 62D - Ford Hands free phone option: SYNC®– Voice-Activated Communications and Entertainment System w/911 Assist® (includes USB port, AppLink™ and compass: req. 585 AM/FM/CD. or 96P XL Appearance Pkg. on XL $364)* [2] | NA | NA[2] |
| 39S [1] | Satellite radio<br>*Requires model 603A upgrade package and must be specifted.* [1]<br>*Included and only available with manufactures upgrade package* [2] | NC[1] | NA[2] |
| 3K [1]<br>3K [2] | Additional Key(s) or Key Fob(s) when applicable<br>*Use $275 for programmed remote fob. Simple key included in RFC.* [1]<br>*Dealer provided third key. (3KR - Dealer provided third key and remote when ordering with power equipment group $373)* [2] | $126.00[1] | $140.00[2] |
| | Side air bags | Std | Std |
| 18B [1]<br>18B [2] | Cab steps<br>*6" Angular Black Molded-In-Color Running Board* [1] | $319.00[1] | $319.00[2] |
| LSL [1]<br>L-SPOT [2] | Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed<br>*For Go-Light remote operated spot light add $700 includes bed mounted pole in lieu of roof mount.* [1]<br>*(DOOR MOUNT) Add $175 for LED light* [2] | $495.00[1] | $480.00[2] |
| 2SL [1]<br>LR-SPOT [2] | Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed<br>*for Go-Light remote operated spot light add $700 includes bed mounted Pole in lieu of roof mount.* [1]<br>*(DOOR MOUNT) Add $350.00 for LED lights* [2] | $800.00[1] | $900.00[2] |
| VV [1]<br>RS [2] | Vent visors - stick-on style | $130.00[1] | $145.00[2] |
| RS [1]<br>RSF [2] | Rainshields - flange style<br>*Not available with power window group* [2] | $130.00[1] | $145.00[2] |
| BS [1]<br>BS [2] | Bug shield<br>*Dealer provided black Bug Shield* [2] | $195.00[1] | $197.00[2] |
| | Trailer tow mirrors<br>*For power telescopic 54F use $164. Requires model upgrade package 603a. (54K) power glass included with 90L* [1] | Std[1] | Std |
| WGG [1]<br>WGG [2] | Wrap-around grille guard<br>*Warn brand or equal* [1]<br>*Add $300.00 for winch mount plate* [2] | $1,296.00[1] | $995.00[2] |
| TBX [1]<br>ATB [2] | Heavy duty aluminum tool box<br>*AA brand, single lid locking with 2 keys* [1]<br>*Dealer Provided HD Aluminum Diamond Plate Tool Box 14" Depth. (18" Depth $469) AND (ADD $50 to 14" or 18" for low profile tool box.)* [2] | $395.00[1] | $429.00[2] |
| ✓ 85L [1]<br>85L [2] | Bedliner<br>*Plastic drop in liner. NA with 66D* [1]<br>*Plastic drop in bed liner. (Dealer provided drop in bed liner $325)* [2] | $349.00[1] | $349.00[2] |
| 85S [1]<br>85S [2] | Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent)<br>*Factory supplied light duty spray liner. NA with 66D. For HD liner at increased thickness us $565* [1]<br>*Factory THIN spray-on-bed liner w/ plastic tailgate cover. (SOB - Dealer provided HD Spray-on-Bedliner $579.00)* [2] | $494.00[1] | $494.00[2] |

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| **VEHICLE:** | F-250 SD (F2A) | | | |
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| **ZONE:** | ★Western | ★Northern | ★Central | Southern |
| **BASE PRICE:** | $19,625.00 | $19,625.00 | $19,737.00 | $20,449.00 |

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| TCD [1]<br>TBM [2] | All terrain tread tires<br>*4 LT265/70Rx17EOWL A/T includes black side wall spare* [1]<br>*LT245/75RX17E BSW All Terrain. -or- (TCD - LT 265/70R17E OWL All Terrain tires $454)* [2] | $454.00[1] | $164.00[2] |
| N2 [1]<br>N2 HD [2] | Nitrogen filled tires including spare tire | $196.00[1] | $209.00[2] |
| SPACEKAP [1]<br>LEER DCC [2] | Steel truck cap<br>*8' Compak (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 $1,600. Add Service Pkg for $3000.* [1]<br>*Leer Deluxe Aluminum Commercial Topper (WHITE), 23" High, Front Picture Window, Full Length Side Doors with Driver and Passenger Side Tool Boxes including 1 Vertical and 1 Horizontal Divider, Rear lift Up Door with Picture Window, Ladder Rack, 20" 12v LED Interior Light Bar. (Upgrade to Fiberglass 100RCC Commercial Topper Painted to Match $500) (Upgrade to Double Swing Barn Doors w/ vertical glass on Rear in lieu of std lift up door $379 **aluminum tops only**)* [2] | $8,800.00[1] | $3,279.00[2] |
| | Tow hooks | Std | Std |
| LG12 [1]<br>LG13 [2] | 1,200 lb. lift gate<br>*For pickup bed or service body application. Tommy gate brand supplied with Knapheide options and Theiman model combined with Reading body options.* [1]<br>*Tommy Gate G2-1300 LB.* [2] | $2,950.00[1] | $3,244.00[2] |
| 8KW [1]<br>8KW [2] | 8,000 lb. winch with remote<br>*Requires WGG, Warn Brand winch* [1]<br>*Requires Wrap around grill w/ winch mount plate* [2] | $1,200.00[1] | $1,195.00[2] |
| TOWPKG [1]<br>CLVWC [2] | Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed.<br>*Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add $245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added.* [1]<br>*Replaces Factory, provides HD Class V Titan 2.5" Receiver, 7 Pin Wire Harness, Solid Steel Shank Draw Bar, 2 & 5/16" Ball, pin & Clip. (Applicable with all body options) - or - (53W 15J - Factory gooseneck hitch kit, pre-installed $619) - or - (53W 15L - Factory 18k 5th wheel hitch kit, pre-installed $1664)* [2] | $865.00[1] | $670.00[2] |
| SBS [1]<br>USOB [2] | Spray-on bedliner for utility body<br>*For rear bumper add $100. For Drop down doors both sides add $175. HD LINEX Brand.* [1]<br>*HD spray on bed liner for cargo area of utility body only, ADD $279 for box tops.* [2] | $785.00[1] | $747.00[2] |
| SLUS<br>98ASW [1]<br>WS298 SW [2] | Knapheide, Reading or approved equivalent utility body - specify<br>*Reading Classic II: See (31b) Reading ship through. Flip top lids add $900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit.* [1]<br>*Warner Select II Service Body 8' SRW Painted White (includes box and bumper credit) Body Upgrades-- Add $875 for Flip Top Lids, $815 for LED compartment lighting. ** Includes complete vehicle certification from final stage manufacturer ** * [2] | $5,800.00[1] | $5,331.00[2] |
| 696J [1]<br>K696J [2] | Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)<br>*Knapheide Brand service body. See (31v) Knapheide ship through. Fliptop lids add $800, master locks add $500, cabinet lights $500, power locks $850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection. Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit.* [1]<br>*Knapheide SRW Painted Utility Body, (includes box and bumper credit) Body Upgrades-- Add $831 for Flip Top Lids, $314 for T-Handles, $588 for lights inside compartments, $404 for Master Locking System, $159 for pair of Knaplock padlocks keyed to Ford factory ignition key ** Includes complete vehicle certification from* | $5,400.00[1] | $5,215.00[2] |

| VEHICLE: | F-250 SD (F2A) | | | |
|---|---|---|---|---|
| DEALER: | Duval Ford | Duval Ford | Alan Jay Ford | Duval Ford |
| ZONE: | ★Western | ★Northern | ★Central | Southern |
| BASE PRICE: | $19,625.00 | $19,625.00 | $19,737.00 | $20,449.00 |

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| | *final stage manufacturer ** [2]* | | |
| SLU-98ASW [1]<br>U98ASW SL [2] | Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)<br>*Reading sl series with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add $900. Includes 66d bed credit. [1]*<br>*Reading Standard Line Factory Powder Coated White (includes box and bumper credit) Body Upgrades -- Add $913 for Flip Top Option, $674 Lighted Compartments, $893 for Master Locking System. ** Includes complete vehicle certification from final stage manufacturer ** [2]* | $5,200.00[1] | $5,615.00[2] |
| PC [1]<br>DA98 [2] | Powder coating for utility body<br>*Included on SUL98ASW series in red or white. Reading brand only [1]*<br>*Reading Classic II dealer advantage factory Pwdr Coated White -- Add $897 for Flip Top Lids, $674 for lighted compartments, $828 Master Locking System -or- (DA98 Aluminum - Classis II dealer advantage ALUMINUM utility body ***45% weight savings*** $7286 -- ADD $1352 for Flip Top Lids, $674 for lighted compartments, $1131 for Latchmatic remote locking system.** Includes complete vehicle certification from final stage manufacturer ** [2]* | $550.00[1] | $6,685.00[2] |
| FTC [1]<br>FTC [2] | Fiberglass tonneau cover (painted to match)<br>*ARE brand or equal. For Roll n Lock, or RETRAX bed cover option use $1396 [1]*<br>*(Add $1338 for Bed Slider with Rubber Mat and 4" Sides) -or- (Roll~N~Lock cover ADD $297 in lieu of fiberglass tonneau) [2]* | $1,496.00[1] | $1,495.00[2] |
| FCHT [1]<br>FCH [2] | Fiberglass cab high topper with front, side and rear windows (painted to match)<br>*ARE, Century brand or equal. For flip windows add $425 [1]*<br>*Add $375 for side access windows in lieu of fixed [2]* | $1,795.00[1] | $1,695.00[2] |
| 942 [1]<br>942 [2] | Daytime running lights | $44.00[1] | $44.00[2] |
| | Immobilize daytime running lights<br>*Don't order 942 [2]* | Std | NC[2] |
| CS [1]<br>HAR [2] | Cab shield headache rack (protects back of cab)<br>*Expanded metal cab shield (add $300 for strobe beacons mounted on each side of cab shield) [1]* | $545.00[1] | $497.00[2] |
| PRPU [1]<br>PRT [2] | Pipe rack w/expanded metal basket over cab (for pickup bed)<br>*(1200ATR - Weather Guard aluminum material rack with cross members $1479 **does not include expanded metal basket over cab**) [2]* | $1,796.00[1] | $1,790.00[2] |
| PRSB [1]<br>PRU [2] | Pipe rack w/expended metal basket over cab (for utility body) | $1,796.00[1] | $1,790.00[2] |
| SLR [1]<br>SSMLR [2] | Single ladder rack side mounted (specify street or curbside)<br>*Single Side Mtd Ladder Rack [2]* | $796.00[1] | $738.00[2] |
| 153 [1]<br>153 [2] | Front license bracket<br>*(Factory ordered only; dealer provided $79) [2]* | NC[1] | NC[2] |
| 76C [1]<br>76C [2] | Backup alarm, factory installed | $124.00[1] | $124.00[2] |
| BUA [1]<br>BUA [2] | Backup alarm, dealer installed<br>*Whelen brand or equal. [1]*<br>*Dealer provided 90 db back up alarm [2]* | $130.00[1] | $179.00[2] |

| VEHICLE: | F-250 SD (F2A) | | | |
|---|---|---|---|---|
| DEALER: | Duval Ford | Duval Ford | Alan Jay Ford | Duval Ford |
| ZONE: | ★Western | ★Northern | ★Central | Southern |
| BASE PRICE: | $19,625.00 | $19,625.00 | $19,737.00 | $20,449.00 |

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| 76V [1]<br>76V [2] | Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed<br>*Rear View Camera (Electrochromic Mirror w/video display on XL/XLT; XLT req. 96I XLT Interior Pkg $794., 17V XLT Value Pkg $1344. or 17P XLT Premium Pkg. $2884; NA w/66D Pick Up Box Delete or 557 Airbag Delete)* [1]<br>*Requires factory tailgate, BASE model ONLY.* [2] | $539.00[1] | $539.00[2] |
| BUC [1]<br>BUC [2] | Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed<br>*Dealer Provided Rear Vision camera with day/night view, specify rear view mirror or dash mounted monitor* [2] | $695.00[1] | $679.00[2] |
| 31V.31B [1]<br>FUEL<br>TOOL [2] | Optional equipment - specify<br>*Second Stage Manufacturer ship through for Reading (31b) at $543 and Knapheide (31v) at $260. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer.* [1]<br>*Fuel & Tool Box Combo includes: L Shape Fuel Tank, Tool Box, Electric transfer pump, Hose, Nozzle, and flow meter - (ADD SAFE-T - Fire Extinguisher, First Aid Kit, Road Triangles $299)* [2] | $543.00[1] | $1,887.00[2] |
| SAFET [1]<br>RSL [2] | Optional equipment - specify<br>*SAFETY PACKAGE: Fire extinguisher, first aid and road LED KIT, other items to consider: gas air compressor 30 gallon 20cfm ($3660). TOPBOX Side Toolbox 96" ($749) top side pu contractor box with drawers (6: ($896), INVERTER 1500 WATT ($566), 2000 ($696), 3000 ($1626), 5000 with aux battery ($1810). CONEHOLDER: ($115) VANAIR Generator 5K compressor combo ($5700) DUMP for 56ca with tarp ($5900) VMAC: 70cfm under hood compressor ($10995).* [1]<br>*Roadside lighting package Incudes: Four corner hile away LED kit, 8 LED traffic advisor mounted in rear window glass, (AMBER/CLEAR) Grille lights, wired to factory upfitter switches or 6-switch controller. -or- (ALB-TA - Amber LED Light Bar with Front Takedowns, Side Alley lights, and Rear Arrow Stick Traffic Advisor. - ADD - (GL = Go Light with Dash Mounted Remote for $628) - ADD - (806-1210-UB - 1000 watt pure sine wave inverter installed in curbside FRONT compartment of utility body. $798)* [2] | $595.00[1] | $1,729.00[2] |
| 87T [1]<br>JOTTO [2] | Optional equipment - specify<br>*Ford Telematics Powered by Telogis® (87T) Availability: Optional on XL, XLT, Lariat, Platinum and King Ranch® Includes: Onboard device that tracks vehicle location, speed and idle time w/optional vehicle diagnostics and maintenance reports, One (1) year service subscription of Ford Telematics Powered by T elogis®* [1]<br>*Jotto Computer Mount Stand (806-1206 - 600wpure sine wave inverter installed in between driver/passenger front seats $429.)* [2] | $799.00[1] | $485.00[2] |
| RPO [1]<br>3200 C [2] | Optional equipment - specify<br>*Any factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule per fleet.ford.com* [1]<br>*Stellar EC 3200 11,500 ft-lb E/H crane (Requires Knapheide Std Utility Body). - or - (Liberator LIB 3200 10,000 ft-lb E/H crane $16,721 (Requires Warner Body).) *** Both Cranes Include: Crane Reinforcements, Spring Build up, Manual Outriggers & Boom Rest **** [2] | ($1.00)[1] | $15,099.00[2] |
| RFC [1]<br>3BLS [2] | Optional equipment - specify<br>*Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is calculated via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55* [1]<br>*3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)* [2] | $426.00[1] | $229.00[2] |
| LABOR [1]<br>LABOR [2] | Labor rate per hour<br>*Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]<br>*(Labor Rates Based on Single Vehicle Build)* [2] | $145.00[1] | $105.00[2] |

| VEHICLE: | F-250 SD (F2A) | | | |
|---|---|---|---|---|
| DEALER: | Duval Ford | Duval Ford | Alan Jay Ford | Duval Ford |
| ZONE: | ★Western | ★Northern | ★Central | Southern |
| BASE PRICE: | $19,625.00 | $19,625.00 | $19,737.00 | $20,449.00 |

| | | | |
|---|---|---|---|
| TEMP [1]<br>TEMP [2] | Temporary tag | $6.00[1] | $45.25[2] |
| TX [1]<br>TRANS [2] | Transfer existing registration (must provide tag number)<br>*Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]<br>*Includes temp tag & two way overnight shipping for signature.* [2] | $85.00[1] | $168.85[2] |
| TAG [1]<br>TAG [2] | New state tag (specify state, county, city, sheriff, etc.)<br>*Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]* [1]<br>*Includes temp tag & two way overnight shipping for signature.* [2] | $130.00[1] | $220.95[2] |
| MP575 [1]<br>BMP345 [2] | Maintenance Plan - specify<br>*5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use $2230. ADD $300 FOR Police, Emergency and Fire Use. 5 Year 75,000 mile Premium Diesel Maintenance plan $3675. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use $3525. ADD $300 FOR Police, Emergency and Fire Use* [1]<br>*3 yr 45,000 mile(5000 mile interval, includes a total of (9) visits) gas engine Maintenance Plan. (ADD $780 for diesel engine)* [2] | $1,860.00[1] | $580.00[2] |
| MP675 [1]<br>BMP575 [2] | Maintenance Plan - specify<br>*6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use $2280. ADD $300 FOR Police, Emergency and Fire Use. 6 Year 75,000 mile Premium Diesel Maintenance Plan, $3715. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use $3580. ADD $300 FOR Police, Emergency and Fire Use* [1]<br>*5 yr 75,000 mile(5000 mile interval, includes a total of (15) visits) gas engine Maintenance Plan.(ADD $990 for diesel engine)* [2] | $1,905.00[1] | $910.00[2] |
| MP610 [1]<br>BMP6100 [2] | Maintenance Plan - specify<br>*6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use $2845. ADD $500 FOR Police, Emergency and Fire Use. 6 Year 100,000 mile Premium Diesel Maintenance Plan $4320. 20 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use $4515. ADD $500 FOR Police, Emergency and Fire Use* [1]<br>*6 yr 100,000 mile(5000 mile interval, includes a total of (20) visits) gas engine Maintenance Plan.(ADD $1210 for diesel engine)* [2] | $2,400.00[1] | $1,140.00[2] |
| EB575 [1]<br>EC575 [2] | Warranty - specify<br>*5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2385. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide . 5 year, 75,000 mile Chassis GAS BaseCare ESP at zero deductible use $2640. 5 year, 100,000 mile Chassis BaseCare ESP at zero deductible use $3225. Add $755 w/ 66D for Emergency (Fire, Amb, Police), Shuttle, or TowTruck, $605 with Pickup* [1]<br>*Extra Care 5 yr 75k mile extended warranty ($0 Ded)(ADD $555 for fire/emergency use).* [2] | $1,725.00[1] | $2,015.00[2] |
| EE575 [1]<br>PC575 [2] | Warranty - specify<br>*5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $2900. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis GAS ExtraCare ESP at zero deductible use $2945. 5 year, 100,000 mile Chassis ExtraCare ESP at zero deductible use $3655. Add $755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck $555 with Pickup* [1] | $2,015.00[1] | $2,825.00[2] |

| | | | | |
|---|---|---|---|---|
| **VEHICLE:** | F-250 SD (F2A) | | | |
| **DEALER:** | Duval Ford | Duval Ford | Alan Jay Ford | Duval Ford |
| **ZONE:** | ★Western | ★Northern | ★Central | Southern |
| **BASE PRICE:** | $19,625.00 | $19,625.00 | $19,737.00 | $20,449.00 |

| | | | |
|---|---|---|---|
| | *Premium Care 5 yr 75k mile extended warranty ($0 Ded)(ADD $555 for fire/emergency use).* [2] | | |
| EP575 [1]<br>PC6100 [2] | Warranty - specify<br>*5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3595. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis GAS PremiumCare ESP at zero deductible use $3415. 5 year, 100,000 mile Chassis PremiumCare ESP at zero deductible use $4235. Add $755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck $505 with pickup* [1]<br>*Premium Care 6 yr 100k mile extended warranty ($0 Ded)(ADD $555 for fire/emergency use).* [2] | $2,825.00[1] | $3,710.00[2] |
| FB575 [1]<br>EC575 [2] | Diesel Warranty - specify<br>*5 Yr 75,000 mile zero deductible BASECare plan $1830. 5 Yr 100,000 mile zero deductible use $2555. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis DIESEL BaseCare ESP at zero deductible is $2925. 5 year, 100,000 mile Chassis BaseCare ESP at zero deductible is $3950. Add $755 w/ 66D for Emergency (Fire, Amb, Police), Shuttle, or TowTruck, $605 with Pickup* [1]<br>*Diesel Extra Care 5 yr 75k mile extended warranty ($0 Ded) (ADD $555 for fire/emergency use).* [2] | $1,830.00[1] | $2,150.00[2] |
| FE575 [1]<br>PC575 [2] | Diesel Warranty - specify<br>*5 Yr 75,000 mile zero deductible EXTRACare plan $2150. 5 Yr 100,000 mile zero deductible use $3115. Cómplete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis DIESEL ExtraCare ESP at zero deductible is $3210. 5 year, 100,000 mile Chassis ExtraCare ESP at zero deductible is $4525. Add $755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck $555 with Pickup* [1]<br>*Diesel Premium Care 5 yr 75k mile extended warranty ($0 Ded)(ADD $555 for fire/emergency use).* [2] | $2,150.00[1] | $3,010.00[2] |
| FP575 [1]<br>PC6100 [2] | Diesel Warranty - specify<br>*5 Yr 75,000 mile zero deductible PREMIUMCare plan $3010. 5 Yr 100,000 mile zero deductible use $3705. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis DIESEL PremiumCare ESP at zero deductible is $3740. 5 year, 100,000 mile Chassis PremiumCare ESP at zero deductible is $5320. Add $755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck $505 with pickup* [1]<br>*Diesel Premium Care 6 yr 100k mile extended warranty ($0 Ded) (ADD $555 for fire/emergency use).* [2] | $3,010.00[1] | $3,835.00[2] |

mileage as of 11/1/15
100,253

# Vehicle Maintenance and Repair
## Public Works
## 2004 - Chevy Pickup - No. 3534

| Date | Maintenance and/or Repair | Invoice # | Total |
|---|---|---|---|
| 1/15/2010 | Oil Change | 19189 | $14.95 |
| 5/12/2010 | 2 Tires | 01-174751 | $237.54 |
| 7/26/2010 | D/M Tires / Tire Balance / Alignment / Oil Change / Tire Rotation | 19516 | $95.10 |
| 1/13/2011 | install bumper and brackets | 20229 | $1,072.23 |
| 1/13/2011 | Trasmission Cooler / Towing | 20155 | $602.51 |
| 7/6/2011 | Oil Change | 20952 | $14.95 |
| 9/1/2011 | 3 Tires | 01-185063 | $391.38 |
| 11/7/2011 | Tire Balance / D/M Tires / Tire Disposal / Oil Change / Tie Rod End | 21403 | $216.00 |
| 1/13/2012 | Tire Patch / D/M Tire / Tire Balance | 21331 | $19.95 |
| 8/6/2012 | Tire Balance / D/M Tire / Tire Patch | 22313 | $19.95 |
| 8/17/2012 | Oil Change / Tire Rotation | 22355 | $24.90 |
| 10/11/2012 | Tire Balance / D/M Tire / Tire Patch | 22481 | $19.95 |
| 12/4/2012 | Tire Patch | 22705 | $9.95 |
| 12/12/2012 | 1 Tire / Wheel Balance | 01-192611 | $165.39 |
| 3/27/2013 | foam seat fill replaced/springg repaired driver seat/strap weld | 1958 | $452.00 |
| 5/27/2013 | oil change | 23189 | $14.95 |
| 1/22/2014 | Oil Change | 23959 | $14.95 |
| 5/12/2014 | Battery Replacement | N/A | N/A |
| 4/9/2014 | 4 Tires with FLwaste tax, county waste fee, wheel balance, valves and alignment, parts for front right hub bearing, labor and shop supplies | 01-200994 | $1,007.26 |
| 9/9/2014 | Anti-lock brake sys, pressuremodulation abs valve R&R, abs control module R&R, tire roataion fleet, Maint light rest, computer scan and (complete lube, oil and filter service). | 24619 | $1,468.15 |
| 5/12/2015 | Oil change and Scane Engine Retrieved Stroed Codes | 45277 | $227.43 |
| | | | |
| | | Total | $6,089.49 |

Home > Car Values > Chevrolet > Silverado 2500 HD Regular Cab > 2004 > Style > Options > Pickup 2D 8 ft

Chevrolet | Silverado 2500 HD R | 2004 | Go

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## 2004 Chevrolet Silverado 2500 HD Regular Cab

**Style:** Pickup 2D 8 ft

**Mileage:** 100253 | Change

Edit options | Check specs

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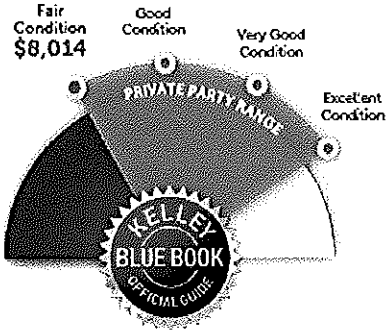


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Private Party Values valid for your area through 11/19/2015

Track this car's values

Write a review on your 2004 Chevrolet



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Browse reviews, photos, specs and more.

See what you should pay

### Sell Your Current Car

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Place an ad



New Cars You Might Like

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2015 Chevrolet Silverado 2500 HD... | View this car
2015 Ford F250 Super Duty Regular Cab | View this car
2015 Ram 2500 Regular Cab | View this car

## Owner's Resources

**Get an Instant Cash Offer**
Find dealers ready to buy or trade in your car - today!
Start your offer

**Benchmark Local Prices**
See what dealers and private sellers in your area are asking for your car.
See listings

**Give Buyers Confidence**
Show them a clean AutoCheck vehicle history report and close the deal fast.
Enter VIN (optional) Go

**Refinance Your Car**
See if you can lower your monthly payment with rates from 1.99%* APR with AutoPay.
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**Get the best price and be more prepared with your free, no-obligation price quote**

Chevrolet | Silverado 2500 H | ZIP Code 33161 | Get your quote



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Invoice #45277 Sub-Estimate #1

VILLAGE OF PALMETTO BAY
9705 EAST HIBISCUS
MIAMI FL 33157

Day Phone : 305-259-1234
Fax Number : 305-969-5091

Vehicle : 2004 Chevrolet Truck Silverado 2500HD 3/4 Ton - Pickup
VIN : 1GCHK24GX4E173534
Fleet # : 800006
Created : 4/16/2015 11:25:57 AM
Complete : 5/12/2015 9:52:05 AM
Invoiced : 5/12/2015 9:52:05 AM
Contact : VAL (786-227-1667)
Srv Writer: JEAN

Tag/State : 231114 / FL
Color : Blue
Odometer In : 100247
Odometer Out : 100247

Labor/Notes

| Qty | Code/Tech* | Reference | Description | | Unit Price | Price |
|---|---|---|---|---|---|---|
| 1 | | LOF | COMPLETE LUBE, OIL AND FILTER SERVICE | | $29.95 | $29.95 |
| | INCLUDES: CHANGE OIL AND FILTER. LUBE ALL FITTINGS ON STEERING LINKAGE, BALL JOINTS & DRIVE SHAFT(S). CHECK AND CORRECT ALL FLUID LEVELS TO INCLUDE BRAKE FLUID, POWER STEERING FLUID, COOLANT, BATTERY ACID (UNLESS A SEALED BATTERY), AUTOMATIC TRANSMISSION FLUID. CHECK TIRE PRESSURE. INSTALL "NEXT SERVICE DUE" STICKER. | | | | | |
| 1 | | D-TIME | SCAN ENGINE RETRIEVED STORED CODES | | $89.00 | $89.00 |
| | P0134 LOW 02S ACTIVITY BANK 1 SENOR 1 AND BANK 2 SENSOR 1<br>P0300 ENGINE MISFIRE DECTECTED<br>P0332 KNOCK SENSOR SIGNAL SHORT/LOW | | | | | |
| | -- | CC | COMMENTS | | | |
| | AS FOR ENGINE MISSFIRE, THE TROUBLE CODE P0300 DOSE NOT SPECIFY A PARTICULAR ISSUE. IN REALITY THERE ARE A MULTIPLE DIFFERENT CAUSE OF A RANDOM MISSFIRE. FIRST STEP WAS TO CHECK THE CONDITION OF THE SPARK PLUGS AND FOUND THAT THE SPARK PLUGS WERE FOWLED AND HAD BROKEN CERAMIC ON THE ELECTRODES. IT IS POSSIBLE THAT IT MAY HAVE AN ADDITIONAL ISSUE AFTER PLUGS ARE REPLACED AS FAR A MISSIFRS GO, BUT THE FIRST STEP IS TO REPLACE THE OBVIOULY WORN OUT SPARK PLUGS AND WIRES | | | | | |
| 1.5 | | OnDemand | OXYGEN SENSOR R&R | M | $89.00 | $133.50 |
| | BOTH | | | | | |
| 1.1 | | OnDemand | POWER STEERING HOSE R&R | M | $89.00 | $97.90 |
| | Includes: R&I Fender Liner. | | | | | |
| 2.5 | | OnDemand | HYDRAULIC POWER BRAKE ACCUMULATOR R&R | M | $89.00 | $222.50 |
| 1.4 | | OnDemand | HEATER HOSES R&R | M | $89.00 | $124.60 |
| | NOTE: Deduct .2 when used in conjunction with Radiator Hos R&R.] V8,Gas,8.1L Eng Outlet | | | | | |
| 1 | | OnDemand | THERMOSTAT R&R | M | $89.00 | $89.00 |
| | Gas,V8,8.1L Eng | | | | | |
| 3.5 | | OnDemand | RADIATOR R&R | M | $89.00 | $311.50 |
| | V8,Gas,8.1L Eng,Automatic Trans | | | | | |
| 1 | | CSEX | EXTENDED LIFE COOLANT FLUSH | | $119.95 | $119.95 |
| | LABOR TO FLUSH COOLANT SYSTEM USING EXTENDED LIFE COOLANT. | | | | | |
| 1 | | OnDemand | ENGINE KNOCK SENSOR R&R | M | $89.00 | $89.00 |
| | V8,8.1L Eng Both | | | | | |

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Invoice #45277 Sub-Estimate #1

VILLAGE OF PALMETTO BAY

Vehicle : 2004 Chevrolet Truck Silverado 2500HD 3/4 Ton - Pickup

Labor/Notes (continued)

| Qty | Code/Tech* | Reference | Description | | Unit Price | Price |
|---|---|---|---|---|---|---|
| 0.9 | | OnDemand | BLOWER MOTOR ASSEMBLY R&R | M | $89.00 | $80.10 |
| | DOES NOT include system charge. | | | | | |
| 1.5 | | OnDemand | SPARK PLUGS R&R | M | $89.00 | $133.50 |
| | V8 | | | | | |
| 1 | | BRAFLU | BRAKE FLUSH | | $59.95 | $59.95 |
| | LABOR TO FLUSH BRAKE SYSTEM. | | | | | |
| 1 | | BKR2 | REAR BRAKE JOB W/DISC BRAKES | | $89.00 | $89.00 |
| | INCLUDES: INSTALL NEW BRAKE PADS, CHECK EMERGENCY BRAKE OPERATION & ADJUSTMENT. CHECK CALIPER OPERATION. CHECK BRAKE FLUID LEVEL. | | | | | |
| 1.4 | | ACS7 | EVACUATE AND RECHARGE | | $89.00 | $124.60 |
| 1 | | LOF | COMPLETE LUBE, OIL AND FILTER SERVICE | | $29.95 | $29.95 |
| | INCLUDES: CHANGE OIL AND FILTER. LUBE ALL FITTINGS ON STEERING LINKAGE, BALL JOINTS & DRIVE SHAFT(S). CHECK AND CORRECT ALL FLUID LEVELS TO INCLUDE BRAKE FLUID, POWER STEERING FLUID, COOLANT, BATTERY ACID (UNLESS A SEALED BATTERY), AUTOMATIC TRANSMISSION FLUID. CHECK TIRE PRESSURE. INSTALL "NEXT SERVICE DUE" STICKER. | | | | | |
| 1 | | PSF | POWER STEERING FLUSH | | $99.95 | $99.95 |
| | LABOR TO FLUSH POWER STEERING SYSTEM. | | | | | |

Parts

| Qty | Code/Tech* | Reference | Description | Condition | Unit Price | Price |
|---|---|---|---|---|---|---|
| 2 | NOL | 75050 | NAPA/VALVOLINE 5W30 OIL | New | $3.50 | $7.00 |
| 1 | DEN | 2344669 | OXYGEN SENSOR | New | $126.80 | $126.80 |
| 1 | NPS | 73463 | Power Steering Pressure Hose - OEM - Hydro-Boost t | New | $88.70 | $88.70 |
| 1 | - | MISC | HYDRO BOOSTER | | $622.86 | $622.86 |
| 1 | - | MISC | HEATER HOSE | | $42.95 | $42.95 |
| 1 | THM | 539095 | THERMOST | New | $25.64 | $25.64 |
| 1 | BK | 7031711 | RADIATOR CAP | New | $13.68 | $13.68 |
| 1 | NBH | 9315 | CURVED RADIATOR HOSE | New | $28.12 | $28.12 |
| 1 | - | MISC | LOWER RADIATOR HOSE | | $166.51 | $166.51 |
| 1 | -- | MISC | RADIATOR | New | $498.57 | $498.57 |
| 2 | - | MISC | KNOCK SENSOR | | $72.79 | $145.58 |
| 1 | BK | 6552437 | BLOWER MOTOR | New | $156.83 | $156.83 |
| 8 | AC | 41983 | AC DELCO SPARK PLUGS | New | $9.88 | $79.04 |
| 1 | AC | 748KK | AC DELCO IGNITION WIRES | New | $104.40 | $104.40 |
| 1 | ADO | AD-7653 | DISC PAD | New | $79.95 | $79.95 |
| 2 | NB | 4886830 | Brake Rotor Only - Rear - Premium - 8500 And 8600 | New | $73.70 | $147.40 |
| 2 | -- | R134A | FREON | | $14.95 | $29.90 |

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Invoice #45277 Sub-Estimate #1

VILLAGE OF PALMETTO BAY

Vehicle : 2004 Chevrolet Truck Silverado 2500HD 3/4 Ton - Pickup

Parts (continued)

| Qty | Code/Tech* | Reference | Description | Condition | Unit Price | Price |
|---|---|---|---|---|---|---|
| 2 | NOL | 75050 | NAPA/VALVOLINE 5W30 OIL | New | $3.50 | $7.00 |
| 1 | TEM | 409521 | A/C HIGH PRESSURE VALVE | New | $19.95 | $19.95 |

| | | |
|---|---|---|
| Labor | ..... | $1,923.95 |
| Parts | ..... | $2,390.88 |
| Sublet/Misc. | ..... | $0.00 |
| *Shop Supplies | ..... | $75.00 |
| Charges | ..... | $0.00 |
| Sales Tax | Tax Exempt # 85-8012611733C1 | $0.00 |
| | Estimate | $4,389.83 |

| Tech | Certification # |
|---|---|
| 52 | OX1NQ4SE4ROBLE |

| | | | |
|---|---|---|---|
| To: | Honorable Mayor and Village Council | Date: | December 7, 2015 |
| From: | Edward Silva, Village Manager | Re: | Drainage Improvements for Sub-Basin No. 10 |

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH MAGGOLC, INC. TO PROVIDE CONSTRUCTION SERVICES FOR SUB-BASIN 10 (SW 88TH AVENUE) PAVING AND DRAINAGE IMPROVEMENTS; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $192,633.25 TO COMPLETE THE REMAINING DRAINAGE INFRASTRUCTURE IMPROVEMENTS AWARDED CONTRACTOR UNDER INVITATION TO BID ("ITB") 1415-11-010; AND PROVIDING FOR AN EFFECTIVE DATE.**

## BACKGROUND AND ANALYSIS:

Kimley-Horn and Associates, Inc. completed the design, bidding, and permitting phase of the drainage improvements for Sub-Basin No. 10 drainage infrastructure improvements. As recommended in the report, the drainage improvements will reduce localized flooding during severe storm events in the area mentioned above. The drainage improvements were designed in accordance with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, Florida Department of Transportation, and the Department of Environmental Resources Management (now known as Regulatory and Economic Resources "RER").

A competitive bid process was followed for construction services for drainage improvements with the issuance of Invitation to Bid No. 1415-11-010. The bid was advertised in the Daily Business Review on November 4th, 2014. Bids for drainage improvements were received and opened on December 11th, 2014 with seven (7) contractors submitting a bid. Kimley-Horn and Associates, Inc., and Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience, and references. After a thorough analysis of the responses, the Village's engineer of record

recommended and the Village concurred that Maggolc, Inc., was the lowest, most inclusive and responsible bid. Maggolc, Inc., provided the Village of Palmetto Bay with a base bid of $922,633.25.

Resolution No. 2015-39 authorized the Department to contract the construction of Sub-Basin No. 10 drainage improvements in two parts. The Stormwater Utility budget in FY 14-15 was insufficient to fund the entire base bid amount of $922,633.25 for construction of Sub-Basin No. 10 which consists of approximately 41.5 acres of existing detached single family residential developments, with approximately 11,500 linear feet of roadway, including SW 87th Avenue, SW 87th Court, SW 88th Avenue, SW 88th Court, SW 89th Avenue, to the south of SW 152nd Street, SW 153rd Terrace, SW 154th Street, SW 154th Terrace, SW 155th Terrace, and SW 156th Terrace.

Kimley-Horn and Associates, Inc., reviewed the drainage system design and formulated the most efficient approach to construct Sub–Basin No. 10 Part 1 Drainage Improvements in FY 14-15 for an amount not to exceed $730,000, the funding allocation approved via Resolution No. 2015-39. Florida Department of Environmental Protection granted the Village of Palmetto Bay funding in the amount of $300,000 in FY 2014-2015 to assist with funding the construction of Sub-Basin No. 10 drainage improvements. Sub–Basin No. 10 Part 1 Drainage Improvements is complete. The balance of drainage improvements planned for construction in Sub-Basin No. 10 are scheduled to be completed under Part 2 with Stormwater Utility Revenue funding in the amount of $192,633.25 budgeted in FY 15-16.

Administration desires to continue the contract for the balance of drainage improvements planned for construction under part 2 with Stormwater Utility Revenue funding in the amount of $192,633.25. The Public Services Department recommends that it is in the best interest of the Village to continue to contract with Maggolc, Inc., which submitted the lowest, most inclusive, and responsible bid to provide the requested drainage improvements in accordance with Invitation to Bid No. 1415-11-010.

Administration is requesting authorization from the Village Council to issue a purchase order to Maggolc, Inc., in an amount not to exceed $192,633.25 to fund the balance of construction services for Sub–Basin No. 10 Part 2 Drainage Improvements in FY 15-16.

**FISCAL/BUDGETARY IMPACT:**
Funding is available and budgeted for this item under "Special Revenue Funds – Stormwater Utility" in an amount not to exceed $192,633.25.

**RECOMMENDATION:**
Approval is recommended.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AN EXISTING AGREEMENT WITH MAGGOLC, INC. TO PROVIDE CONSTRUCTION SERVICES FOR SUB-BASIN 10 (SW 88TH AVENUE) PAVING AND DRAINAGE IMPROVEMENTS; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $192,633.25 TO COMPLETE THE REMAINING DRAINAGE INFRASTRUCTURE IMPROVEMENTS AWARDED CONTRACTOR UNDER INVITATION TO BID ("ITB") 1415-11-010; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** a competitive bid process was followed for construction services for Sub-Basin No. 10 (SW 88th Avenue) Paving and Drainage improvements with the issuance of Invitation to Bid 1415-11-010; and,

**WHEREAS,** after a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Maggolc, Inc. provided the lowest, most inclusive and responsible bid in an amount not to exceed $922,633.25 for construction of Sub-Basin No. 10 drainage improvements; and

**WHEREAS,** Sub-Basin 10 drainage improvements construction is scheduled to be completed in two parts due to insufficient funding in Fiscal Year 2014-2015 to fund the entire scope of work detailed ITB 1415-11-010; and,

**WHEREAS,** the Village contracted with Maggolc, Inc., the lowest, most inclusive, and responsible bid to provide construction services in an amount of $730,000 via Resolution No. 2015-39 for Part 1 of Sub-Basin No. 10 drainage improvements; and,

**WHEREAS,** Maggolc, Inc., completed construction of Sub-Basin No. 10 Part 1 Drainage Improvements with funding allocated in Fiscal Year 2014-2015; and,

**WHEREAS,** the Village desires to fund construction of Sub-Basin No. 10 Part 2 Drainage Improvements with Stormwater Utility revenue in Fiscal Year 2015-2016; and,

**WHEREAS,** Administration would like to continue the contract for the balance of drainage improvements planned for construction under Part 2 of Sub-Basin No. 10 with Stormwater Utility Revenue funding in the amount not to exceed $192,633.25 in Fiscal Year 2015-2016 in accordance with ITB 1415-11-010.

**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 issue a purchase order to Maggolc, Inc., in an amount not to exceed $192,633.25 to fund the balance of construction services for sub–basin 10 Part 2 Drainage Improvements in Fiscal Year 2015-2016.

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

PASSED AND ADOPTED this _____ day of December 2015.

Attest:

| | |
|---|---|
| _____ | _____ |
| Meighan J. Alexander | Eugene Flinn |
| Village Clerk | Mayor |

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

_____
Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

SECTION 10.0 AGREEMENT

# AGREEMENT ("CONTRACT") BETWEEN VILLAGE AND VENDOR

THIS VENDOR is dated as of the 5 day of May, in the year 2015, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the VILLAGE"), and Maggolo, Inc. (hereinafter sometimes called the "VENDOR").

**Article 1. WORK.**

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

> Construct paving and drainage improvements for the Village (Invitation to Bid# 1415-11-010) generally bounded by SW 152nd Street to the north, SW 156th Terrace to the south, SW 89th Avenue to the west, and SW 87th Avenue to the east. The Project shall include but not be limited to roadway improvements, drainage improvements, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the contractor. Construction of this Project will require close coordination with the Village and Engineer.

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

**VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")**
**SUB-BASIN 10 (SW 88TH AVENUE) PAVING & DRAINAGE IMPROVEMENTS (the "Project")**

**Article 2. ENGINEER.**

The Project has been designed by the following:

ENGINEER

> Kimley-Horn and Associates, Inc.
> 600 N Pine Island Road, Suite 450
> Plantation, FL 33324

who is hereinafter called "ENGINEER" and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME.**

3.1 If awarded the Total Bid Work, the Work will be substantially completed within 150 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 180 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and VENDOR 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. VENDOR 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 VENDOR agree, that as liquidated damages for delay (but not as a penalty), VENDOR 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 VENDOR's Applications for Payment. However, if at the time of the VENDOR's Final Application for Payment, VENDOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then VENDOR shall pay any amount due within 10 days of written demand by OWNER.

**Article 4. CONTRACT PRICE.**

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

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

Contract Price: $922,633.25

Contract Price (in words): Nine hundred twenty two thousand six hundred and thirty three dollars and twenty five cents

**Article 5. PAYMENT PROCEDURES.**

VENDOR 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.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of VENDOR'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.

5.1.1 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.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to VENDOR 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.

5.2. 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 6.** **INTEREST.** Not Applicable

**Article 7.** **VENDOR'S REPRESENTATIONS.**

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

7.1. VENDOR 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. VENDOR 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 Vendor's competence as a licensed General Vendor , that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Vendor'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 VENDOR 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 VENDOR 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 Vendor's observations with the Contract Documents; and (f) at Vendor'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 VENDOR 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.

7.2. VENDOR 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.

7.3. VENDOR 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 VENDOR for such purposes.

7.4. VENDOR 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. VENDOR 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 VENDOR. VENDOR shall not rely on any conflicts, errors or discrepancies that VENDOR 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 8. CONTRACT DOCUMENTS.**

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

8.1. This Contract

8.2. Exhibits to this Contract

8.3. Performance and Payment Bonds

8.4. Notice of Intent to Award

8.5. General Conditions

8.6. Supplementary Conditions (Exhibits to the Supplementary Conditions)

8.7. Specifications bearing the

Engineer's Project No. 044649014

8.8. Drawings bearing the following general title:

Sub-Basin 10 (SW 88TH Avenue) Paving & Drainage Improvements (the "Project")

8.9 Addenda

8.10. VENDOR'S BID

8.11.1 Documentation submitted by VENDOR prior to Notice of Intent to Award

8.11.2 Any Modifications, including Change Orders, Work Authorizations, duly delivered after execution of the Contract.

8.11.3 Advertisement for Bids.

8.11.4 Americans with Disabilities Act Statement

8.11.5 Drug-Free workplace Certification

8.11.6 Contractor Affidavit and Partial Release

8.11.7 Contractor Affidavit and Final Release

8.11.8 Waiver and Release of Lien Upon Progress Payment

8.11.9 Waiver and Final Release of Lien

8.11.10 Geotechnical Report

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

**Article 9. 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 VENDOR 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 VENDOR 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.

CONTRACT CONTINUED ON THE FOLLOWING PAGE

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 VENDOR. All portions of the Contract Documents have been signed or identified by OWNER and VENDOR.

OWNER

Village of Palmetto Bay

ADDRESS
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY

Edward Silva
Print Name

Village Manager
Title

ATTEST

Meighan J. Alexander
Village Clerk

APPROVED AS TO FORM BY

Dexter Lehtinen
Village Attorney

(CORPORATE SEAL)

VENDOR

Maggolc, Inc.

ADDRESS
11020 SW 55 ST
Miami, FL 33165

BY

Mario Gonzalez
Print Name

President
Title

WITNESS

OLGA LEON
Print Name

(CORPORATE SEAL)

**END OF SECTION**

This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

| | |
|---|---|
| Surety Name: | Berkley Insurance Company<br>255 South Orange Ave, Suite 1515<br>Orlando, FL 32801<br>(973) 775-5256 |
| Bond Number: | 0192668 |
| Contractor Name: | Maggolc, Inc.<br>11020 SW 55 Street<br>Miami, FL, 33165<br>(786) 291-2949 |
| Owner Name: | Village of Palmetto Bay<br>9705 E. Hibiscus Street<br>Palmetto Bay, FL 33157<br>(305) 506-7965 |
| Project Number: | ITB No. 1415-11-010 |
| Project Description: | Sub-Basin 10 (SW 88th Avenue) Paving & Drainage Improvements |
| Project Address: | Village of Palmetto Bay, Miami Dade County, FL |
| Legal Description of Property: | Sub-Basin 10 (SW 88th Avenue) Paving & Drainage Improvements |

This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.

PUBLIC WORKS COPY

# PERFORMANCE BOND

Bond No. 0192668

**PROJECT TITLE: Sub-Basin 10 (SW 88TH Avenue) Paving & Drainage Improvements (the "Project")**
**VENDOR : MAGGOLC, INC.**
**CONTRACT NO: 000047**
**CONTRACT DATED:**

STATE OF §Florida
§
COUNTY OF §Miami Dade

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, Maggolc, Inc. ********** Of the Village of 11020 SW 55th St. Miami, FL 33165 County of Miami Dade, and State of Florida, as Principal, and Berkley Insurance Company, 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 Nine Hundred Twenty Two Thousand Six Hundred Thirty Three and 25/100 Dollars ($ 922,633.25) 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 5 day of May, 2015, for the construction of the **Sub-Basin 10 (SW 88TH Avenue) Paving & Drainage Improvements** (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 9 day of April, 2015.

Witness: Olga Leon

Address: 11020 SW 55 St., Miami FL 33165

Principal Maggolo, Inc.

By:

Name: Mario Gonzalez
(Print)

Title: President

Address: 11020 SW 55th Street
Miami, FL 33165

Witness: Carmen E. Pillot

Address: 3350 S. Dixie Hwy, Miami, FL 33133

Surety Berkley Insurance Company

By:

Name: Michael A. Bonet
(Print)

Title: Attorney-In-Fact & FL Resident Agent

Address: 255 South Orange Ave, Suite 1515
Orlando, FL 32801

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

Name: Michael A. Bonet of Kahn Carlin & Co., Inc.

Address: 3350 S. Dixie Hwy., Miami, FL 33133

Phone: (305) 446-2271

PUBLIC WORKS COPY

# LABOR AND MATERIAL PAYMENT BOND

Bond No. 0192668

**PROJECT TITLE: Sub-Basin 10 (SW 88TH Avenue) Paving & Drainage Improvements (the "Project")**
**VENDOR : MAGGOLC, INC.**
**CONTRACT NO: 000047**
**CONTRACT DATED:**

STATE OF § Florida
§
COUNTY OF § Miami Dade

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we Maggolc, Inc., of the Village of 11020 SW 55th St. Miami, FL 33165, County of Miami Dade, State of Florida, as Principal, and Berkley Insurance Company, 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 $ 922,633.25 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 **Sub-Basin 10 (SW 88TH Avenue) Paving & Drainage Improvements**, 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 May 5, 20 15.

PUBLIC WORKS COPY

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 9 day of April, 2015.

Witness: Olga Leon

Address: 11020 SW 55 St, Miami FL 33165

Principal Maggolc, Inc.

By:

Name: Mario Gonzalez
(Print)

Title: President

Address: 11020 SW 55th Street

Miami, FL 33165

Witness: Carmen E. Pillot

Address: 3350 S. Dixie Hwy., Miami, FL 33133

Surety Berkley Insurance Company

By:

Name: Michael A. Bonet
(Print)

Title: Attorney-In-Fact & FL Resident Agent

Address: 255 South Orange Ave, Suite 1515

Orlando, FL 32801

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

Name: Michael A. Bonet of Kahn Carlin & Co., Inc.

Address: 3350 S. Dixie Hwy., Miami, FL 33133

Phone: (305) 446-2271

PUBLIC WORKS COPY

No. BI-10071

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Roy V. Fabry or Michael A. Bonet of Kahn-Carlin & Co., Inc. of Miami, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

Attest: Berkley Insurance Company

(Seal) By _____ By _____

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

**STATE OF CONNECTICUT )**
**) ss:**
**COUNTY OF FAIRFIELD )**

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of _____, _____.

(Seal)

_____
Andrew M. Tuma

PUBLIC WORKS COPY

RESOLUTION NO. 2015-39

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE WIDE DRAINAGE IMPROVEMENTS; APPROVING THE SELECTION OF MAGGOLC, INC.TO PROVIDE CONSTRUCTION SERVICES FOR SUB-BASIN 10 (SW 88TH AVENUE) PAVING AND DRAINAGE IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $730,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palmetto Bay contracted with Kimley-Horn and Associates, Inc., to design drainage improvements in Sub-Basin 10, more specifically, the area generally located south of SW 152nd Street, North of SW 156TH Terrace, east of 89th Avenue, and west of SW 87TH Avenue; and,

**WHEREAS**, Kimley-Horn and Associates, Inc. has completed the design, bidding, and permitting phase of the drainage improvements; and,

**WHEREAS**, a competitive bid process was followed for construction services for drainage improvements with the issuance of Invitation to Bid No. 1415-11-010; and,

**WHEREAS**, the bid was advertised in the Daily Business Review on November 4th, 2014; and,

**WHEREAS**, bids for drainage improvements were received and opened on December 11th, 2014 with seven (7) contractors submitting a bid; and,

**WHEREAS**, Kimley-Horn and Associates, Inc. and the Village Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience and references; and,

**WHEREAS**, after a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Maggolc, Inc. was the lowest, most inclusive and responsible bid. Maggolc, Inc. provided the Village of Palmetto Bay with a base bid of $922,633.25; and,

**WHEREAS**, construction of Sub–basin 10 drainage improvement is scheduled to be completed in two (2) phases; and,

**WHEREAS**, Phase I of sub-basin #10 is scheduled to commence in Fiscal Year 14-15 in an amount not to exceed $730,000 and Phase II is planned for construction in Fiscal Year 15-16 for an amount not to exceed $192,633.25; and,

**WHEREAS,** Florida Department of Environmental Protection granted the Village of Palmetto Bay funding in the amount of $300,000 in FY 2014-2015 to assist with funding the construction of Sub- Basin 10 drainage improvements; and,

**WHEREAS,** the Village has allocated $430,000 in Stormwater Utility revenue for construction of Sub-basin #10 in FY 2014-2015; and,

**WHEREAS,** the balance of drainage improvements planned for construction in sub-basin 10 will be completed under Phase II of Sub-Basin 10 with Stormwater Utility Revenue funding in the amount of $192,633.25 to be budgeted in Fiscal Year 15-16; and,

**WHEREAS,** the Department of Public Works recommends that it is in the best interest of the Village to establish a contract with Maggolc, Inc., which submitted the lowest, most inclusive and responsible bid to provide the requested drainage improvements in accordance with Invitation to Bid No. 1415-11-010 in an amount not to exceed $730,000 for Phase I Sub-basin #10 construction improvements; and,

**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 enter into an agreement with Maggolc, Inc. for Phase I Sub-basin #10 construction improvements in an amount not to exceed $730,000.

**Section 2:** This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 6th day of April, 2015.

Attest:

Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

| | |
|---|---|
| Council Member Karyn Cunningham | YES |
| Council Member Tim Schaffer | YES |
| Council Member Larissa Siegel Lara | YES |
| Vice-Mayor John DuBois | YES |
| Mayor Eugene Flinn | YES |

ORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2014

IS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS RTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to e terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the rtificate holder in lieu of such endorsement(s).

PRODUCER
stern Insurance Group, Inc.
70 SW 107 Avenue
ite 104
ami FL 33176

CONTACT NAME: David N. Lopez
PHONE (A/C, No, Ext): (305) 595-3323 FAX (A/C, No): (305) 595-7131
E-MAIL ADDRESS: ca@easternins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Colony Insurance Company | |
| INSURER B: Maxpro Insurance Co. of Florida | |
| INSURER C: Torus National Insurance | |
| INSURER D: BusinessFirst Insurance Co. | |
| INSURER E: Federal Insurance Company | |
| INSURER F: | |

INSURED
ggolo, Inc.
020 SW 55 Street
iami FL 33165

COVERAGES CERTIFICATE NUMBER: Master 14-15 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 | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | X | | 103GL0006301-00 | 9/22/2014 | 9/22/2015 | EACH OCCURRENCE $ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000<br>MED EXP (Any one person) $ 5,000<br>PERSONAL & ADV INJURY $ 1,000,000<br>GENERAL AGGREGATE $ 2,000,000<br>PRODUCTS - COMP/OP AGG $ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>X HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS | | | 415013000652 | 7/17/2014 | 7/17/2015 | COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000<br>BODILY INJURY (Per person) $<br>BODILY INJURY (Per accident) $<br>PROPERTY DAMAGE (Per accident) $<br>$ 1,000,000 |
| C | UMBRELLA LIAB<br>X EXCESS LIAB<br>DED X RETENTION $ 0 | | | 35222X140ALT, 3 | 9/22/2014 | 9/22/2015 | EACH OCCURRENCE $ 3,000,000<br>AGGREGATE $ 3,000,000<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 521-11698 | 9/22/2014 | 9/22/2015 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT $ 100,000<br>E.L. DISEASE - EA EMPLOYEE $ 100,000<br>E.L. DISEASE - POLICY LIMIT $ 500,000 |
| E | Rented/Leased Equipment | | | 45468147 | 11/2/2013 | 11/2/2015 | $250,000 |
| E | Contractor's Equipment | | | 45468147 | 11/2/2014 | 11/2/2015 | $164,398 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Engineering Contractor
Contract: CICC-7040
Contract: CICC-7360
Certificate holder is listed as an additional insured with respect to general liability as required by written contract. Coverage as an additional insured is provided if required by written contract.

CERTIFICATE HOLDER
(305) 375-1477
Miami-Dade County
Administration
General Services Administration
Risk Management Division
Property & Casualty Unit
1111 NW 1st Street, Suite 2340
Miami, FL 33128

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
David Lopez/ANDRIA



ACORD 25 (2010/05)
INS075 (201001)
The ACORD name and logo are registered marks of ACORD

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

FED EX DELIVERY - SIGNATURE REQUIRED

NOV 05 2014

Ms. Corrice Patterson
Public Works Director
Village of Palmetto Bay
9495 Southwest 180th Street
Palmetto Bay, Florida 33157

Re: LP13203 - Palmetto Bay
Palmetto Bay Sub-Basin 10 Drainage Improvements

Dear Ms. Patterson:

We are pleased to provide financial assistance for your stormwater improvement project. One fully executed grant agreement is enclosed. To draw money under the agreement, please call Sandy Waters at (850) 245-8382 for assistance in completing a disbursement request.

We congratulate you and your staff on your efforts and are pleased that we can work with you on this project.

Sincerely,

Tony Waltner for

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/sw

Enclosure

cc: Kristy Bada - Village of Palmetto Bay
Ron Williams - Village of Palmetto Bay
Desmond Chin - Village of Palmetto Bay

deliverable budget will require a formal change order to the Agreement. Changes that transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than October 31, 2016, to assure the availability of funds for payment. The Disbursement Request Package must include:

(1) A completed Disbursement Request Form submitted by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,

(2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,

(3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B** shall be accompanied by supporting documentation and other requirements as follows:

request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

F. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RESERVED.

7. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

9. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment G** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 18 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.(1)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

14. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

21. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $100,000 each occurrence and $300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:

$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

22. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

23. RESERVED.

24. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

25. RESERVED.

30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT A
PROJECT WORK PLAN
VILLAGE OF PALMETTO BAY
LP13203

| |
|---|
| **Project Title:** Palmetto Bay Sub-Basin 10 Drainage Improvements |
| |
| **Project Location:** Palmetto Bay, Florida, Miami-Dade County, Florida |
| |

**Project Background:** The Village of Palmetto Bay encompasses the eastern-most section of South Miami- Dade from SW 136th ST to SW 184th ST, and includes a large part of Biscayne Bay. This has made Palmetto Bay particularly vulnerable to the effects of weather conditions, including flooding and property destruction due to wind damage and salt intrusion. Nature events such as hurricanes have had a significant impact on neighborhoods throughout Palmetto Bay and whereas Palmetto Bay continues to experience ongoing issues with stormwater discharge and flooding during heavy rain events.

Several roadway drainage basins with closed systems within the Village consist of small isolated drainage facilities. The roadway longitudinal profiles in several areas have numerous high and low points, with only minimal existing undersized exfiltration drainage systems. Other areas within Palmetto Bay that experience localized roadway flooding have closed systems with no drainage facilities other than infiltration via grass swales, and homeowner constructed drywells. The capacity of the existing swales and exfiltration trenches is not sufficient to discharge the volume of runoff outlined in the performance criteria during the modeled storm events. Existing drainage systems with outfalls to the C-100 canal appear to be undersized and cannot handle peak basin discharge during large/heavy rainfalls. Heavy flooding occurs at final catch basin prior to reaching canal outfall. This undesirable scenario potentially lends itself to short and long term flooding conditions within the Village of Palmetto Bay, and as a consequence of these deficient conditions, areas experience frequent flooding.

Palmetto Bay completed a Stormwater Master Plan that identifies and prioritizes problem areas in need of improvement. Currently, the Village is addressing reoccurring flooding issues in Sub Basin 10 as identified in the Village's Stormwater Master Plan. Funding limitations has prevented the construction of stormwater improvements in Sub-Basin 10. This is a location where water accumulates and remains stagnate for days. Planning, drainage design, construction plans and permitting of Sub-Basin No. 10 were completed in 2012.

The project proposed for funding involves the construction of catch basins and exfiltration trenches at the low points in roadway swales of the sub basin 10. Construction of this project will improve the quality of water and will mitigate the environmental hazards associated with stormwater runoff by reducing the loading pollutants into Biscayne Bay which is considered a "priority" surface water body.

As one of the newer municipalities located within Miami-Dade County, funding limitations has delayed construction of Sub-Basin 10 drainage improvements. However, local funding

ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants

1. Grantee/Recipient VILLAGE OF PALMETTO BAY
2. Project Number LP13203 Date of Request _____
3. Disbursement Request Number _____ Required Match % 0
4. Type of Request: Partial ☐ Final ☐
5. Federal Employer Identification Number 05-0541068
6. Task/Deliverable No. _____
7. Mail ☐ EFT ☐ Send Remittance to:

_____
_____
_____
_____

Disbursement Details
(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

| | | Amount this Request | Total Cumulative |
|---|---|---|---|
| 1. | Contractual Services | | |
| 2. | Total | | |
| 3. | Disbursements previously requested | | |
| 4. | Amount Requested for Disbursement (line 2 minus 3) | | |

** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: **

Florida Department of Environmental Protection
State Revolving Fund Management MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

## Engineer's Certification
of Disbursement Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)

_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

_____
Signature of Professional Engineer

_____
Firm or Affiliation

_____ _____
(Date) (P.E. Number)

ATTACHMENT D

PROGRESS REPORT FORM

| | | | |
|---|---|---|---|
| DEP Agreement No.: | LP13203 | | |
| Grantee Name: | VILLAGE OF PALMETTO BAY | | |
| Grantee Address: | | | |
| Grantee's Grant Manager: | | Telephone No.: | |
| | | | |
| Reporting Period: | | | |
| Project Number and Title: | | | |

Provide the following information for all tasks and deliverables identified in the Project Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP13203 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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October 14, 2014

Angela Knecht, Program Administrator
State Revolving Fund Management
Florida Department of Environmental Protection
Bob Martinez Center
2600 Blairstone Road
Tallahassee, FL 32399-2400

Re: LP13203 – Palmetto Bay
Palmetto Bay Sub-Basin 10 Drainage Improvements

Dear Ms. Knecht:

Enclosed please find two (2) original signed copies of the proposed State Financial Assistance agreement between the Department of Environmental Protection and the Village of Palmetto Bay.

Please return a signed agreement upon execution by the Program Administrator and the DEP Grant Manager to Kristy Bada, Procurement Specialist for the Village of Palmetto Bay in the enclosed self-addressed envelope.

If you have any questions, please contact me at (305) 259-1234 or email kbada@palmettobay-fl.gov. Thank you for your immediate attention in reference to this matter.

Sincerely,

Kristy Bada
Procurement Specialist

Enclosure(s)

Cc: Ron E. Williams, Village Manager
Corrice E. Patterson, Public Works Director
Desmond Chin, Finance Director

VILLAGE OF PALMETTO BAY
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
Tel: (305) 259-1234 Fax: (305) 259-1290

12-11-14P03:01 CFMD

**VILLAGE OF PALMETTO BAY**
**INVITATION TO BID - 1415-11-010**
**SUB-BASIN 10 (SW 88TH AVENUE) PAVING & DRAINAGE IMPROVEMENTS**

| Proposer: | Total Price: |
|---|---|
| Maggolo, Inc. | 922,633.25 |
| Williams Paving Co., Inc. | 1,084,460.51 |
| Florida Engineering + Development Corp. | 1,171,516.33 |
| JVA Engineering Contractor, Inc. | 1,146,796.00 |
| Team Contracting, Inc. | 1,748,335.75 |
| Metro Express, Inc. | 1,148,318.50 |
| ACosta Tractors, Inc. | 984,547.52 |
| | |
| | |
| | |

Opening conducted and verified by:

Meighan J. Alexander
Village Clerk

Witnesses:

Kristy Bada
Print Name

Missel Arocha
Print Name

To: Honorable Mayor and Village Council

From: Edward Silva, Village Manager

Date: December 7, 2015

Re: US-1 Highway Median Landscape Bid Award (ITB No. 1415-11-05)

**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.**

**BACKGROUND AND ANALYSIS:**

The Village of Palmetto Bay was awarded a 2014 Florida Highway Beautification Council Grant in the amount of $485,000 from the Florida Department of Transportation. The scope of work included the removal of existing landscape and the installation of new landscape within the US-1 medians.

The remainder of the cost of this important beautification project will be funded through the special revenue "gas tax" funds. The Village was required to match this grant in the amount of $45,000.00.

The Procurement Division prepared an Invitation to Bid (ITB) to solicit proposals from landscape companies to remove and install two new landscaping medians on US-1/SR5 Highway. Plant Professionals, Inc., was selected as the most responsive, lowest bidder via Resolution No. 2015-99.

On November 5, 2015, staff met with the contractor. As a result of said meeting, the contractor returned with a reduced amount of $136,752.30, resulting in a cost savings of $15,309.90.

## FISCAL/BUDGETARY IMPACT:

Funding for this project has been appropriated, as follows:

| | |
|---|---|
| 2014 Florida Highway Beautification Council Grant: | $ 45,000.00 |
| Village Grant Match | $ 45,000.00 |
| Special Revenue "Gas Tax" in FY 2015-16: | $ 46,752.30 |
| Total Cost: | $136,752.30 |

## RECOMMENDATION

Administration is requesting an approval from the Village Council to go into a contract agreement with Plant Professionals, Inc.

**RESOLUTION NO. _____**

**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 _____ day of December, 2015.

Attest:

| | |
|---|---|
| _____ | _____ |
| Meighan J. Alexander | Eugene Flinn |
| Village Clerk | Mayor |

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

# RESOLUTION NO. 2015-99

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF PLANT PROFESSIONAL, INC. TO LANDSCAPE TWO (2) MEDIANS ON THE US 1 HIGHWAY (STATE ROAD 5); AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH SAID COMPANY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Palmetto Bay was previously awarded a grant from the Florida Department of Transportation for highway beautification and plantings; and,

**WHEREAS,** on June 23, 2015 the Village Council approved the landscape design for two (2) medians on the US 1 Highway, located at SW 160th Street to SW 168th Street and Wayne Avenue to SW 183rd Street; and,

**WHEREAS,** the Village of Palmetto Bay's Procurement Office prepared and issued Invitation to Bid (ITB) No. 1415-11-05 for the purpose of soliciting proposals from qualified landscape companies for landscape removal and installation on two (2) medians on US 1, in accordance with the approved landscape design; and,

**WHEREAS,** three responses were received, and Plant Professional, Inc. was the lowest, responsible bidder, with a total bid price of $152,062.20; and,

**WHEREAS,** the Village wishes to select Plant Professional, Inc. to provide landscape removal and installation services to beautify the US 1 medians formerly identified.

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

**Section 1.** The Village Council hereby approves the selection of Plant Professional, Inc. to provide landscape removal and installation services in response to ITB No. 1415-11-05.

**Section 2.** The Village Manager is authorized to negotiate a contract with said company in an amount not to exceed $152,062.20.

**Section 3.** This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 2nd day of November, 2015.

Attest: Meighan Alexander

Meighan Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

| | |
|---|---|
| Council Member Karyn Cunningham | YES |
| Council Member Tim Schaffer | YES |
| Council Member Larissa Siegel Lara | YES |
| Vice-Mayor John DuBois | YES |
| Mayor Eugene Flinn | YES |

# 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 160$^{TH}$ ST south to SW 183$^{RD}$ 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 160$^{th}$ Street and runs south to the intersection of SW 168$^{th}$ 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 183$^{rd}$ 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 preceding 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

Village of Palmetto Bay

ADDRESS
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

Edward Silva

Village Manager
Title

ATTEST

_____
Meighan J. Alexander
Village Clerk

APPROVED AS TO FORM BY

_____
Dexter W. Lehtinen
Village Attorney

(CORPORATE SEAL)
(CORPORATE SEAL)

CONTRACTOR

Plant Professionals, Inc.

ADDRESS
12027 SW 114th Place
Miami, FL 33176

BY _____

Print Name: _____

_____
Title

WITNESS

_____
Print Name

# 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
# U.S. 1 MEDIANS

## SW 160TH STREET TO SW 168TH STREET
## &
## WAYNE AVENUE TO SW 183RD STREET

MARCH, 2015


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


MAYOR
EUGENE FLINN

VICE-CHAIRMAN
JOHN DUBOIS

COUNCIL MEMBER DISTRICT 1
KARYN CUNNINGHAM

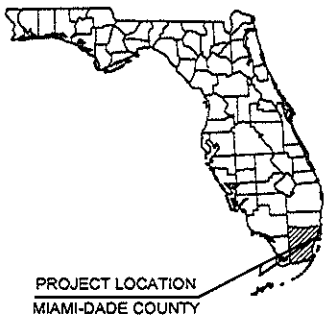
COUNCIL MEMBER DISTRICT 2
TIM SCHAFFER

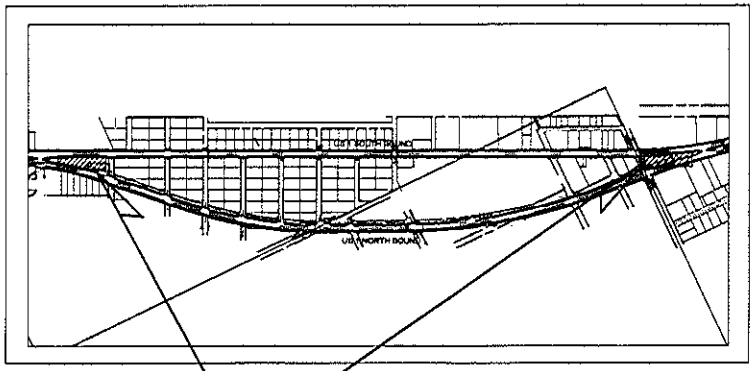
COUNCIL MEMBER DISTRICT 3
LARISSA SIEGEL LARA

INTERIM VILLAGE MANAGER
EDWARD SILVA


Kimley»Horn

LANDSCAPE ARCHITECT
GEORGE PUIG, PLA
KIMLEY-HORN AND ASSOCIATES, INC
1221 BRICKELL AVENUE, SUITE 400
MIAMI, FLORIDA 33131
(305) 672-2005
FAX (305) 536-7760


PROJECT LOCATION

VICINITY MAP
0 500 1000
SCALE 1" = 500'
NORTH

| Sheet List Table | |
|---|---|
| Sheet Number | Sheet Title |
| L000 | COVER SHEET |
| L001 | GENERAL NOTES |
| L100 | TREE SURVEY |
| L101 | TREE SURVEY |
| L102 | TREE DISPOSITION |
| L103 | TREE DISPOSITION |
| L200 | LANDSCAPE PLAN |
| L201 | LANDSCAPE PLAN |
| L250 | LANDSCAPE DETAILS |
| L300 | IRRIGATION PLAN |
| L301 | IRRIGATION PLAN |
| L350 | IRRIGATION DETAILS |
| L351 | IRRIGATION SPECIFICATIONS |
| L352 | IRRIGATION SPECIFICATIONS |

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

BID SET

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

***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.***

**NOT FOR CONSTRUCTION**

PRIOR TO CONSTRUCTION COMMENCEMENT, CONTRACTOR IS TO PERFORM SITE RECONNAISSANCE TO DETERMINE AND NOTIFY ENGINEER WHICH COMPONENTS OF THESE PLANS ARE EXISTING AND COMPLY WITH INTENDED DESIGN. ENGINEER WILL DETERMINE WHICH COMPONENTS SHALL BE UTILIZED AS PART OF THE PROPOSED DESIGN. CONTRACTOR WILL ADJUST HIS BID ACCORDINGLY.

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW
DIAL 811

Kimley»Horn
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| REVISIONS: | DATE | BY |
|---|---|---|
| | | |

LICENSED PROFESSIONAL
GEORGE PUIG, PLA
FLORIDA REG. LANDSCAPE ARCHITECT
LA#0001726

PCN PROJECT 011162018
APRIL 2015
SCALE AS SHOWN
DESIGNED BY ----
DRAWN BY AV
CHECKED BY PM/GP

COVER SHEET

US 1 MEDIANS
PREPARED FOR
VILLAGE OF PALMETTO BAY
FLORIDA

SHEET NUMBER
L000

Landscape

## GENERAL NOTES:

1. ALL WORK SHALL BE CONFINED TO THE U.S.1 RIGHT OF WAY

2. CONTRACTOR SHALL COORDINATE AND BE IN COMPLIANCE WITH ALL STATE AND LOCAL CODES AS WARRANTED.

3. ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND SPECIFICATIONS AND EXISTING SITE CONDITIONS OR ANY INCONSISTENCIES OR AMBIGUITIES IN DRAWINGS OR SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT, IN WRITING, WHO SHALL PROMPTLY ADDRESS SUCH INCONSISTENCIES OR AMBIGUITIES. WORK DONE BY THE CONTRACTOR AFTER HIS DISCOVERY OF SUCH DISCREPANCIES, INCONSISTENCIES, OR AMBIGUITIES SHALL BE PERFORMED AT THE CONTRACTOR'S RISK.

4. DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR CONSENT OF THE OWNER OR THE LANDSCAPE ARCHITECT MAY BE CAUSE FOR THE WORK TO BE DESIGNATED UNACCEPTABLE.

5. THE CONTRACTOR ACKNOWLEDGES & AGREES THAT THE WORK IS ENTIRELY AT HIS RISK UNTIL SITE IS ACCEPTED, AND HE WILL BE HELD RESPONSIBLE FOR ITS SAFETY BY THE OWNER.

6. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DAMAGE OR LOSS OF ANY REFERENCE POINTS AND HUBS DURING THE CONSTRUCTION OF HIS WORK, AND SHALL BEAR THE COST OF REPLACING SAME.

7. THE CONTRACTOR IS RESPONSIBLE FOR HORIZONTALLY AND VERTICALLY LOCATING AND PROTECTING ALL PUBLIC AND PRIVATE UTILITIES WHICH LIE IN OR ADJACENT TO THE CONSTRUCTION SITE AT LEAST 48 HOURS PRIOR TO ANY DEMOLITION, GRADING, OR CONSTRUCTION ACTIVITY (CALL SUNSHINE 013/CALL - 811).

8. THE CONTRACTOR SHALL REPAIR, AT HIS OWN EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.

9. ANY FOREIGN ITEM FOUND DURING CONSTRUCTION IS THE PROPERTY OF THE OWNER. THIS INCLUDES, BUT IS NOT LIMITED TO, PRECIOUS METALS, COINS, PAPER CURRENCY, ARTIFACTS AND ANTIQUITIES.

10. ALL SURPLUS EXCAVATION SHALL BE HAULED BY THE PERMITTEE, AT THEIR COST AND EXPENSE, FROM THE SITE TO THE MIAMI DADE OPERATIONS CENTER OR STOCKPILED IN AREAS AS DIRECTED BY FDOT.

11. CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND/OR OBTAINING ALL REQUIRED PERMITS AND APPROVALS PRIOR TO COMMENCING CONSTRUCTION. FDOT LANDSCAPE PERMIT WILL BE PROVIDED BY THE VILLAGE OF PALMETTO BAY.

12. CONTRACTOR IS TO MAINTAIN CONTROLLED PEDESTRIAN AND ADA ACCESS THROUGH ALL AREAS OF THE SITE THROUGHOUT CONSTRUCTION PERIOD

13. MAINTAIN THE SITE IN A NEAT AND ORDERLY CONDITION AT ALL TIMES. DAILY, AND MORE OFTEN IF NECESSARY, INSPECT & AND PICK UP ALL SCRAP, DEBRIS, & WASTE MATERIAL.

14. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ALL MUD, DIRT, GRAVEL AND OTHER MATERIALS TRACKED ONTO ANY PRIVATE OR PUBLIC STREETS OR SIDEWALKS. THE CONTRACTOR MUST CLEAN THESE DAILY, IF NECESSARY. THE CONTRACTOR MUST USE WATER OR OTHER ACCEPTABLE METHODS TO KEEP AIRBORNE DUST TO A REQUIRED MINIMUM.

15. PROVIDE PROTECTION TO ALL FINISHED WORK. MAINTAIN SURFACES CLEAN, UNSCARRED, AND SUITABLY PROTECTED UNTIL ACCEPTANCE BY OWNER.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITY TO EXISTING ELEMENTS THAT ARE TO REMAIN.

## MAINTENANCE OF TRAFFIC NOTES:

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE VILLAGE OF PALMETTO BAY CODE OF ORDINANCES AS PERTAINS TO MAINTENANCE OF TRAFFIC, THE CURRENT EDITIONS OF THE FLORIDA DOT DESIGN STANDARDS (600 SERIES), THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AS MINIMUM CRITERIA

2. THE CONTRACTOR SHALL DEVELOP MAINTENANCE OF TRAFFIC PLAN OF HIS OWN, MEETING THE REQUIREMENTS SPECIFIED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION AND THE FDOT INDEX 600 SERIES. PER THE CONDITIONS OF THE FDOT LANDSCAPE NON PERMIT, INDEX 600, INDEX 603, AND INDEX 616 ARE TO BE ADHERED TO FOR THIS PROJECT.

3. THE CONTRACTOR SHALL IMMEDIATELY REPAIR ALL POTHOLES THAT DEVELOP WITHIN THE PROJECT LIMITS AND SHALL MAINTAIN A SUPPLY OF COLD MIX ON THE PROJECT SITE TO EXPEDITE THOSE REPAIRS. COST OF REPAIR TO BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

4. NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED IN ADVANCE OF CLOSURE OR DETOUR BY COORDINATING WITH THE VILLAGE OF PALMETTO BAY AND FDOT, PER THE CONDITIONS OF THE NOTES LISTED AT THE RIGHT.

5. THE CONTRACTOR SHALL NOTIFY LAW ENFORCEMENT AND FIRE PROTECTION SERVICES TWENTY-FOUR (24) HOURS IN ADVANCE OF A DETOUR IN ACCORDANCE WITH SECTION 336.07 OF THE FLORIDA STATUTES.

6. AT THE DISCRETION OF THE VILLAGE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH TIME THAT THE TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.

7. THE TRAFFIC AND TRAVEL MATS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.

8. LANE CLOSURE SHALL OCCUR ONLY DURING NON-PEAK HOURS ON NON-EVENT DATES/NIGHTS. NO INTERRUPTION TO TRAFFIC IS PERMITTED FROM MONDAY-FRIDAY 7-9 A.M. AND 4-6 P.M. OR ON WEEKENDS AND HOLIDAYS.

9. REGULATORY SPEED ESTABLISHED WITHIN THE WORK ZONE TRAVEL MATS SHALL BE AS ESTABLISHED BY INDEX 600. REDUCED SPEED SIGNS SHALL BE INSTALLED ON SEPARATE POSTS FROM REGULARTORY SPEED SIGNS IN ACCORDANCE WITH THE STANDARD INDEXES.

10. CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTY DURING ALL PHASES OF CONSTRUCTION. LOCAL RESIDENTS WITHIN THE AREA OF CONSTRUCTION SHALL BE GIVEN ACCESS TO THEIR PROPERTY DURING ALL PHASES OF CONSTRUCTION. LOCAL RESIDENTS INCLUDE ALL COMMERCIAL ESTABLISHMENTS AND BUSINESSES.

11. SIGNS ARE TO BE LOCATED BEFORE EACH BUSINESS OR SHOPPING PLAZA ENTRANCE WHERE CONSTRUCTION NEGATIVELY IMPACTS THE ACCESS TO THE BUSINESS OR SHOPPING PLAZA OR AS DIRECTED BY THE ENGINEER. TWO SIGNS WILL TYPICALLY BE REQUIRED AT EACH ENTRANCE. SIGNS ARE TO BE DISPLAYED AS DESCRIBED IN INDEX 600 OF THE ROADWAY AND TRAFFIC DESIGN STANDARDS.

12. AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL COVER WORK ZONE SIGNS WHEN CONDITIONS NO LONGER WARRANT THEIR USE. COST OF COVERING AND UNCOVERING THE SIGNS SHALL BE INCLUDED IN THE BASE BID.

13. CONTRACTOR SHALL REMOVE, RELOCATE, OR COVER ANY EXISTING OR PROPOSED SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, THE CONTRACTOR SHALL RESTORE THE SIGNS TO THEIR ORIGINAL POSITION. COST OF TEMPORARILY REMOVING, RELOCATING, COVERING, AND RESTORING THE SIGNS SHALL BE INCLUDED IN THE BASE BID.

14. EACH EXISTING STREET NAME AND TRAFFIC SIGN AFFECTED BY CONSTRUCTION SHALL BE RELOCATED AND MAINTAINED IN AN APPROPRIATE LOCATION FOR THE DURATION OF THE PROJECT. WHEN NO LONGER AFFECTED BY CONSTRUCTION, THESE SIGNS SHALL BE RESTORED IN THEIR ORIGINAL POSITION. COST OF TEMPORARILY RELOCATING AND RESTORING THE SIGNS SHALL BE INCLUDED IN THE BASE BID.

15. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORM WATER FROM ROADWAYS UTILIZED FOR MAINTAINING TRAFFIC IN A MANNER APPROVED BY THE ENGINEER. COST FOR REMOVING THE WATER SHALL BE INCLUDED IN THE BASE BID.

16. FOR DROP-OFF, THE CONTRACTOR'S ATTENTION IS DIRECTED TO FDOT STANDARD INDEX NO. 600, SHEET 16. THE CONTRACTOR SHALL USE SHOULDER TREATMENT DETAIL WHEN NO BARRIERS ARE REQUIRED IN THE PLANS.

17. TRAFFIC SHALL BE MAINTAINED ON A PAVED, DUST-FREE SURFACE AT ALL TIMES.

18. ALL LANES OPEN TO TRAFFIC SHALL BE A MINIMUM OF 12' IN WIDTH.

19. PEDESTRIAN, BICYCLE, AND WHEELCHAIR TRAFFIC SHALL BE MAINTAINED AND GUIDED USING APPROVED WARNING LIGHTS, SIGNAL, AND DELINEATION DEVICES ON AT LEAST ONE SIDE OF THE PROJECT AT ALL TIMES THROUGHOUT THE PROJECT LIMITS. THE TRAVEL PATH SHALL BE A MINIMUM OF A 1FT. WIDE WITH A SMOOTH SURFACE THAT IS NOT SLICK AND IT SHOULD BE RAMPED AS NECESSARY FOR CONTINUITY. COST SHALL BE INCLUDED IN THE PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

20. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE EROSION CONTROL MEASURES TO PREVENT SLOG OF PROPOSED DRAINAGE STRUCTURES AND SEDIMENT WITHDRAWN ON MATERIALS DURING CONSTRUCTION. THESE MEASURES SHALL BE APPROVED BY THE VILLAGE ENGINEER AND CONFORM WITH CURRENT EDITION OF THE FDOT DESIGN STANDARDS FOR EROSION CONTROL (100 SERIES).

21. CONTRACTOR MUST MAINTAIN DRAINAGE AT ALL TIMES. THE EXISTING DRAINAGE SYSTEM SHALL BE KEPT OPERATIONAL OR TEMPORARY DRAINAGE PROVIDED WHILE THE PROPOSED DRAINAGE SYSTEM IS BEING CONSTRUCTED. THE CONTRACTOR SHALL PROVIDE THE NECESSARY TEMPORARY DRAINAGE AS APPROVED BY THE ENGINEER. ALL COSTS SHALL BE INCLUDED IN THE BASE BID.

22. THE CONTRACTOR SHALL FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AS DIRECTED BY THE CITY ENGINEER. MESSAGES FOR THE PCMS SHALL BE AS DIRECTED BY THE VILLAGE ENGINEER. THE PCMS SHALL BE IN PLACE ONE WEEK BEFORE THE START OF ANY WORK ITEMS AFFECTING THE EXISTING VEHICULAR AND PEDESTRIAN TRAFFIC. PCMS INSTALLATION, OPERATION, AND REMOVAL TO BE INCLUDED IN THE BASE BID.

23. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING BUSINESSES AT LEAST 20 WORKING DAYS PRIOR TO COMMENCING ANY WORK ON THE ROAD IN THE VICINITY OF THE BUSINESS OR ANY ROAD THAT IS USED TO ACCESS THE BUSINESS.

## DEMOLITION NOTES:

1. ALL WORK SHALL BE CONFINED TO LIMITS OF CONSTRUCTION AS SHOWN ON PLANS.

2. ALL AREAS OUTSIDE THE LIMITS OF CONSTRUCTION LINE OR TREE PROTECTION FENCE SHALL NOT BE CROSSED BY HEAVY EQUIPMENT OR USED FOR STORING ANY EQUIPMENT OR MATERIALS.

3. ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND SPECIFICATIONS AND EXISTING SITE CONDITIONS OR ANY INCONSISTENCIES OR AMBIGUITIES IN DRAWINGS OR SPECIFICATIONS SHALL BE IMMEDIATELY REPORTED TO THE OWNER'S REPRESENTATIVE, IN WRITING, WHO SHALL PROMPTLY ADDRESS SUCH INCONSISTENCIES OR AMBIGUITIES. WORK DONE BY THE CONTRACTOR AFTER HIS DISCOVERY OF SUCH DISCREPANCIES, INCONSISTENCIES, OR AMBIGUITIES SHALL BE PERFORMED AT THE CONTRACTOR'S RISK.

4. DEVIATION FROM THESE PLANS AND NOTES WITHOUT THE PRIOR CONSENT OF THE OWNER, WHO HER REPRESENTATIVE, OR THE LANDSCAPE ARCHITECT MAY BE CAUSE FOR THE WORK TO BE DESIGNATED UNACCEPTABLE.

5. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE OWNER AND LANDSCAPE ARCHITECT ANY UNFORESEEN OR ADVERSE CONDITIONS DISCOVERED DURING DEMOLITION OPERATIONS.

6. ALL VOIDS CREATED BY THE REMOVAL OF EXOTIC PLANT REMOVAL OPERATIONS SHALL BE BACKFILLED WITH MULCH. REPLACEMENT PLANTINGS ARE SHOWN ON THE PLANTING PLANS.

7. CONTRACTOR SHALL COORDINATE MATERIALS STORAGE AT THE PRECONSTRUCTION MEETING.

8. ALL DEMOLITION DEBRIS, REFUSE, AND OTHER EXCESS MATERIAL SHALL BE HAULED OFF-SITE AS DIRECTED BY THE OWNER AND PROPERLY DISPOSED OF IN A LEGAL MANNER. THE CONTRACTOR SHALL COORDINATE AND BE RESPONSIBLE FOR THE STAGING AND REMOVAL OF ALL DEMOLITION ITEMS.

9. ALL EROSION CONTROL SEDIMENT BARRIERS, SILT FENCES, AND TREE PROTECTION DEVICES SHALL BE INSTALLED PRIOR TO STARTING CLEARING AND GRUBBING OPERATIONS.

10. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE ALL MUD, DIRT, GRAVEL AND OTHER MATERIALS TRACKED ONTO ANY PUBLIC FACILITY OR ROADWAY ACCESSED FOR OPERATIONS DESCRIBED WITHIN THIS CONTRACT. THE CONTRACTOR MUST CLEAN THESE DAILY, IF NECESSARY.

11. EVERY EFFORT SHALL BE MADE BY THE CONTRACTOR TO PROTECT EXISTING TREES TO REMAIN. THIS EFFORT SHALL INCLUDE, BUT IS NOT LIMITED TO INSTALLING TREE PROTECTION FENCING (PER PLANS) AROUND TREES WITHIN THE AREAS OF CONSTRUCTION ACTIVITY AND ALSO REFRAINING FROM PARKING ANY VEHICLES OR EQUIPMENT WITHIN THE DRIPLINE OF TREES.

12. ALL INVASIVE SPECIES, AS LISTED IN THE FLORIDA NOXIOUS WEED LIST, REGULATED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES (DACS), SHALL BE REMOVED FROM THE PROJECT SITE, AS DESIGNATED ON THIS PLAN. ALL NOXIOUS PLANTS SHALL BE CUT TO THE GROUND AND TREATED WITH APPROVED HERBICIDE.

13. CONTRACTOR IS RESPONSIBLE FOR VERIFYING AND/OR OBTAINING ALL REQUIRED PERMITS AND APPROVALS PRIOR TO COMMENCING CONSTRUCTION.

14. CONTRACTOR SHALL TAG TREES AND PLANTS TO REMAIN AS DESCRIBED IN THIS PLAN. TAGGED PLANTS SHALL BE FIELD-INSPECTED FOR APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WITH EXOTIC REMOVAL OPERATIONS.

## FDOT LANDSCAPE PERMIT CONDITIONS:

1. THE CONTRACTOR SHALL COORDINATE WITH THE VILLAGE OF PALMETTO BAY TO OBTAIN A COPY OF THE FDOT LANDSCAPE PERMIT AND COMPLY WITH ITS CONDITIONS.

2. DURING CONSTRUCTION OF LANDSCAPE PROJECT, ALL SAFETY REGULATIONS OF THE DEPARTMENT SHALL BE OBSERVED AND THE HOLDER MUST TAKE MEASURES, INCLUDING PLACING AND DISPLAYING OF SAFETY DEVICES, THAT MAY BE NECESSARY IN ORDER TO SAFELY CONDUCT THE PUBLIC THROUGH THE PROJECT AREA IN ACCORDANCE WITH APPROVED PLANS AS REQUIRED IN RULE 14-40.005(3)(*)7), FLORIDA ADMINISTRATIVE CODE.

3. CONTRACTOR SHALL CONTACT LOCAL MEDIA ONE WEEK PRIOR TO ANY LANE CLOSURES ON US1 IF IT WILL OCCUR DURING PEAK HOURS OR OVER THE SPAN OF MORE THAN ONE DAY. CONTACT FDOT PUBLIC INFORMATION OFFICE AT (305)-470-5344 FOR GUIDANCE ON WHO TO CONACT. PROVIDE A COPY OF THE PRESS RELEASE TO:
FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC INFORMATION OFFICE
1000 N.W. 111TH AVENUE
MIAMI, FL 33172

4. ALL MATERIALS AND CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL CONFORM TO THE FDOT ROADWAYS AND TRAFFIC DESIGN STANDARDS (2015 EDITION), STANDARD SPECIFICATIONS (2015 EDITION) AND THE SUPPLEMENTS THERETO.

5. THE APPLICANT'S ENGINEER RESPONSIBLE FOR CONSTRUCTION INSPECTION SHALL INSURE THAT THE MAINTENANCE OF TRAFFIC PLAN (MOT) FOR THE PROJECT IS IN ACCORDANCE WITH THE APPLICABLE FDOT INDEX NUMBERS (600 SERIES) AND THESE DOCUMENTS. THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (US DEPARTMENT OF TRANSPORTATION, FHWA).

6. AT THE END OF EACH WORK PERIOD, ANY DROP-OFF IN THE AREA ADJACENT TO THE TRAVEL WAY OF THE STATE ROAD SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD INDEX 600 OR SHALL BE OTHERWISE PROTECTED WITH TEMPORARY BARRIER WALL AT THE CONTRACTOR'S EXPENSE.

7. IF THE PERMITTED WORK IS ON A ROADWAY THAT HAS BEEN SELECTED AS A HURRICANE OR DISASTER EVACUATION ROUTE, THE APPLICANT, AT THE PRE-CONSTRUCTION CONFERENCE IS REQUIRED TO PRESENT, AS A PART OF THE WORK PLAN, AN EMERGENCY FUNCTIONAL RESTORATION PLAN TO ADDRESS EVENTUALITIES SUCH AS HURRICANES.

8. THE CONTRACTOR MUST CALL THE APPROPRIATE COUNTY TRAFFIC ENGINEERING DIVISION, HAVING JURISDICTION OF THE PROJECT, AT LEAST 48 HOURS BEFORE ANY EXCAVATION WITHIN THE FDOT RIGHT-OF-WAY TO DETERMINE THE LOCATION OF THE EXISTING TRAFFIC SIGNAL INTERCONNECT CABLE.

9. THE LOCATION OF EXISTING UTILITIES SHOWN IS APPROXIMATE ONLY. THE CONTRACTOR SHALL DETERMINE EXACT LOCATION DURING CONSTRUCTION. RELOCATION OF UTILITIES SHALL BE COORDINATED WITH UTILITY COMPANIES AFTER IDENTIFICATION OF CONFLICT BY THE CONTRACTOR. CONTRACTOR WILL NOTIFY ENGINEER IN ADVANCE BEFORE ANY RELOCATION.

10. BEFORE PERMIT APPROVAL AND CONSTRUCTION OF THIS PROJECT, THE APPLICANT MUST CONTACT THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE OFFICE TO SCHEDULE A PRE-CONSTRUCTION MEETING. THE TELEPHONE NUMBER IS (305)470-5100 OR (800)435-2368.

11. THE APPLICANT, AT THE EARLIEST CONVENIENT TIME, SHALL NOTIFY IN WRITING ALL RIGHT-OF-WAY USERS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.

12. ALL MOT LANE CLOSURE SIGNS SHALL BE COVERED WHEN LANES ARE NOT CLOSED. NO LANES ARE TO BE CLOSED EXCEPT AT TIMES PRESCRIBED BY THE DEPARTMENT.

13. SODDING SHALL BE IN ACCORDANCE WITH SECTION 575.

14. PLANTINGS SHALL BE INSTALLED PER FDOT STANDARD SPECIFICATIONS 570

15. PLANTINGS SHALL BE INSTALLED PER FDOT STANDARD INDEX 544 DETAILS

CALL 2 WORKING DAYS BEFORE YOU DIG
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**NOT FOR CONSTRUCTION**

| REVISIONS | DATE | BY |
|---|---|---|
| | | |


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LICENSED PROFESSIONAL
GEORGE P. RIX
FLORIDA LICENSE NUMBER
LA#0001706

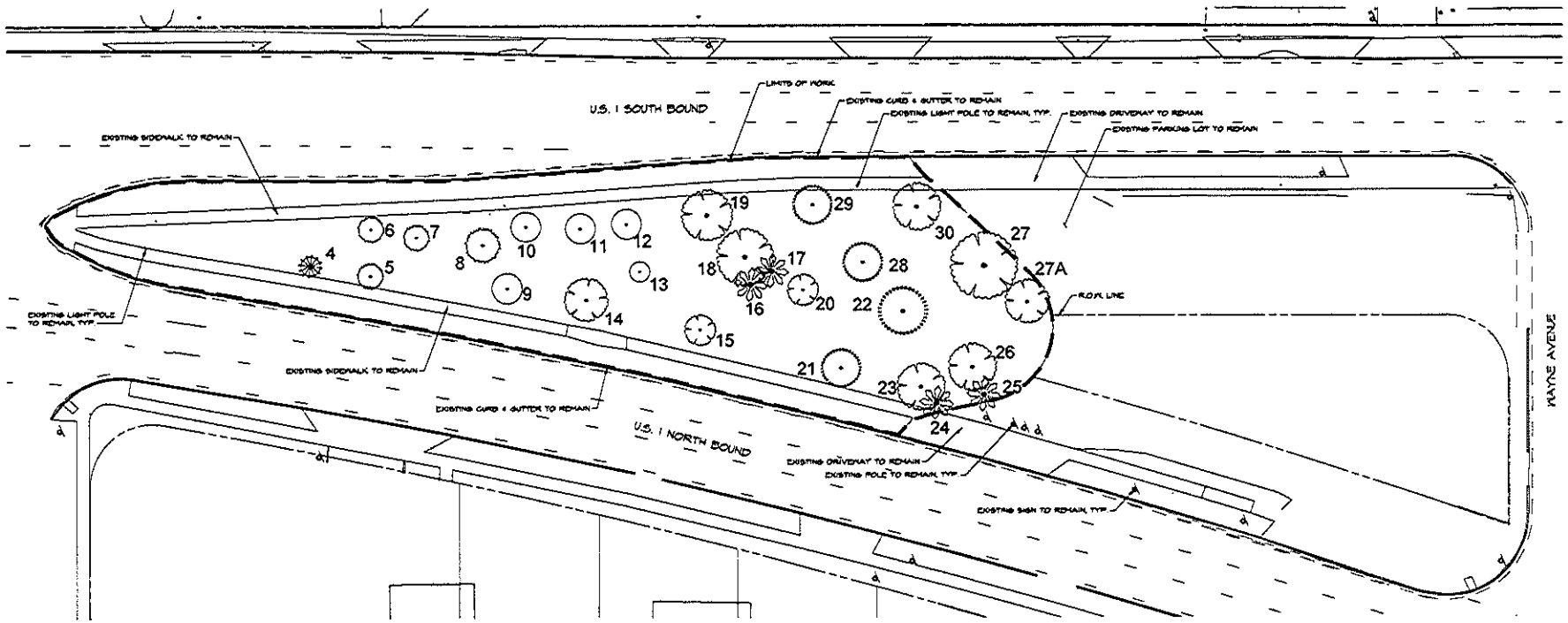
| | |
|---|---|
| KHA PROJECT 016155016 | |
| DATE | APRIL 2015 |
| SCALE | AS SHOWN |
| DESIGNED BY | ---- |
| DRAWN BY | AV |
| CHECKED BY | PR/GP |
| DATE | ---- |

# GENERAL NOTES

US 1 MEDIANS
PREPARED FOR
VILLAGE OF PALMETTO BAY
FLORIDA

VILLAGE OF PALMETTO BAY

SHEET NUMBER
L001




| No | Botanical Name | Common Name | DBH ( in inches) | HT (IN FT) | SPR (IN FT) | Condition |
|---|---|---|---|---|---|---|
| 4 | Hyophorbe verschaffeltii | Spindle Palm | 5 | 8 | 5 | Poor |
| 5 | Tabebuia heterophylla | Pink Tabebuia | 7 | 18 | 9 | Poor |
| 6 | Tabebuia heterophylla | Pink Tabebuia | 8 | 20 | 9 | Poor |
| 7 | Tabebuia heterophylla | Pink Tabebuia | 8 | 20 | 9 | Poor |
| 8 | Tabebuia heterophylla | Pink Tabebuia | 8 | 20 | 15 | Poor |
| 9 | Bursera simaruba | Gumbo Limbo | 4 | 10 | 8 | Good |
| 10 | Bursera simaruba | Gumbo Limbo | 4 | 10 | 8 | Poor |
| 11 | Bursera simaruba | Gumbo Limbo | 4 | 10 | 8 | Poor |
| 12 | Bursera simaruba | Gumbo Limbo | 4 | 10 | 8 | Poor |
| 13 | Bursera simaruba | Gumbo Limbo | 4 | 8 | 6 | Poor |
| 14 | Quercus virginiana | Live Oak | 6 | 20 | 15 | Good |
| 15 | Quercus virginiana | Live Oak | 5 | 17 | 12 | Good |
| 16 | Sabal palmetto | Sabal Palm | 6 | 9 | 9 | Good |
| 17 | Sabal palmetto | Sabal Palm | 6 | 9 | 9 | Good |
| 18 | Quercus virginiana | Live Oak | 9 | 25 | 22 | Good |
| 19 | Quercus virginiana | Live Oak | 15 | 30 | 18 | Good |
| 20 | Quercus virginiana | Live Oak | 4 | 14 | 8 | Poor |
| 21 | Cassia fistula | Golden Shower Tree | 9 | 20 | 17 | Good |
| 22 | Cassia fistula | Golden Shower Tree | 10 | 20 | 20 | Good |
| 23 | Quercus virginiana | Live Oak | 11 | 20 | 20 | Good |
| 24 | Sabal palmetto | Sabal Palm | 6 | 7 | 7 | Good |
| 25 | Sabal palmetto | Sabal Palm | 7 | 9 | 8 | Good |
| 26 | Quercus virginiana | Live Oak | 7 | 17 | 18 | Good |
| 27 | Quercus virginiana | Live Oak | 6 | 15 | 18 | Good |
| 27A | Quercus virginiana | Live Oak | 6 | 14 | 15 | Good |
| 28 | Cassia fistula | Golden Shower Tree | 7 | 15 | 15 | Good |
| 29 | Cassia fistula | Golden Shower Tree | 7 | 20 | 17 | Good |
| 30 | Quercus virginiana | Live Oak | 6 | 18 | 16 | Good |

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

CALL 2 WORKING DAYS BEFORE YOU DIG
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**NOT FOR CONSTRUCTION**

REVISIONS

| NO | DATE |
|---|---|
| | |

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CERTIFIED PROFESSIONAL
GEORGE PAUL PLATT
FLORIDA LICENSE NUMBER
LA #0001166
DATE ----

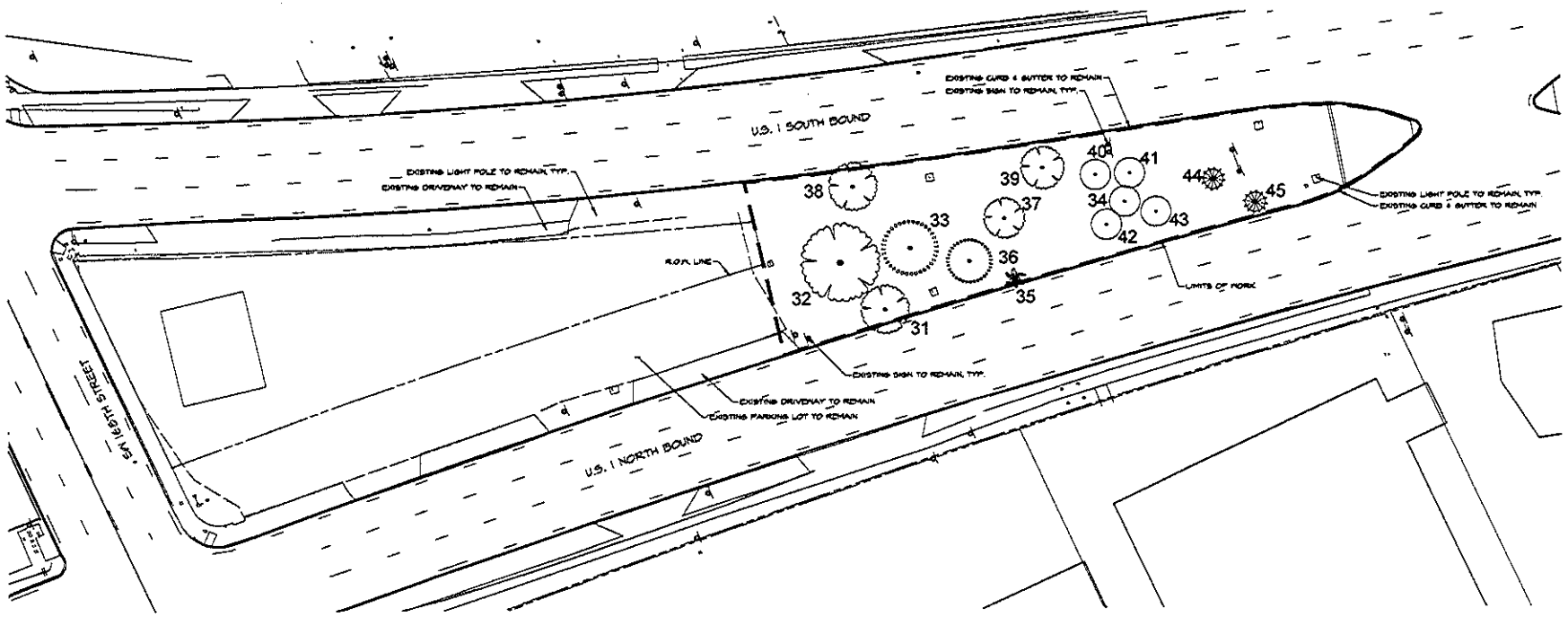
KHA PROJECT 014692016
DATE APRIL 2015
SCALE AS SHOWN
DESIGNED BY ----
DRAWN BY AF
CHECKED BY PM/GP

TREE SURVEY

US 1 MEDIANS
PREPARED FOR
VILLAGE OF PALMETTO BAY
FLORIDA

VILLAGE OF PALMETTO BAY

SHEET NUMBER
L100




| US 1 Medians - Palmetto Bay Tree Inventory Phase 1A | | | | | | |
|---|---|---|---|---|---|---|
| No. | Botanical Name | Common Name | DBH ( in inches) | HT (IN FT) | SPR (IN FT) | Condition |
| 31 | Quercus virginiana | Live Oak | 10 | 20 | 20 | Poor |
| 32 | Quercus virginiana | Live Oak | 12 | 25 | 30 | Good |
| 33 | Cassia fistula | Golden Shower Tree | 10 | 18 | 20 | Good |
| 34 | Bursera simaruba | Gumbo Limbo | 3 | 7 | 6 | Poor |
| 35 | Washingtonia robusta | Washington Palm | 4 | 6 | 5 | Poor |
| 36 | Cassia fistula | Golden Shower Tree | 10 | 15 | 18 | Good |
| 37 | Quercus virginiana | Live Oak | 14 | 22 | 14 | Good |
| 38 | Quercus virginiana | Live Oak | 8 | 20 | 18 | Poor |
| 39 | Quercus virginiana | Live Oak | 8 | 18 | 18 | Good |
| 40 | Bursera simaruba | Gumbo Limbo | 3 | 8 | 6 | Poor |
| 41 | Bursera simaruba | Gumbo Limbo | 3 | 10 | 6 | Poor |
| 42 | Bursera simaruba | Gumbo Limbo | 3 | 8 | 6 | Poor |
| 43 | Bursera simaruba | Gumbo Limbo | 3 | 7 | 6 | Poor |
| 44 | Hyophorbe verschaffeltii | Spindle Palm | 6 | 10 | 5 | Poor |
| 45 | Hyophorbe verschaffeltii | Spindle Palm | 6 | 9 | 5 | Poor |

NOT FOR CONSTRUCTION

GRAPHIC SCALE IN FEET
0 10 20 40

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WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
DOUGLAS PUIG, PLA
FLORIDA LICENSE NUMBER
LA #0001706
DATE

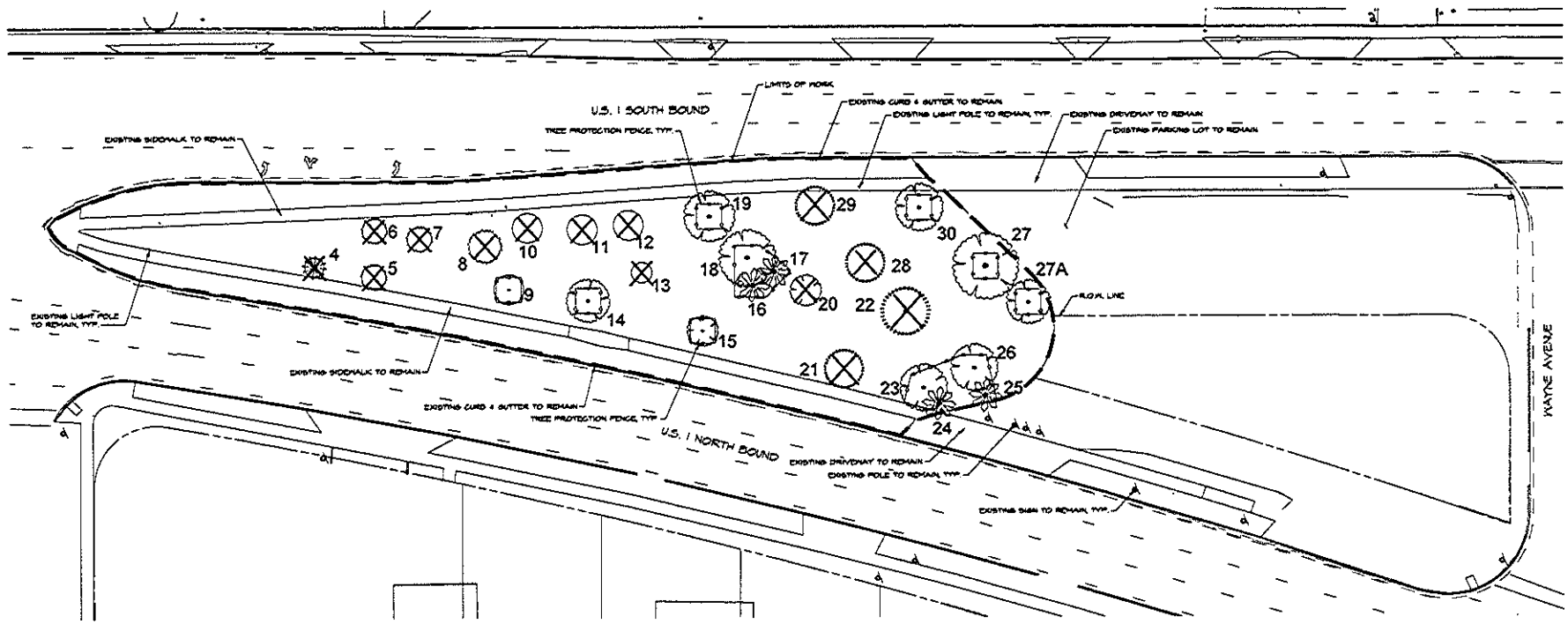
KHA PROJECT 011152016
DATE APRIL 2015
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY AY
CHECKED BY PP/KP

# TREE SURVEY

US 1 MEDIANS
PREPARED FOR
VILLAGE OF PALMETTO BAY
FLORIDA

VILLAGE OF PALMETTO BAY

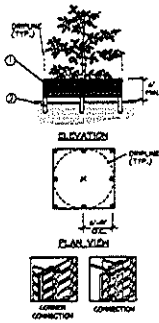
SHEET NUMBER
L101




| US 1 Medians - Palmetto Bay Tree Inventory | | | | | | | |
|---|---|---|---|---|---|---|---|
| No | Botanical Name | Common Name | DBH (in inches) | HT (IN FT) | SPR (IN FT) | Condition | Disposition |
| 4 | *Hyophorbe verschaffeltii* | Spindle Palm | 5 | 8 | 5 | Poor | Remove |
| 5 | *Tabebuia heterophylla* | Pink Tabebuia | 7 | 18 | 9 | Poor | Remove |
| 6 | *Tabebuia heterophylla* | Pink Tabebuia | 6 | 20 | 9 | Poor | Remove |
| 7 | *Tabebuia heterophylla* | Pink Tabebuia | 8 | 20 | 9 | Poor | Remove |
| 8 | *Tabebuia heterophylla* | Pink Tabebuia | 8 | 20 | 15 | Poor | Remove |
| 9 | *Bursera simaruba* | Gumbo Limbo | 4 | 10 | 8 | Good | Remain |
| 10 | *Bursera simaruba* | Gumbo Limbo | 4 | 10 | 8 | Poor | Remove |
| 11 | *Bursera simaruba* | Gumbo Limbo | 4 | 10 | 8 | Poor | Remove |
| 12 | *Bursera simaruba* | Gumbo Limbo | 4 | 10 | 8 | Poor | Remove |
| 13 | *Bursera simaruba* | Gumbo Limbo | 4 | 8 | 4 | Poor | Remove |
| 14 | *Quercus virginiana* | Live Oak | 6 | 20 | 15 | Good | Remain |
| 15 | *Quercus virginiana* | Live Oak | 5 | 17 | 12 | Good | Remain |
| 16 | *Sabal palmetto* | Sabal Palm | 6 | 8 | 9 | Good | Remove |
| 17 | *Sabal palmetto* | Sabal Palm | 6 | 8 | 9 | Good | Remove |
| 18 | *Quercus virginiana* | Live Oak | 9 | 25 | 22 | Good | Remain |
| 19 | *Quercus virginiana* | Live Oak | 15 | 30 | 18 | Good | Remain |
| 20 | *Quercus virginiana* | Live Oak | 4 | 14 | 8 | Poor | Remove |
| 21 | *Cassia fistula* | Golden Shower Tree | 9 | 20 | 17 | Good | Remove |
| 22 | *Cassia fistula* | Golden Shower Tree | 10 | 20 | 20 | Good | Remove |
| 23 | *Quercus virginiana* | Live Oak | 11 | 20 | 20 | Good | Remain |
| 24 | *Sabal palmetto* | Sabal Palm | 4 | 7 | 7 | Good | Remain |
| 25 | *Sabal palmetto* | Sabal Palm | 3 | 5 | 4 | Good | Remain |
| 26 | *Quercus virginiana* | Live Oak | 7 | 17 | 18 | Good | Remain |
| 27 | *Quercus virginiana* | Live Oak | 6 | 15 | 18 | Good | Remain |
| 27A | *Quercus virginiana* | Live Oak | 6 | 15 | 14 | Good | Remain |
| 28 | *Cassia fistula* | Golden Shower Tree | 7 | 15 | 15 | Good | Remove |
| 29 | *Cassia fistula* | Golden Shower Tree | 7 | 20 | 12 | Good | Remove |
| 30 | *Quercus virginiana* | Live Oak | 6 | 14 | 18 | Good | Remain |

KEY

| | |
|---|---|
| X | REMOVE |
| | TREE PROTECTION FENCE, EXISTING TREE TO REMAIN |




Tree/Shrub Protector
Barrier Detail
NTS

1. 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY COMMED PLASTICS OF OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 8' TALL METAL "T" POSTS OR 3" x 3" X 8' PRESSURE TREATED WOOD POSTS WITH 24" DURAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TYPE FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS WOO POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1M OF THE HEIGHT OF THE POST. FOR SHAPELY, A 8' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (TYP.) TO 8' (MAX.)

D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM COMMED PLASTICS). WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE WIRE MAY DAMAGE FENCE OVER TIME.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

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| REVISIONS | | BY |
|---|---|---|
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PHONE: 305-673-2025 WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
GEORGE FOX, PLA
FLORIDA LICENSE NUMBER LA#0001108
DATE

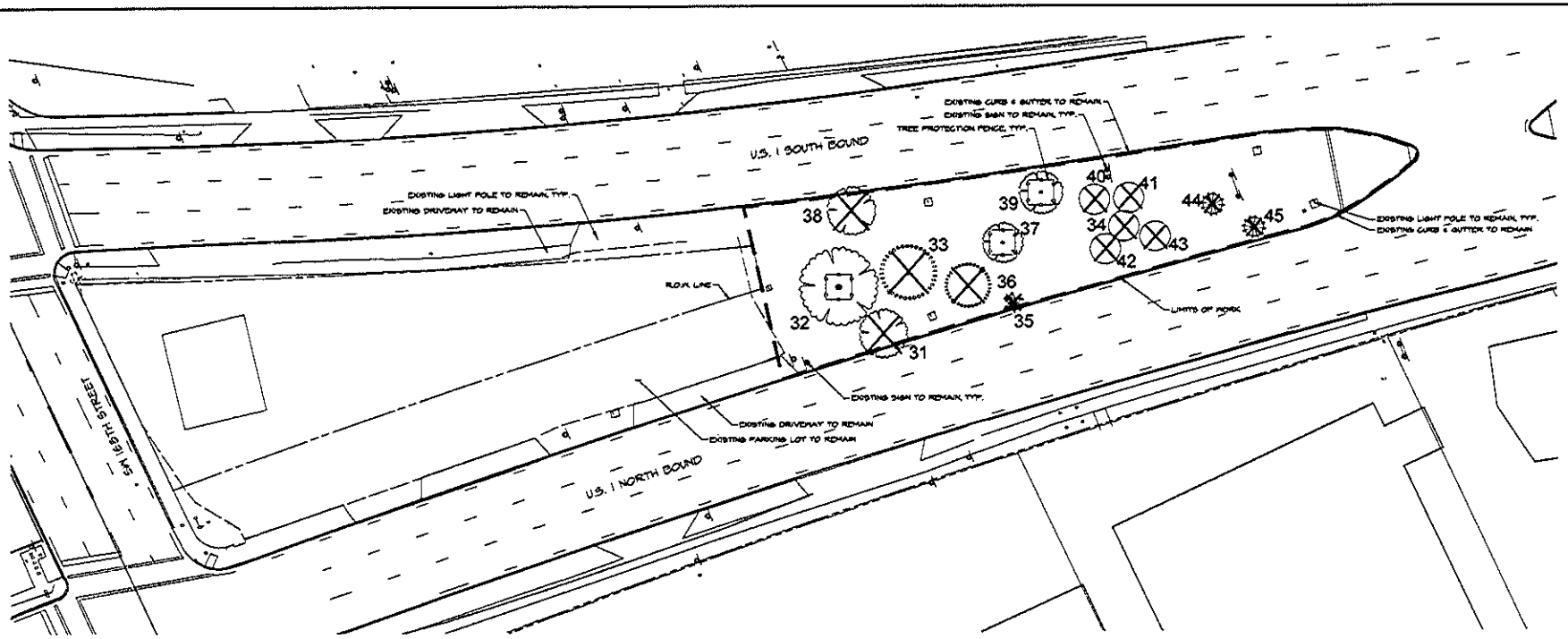
KHA PROJECT 041165016
DATE APRIL 2015
SCALE AS SHOWN
DESIGNED BY ----
DRAWN BY AV
CHECKED BY GW/GF

US 1 MEDIANS
PREPARED FOR
VILLAGE OF PALMETTO BAY

TREE DISPOSITION

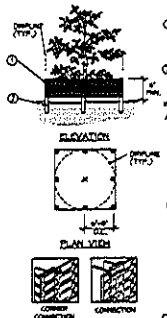
VILLAGE OF PALMETTO BAY

SHEET NUMBER
L102




| US 1 Medians - Palmetto Bay Tree Inventory | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | Botanical Name | Common Name | DBH ( in inches) | HT (IN FT) | SPR (IN FT) | Condition | Disposition |
| 31 | Quercus virginiana | Live Oak | 10 | 20 | 20 | Poor | Remove |
| 32 | Quercus virginiana | Live Oak | 21 | 28 | 30 | Good | Remain |
| 33 | Cassia fistula | Golden Shower Tree | 10 | 16 | 20 | Good | Remove |
| 34 | Bursera simaruba | Gumbo Limbo | 3 | 7 | 8 | Poor | Remove |
| 35 | Washingtonia robusta | Washington Palm | 4 | 6 | 4 | Poor | Remove |
| 36 | Cassia fistula | Golden Shower Tree | 10 | 14 | 14 | Good | Remove |
| 37 | Quercus virginiana | Live Oak | 14 | 22 | 15 | Good | Remain |
| 38 | Quercus virginiana | Live Oak | 8 | 20 | 14 | Poor | Remove |
| 39 | Quercus virginiana | Live Oak | 8 | 18 | 16 | Good | Remain |
| 40 | Bursera simaruba | Gumbo Limbo | 3 | 8 | 6 | Poor | Remove |
| 41 | Bursera simaruba | Gumbo Limbo | 3 | 10 | 6 | Poor | Remove |
| 42 | Bursera simaruba | Gumbo Limbo | 3 | 8 | 6 | Poor | Remove |
| 43 | Bursera simaruba | Gumbo Limbo | 3 | 7 | 6 | Poor | Remove |
| 44 | Hyophorbe verschaffeltii | Spindle Palm | 6 | 10 | 5 | Poor | Remove |
| 45 | Hyophorbe verschaffeltii | Spindle Palm | 6 | 9 | 5 | Poor | Remove |

| KEY | |
|---|---|
| X | REMOVE |
| | TREE PROTECTION FENCE, EXISTING TREE TO REMAIN |




Tree/Shrub Protector

1. 6'H "PERMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.
2. 6' TALL METAL "T" POSTS OR 2" x 2" x 6' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/4 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 6' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (TYP.) TO 6' (TYP.)

D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS) WOOD STRIPS MAY BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

Service Detail

NTS

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

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Call Before You Dig!

NOT FOR CONSTRUCTION

| REVISIONS | DATE |
|---|---|
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PHONE: 305-673-2025 FAX: 305-673-2026
WWW.KIMLEY-HORN.COM CA 00000696

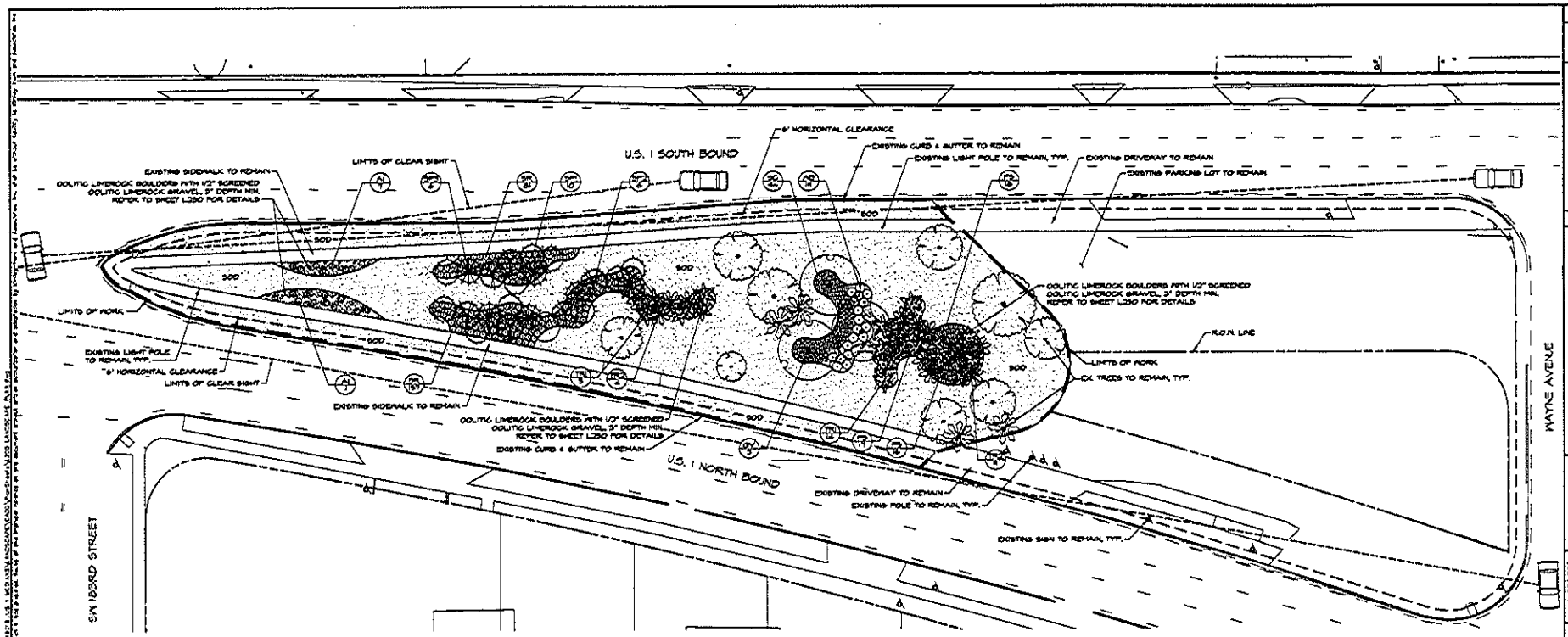
LICENSED PROFESSIONAL
GEORGE POLK, PLA
FLORIDA LICENSE NUMBER
LA#2001106
DATE —

PLA PROJECT 041452016
DATE APRIL 2015
SCALE AS SHOWN
DESIGNED BY ----
DRAWN BY AV
CHECKED BY PM/GP
DATE

TREE DISPOSITION

US 1 MEDIANS
PREPARED FOR
VILLAGE OF PALMETTO BAY
VILLAGE OF PALMETTO BAY FLORIDA

SHEET NUMBER
L103




PLANT SCHEDULE

| TREES | CODE | BOTANICAL NAME | COMMON NAME | CONT. | DBH | OAH | QTY |
|---|---|---|---|---|---|---|---|
| | QV | Quercus virginiana | Southern Live Oak | B&B | 9"Cal | 20' Ht. | 3 |
| | SP1 | Sabal palmetto Staked, Curved Trunk | Sabal Palm | F&B | | 14'-16' CT | 10 |
| | SP2 | Sabal palmetto Staked, Curved Trunk | Sabal Palm | F&B | | 18'-20' CT | 6 |
| | SP3 | Sabal palmetto Staked, Curved Trunk | Sabal Palm | F&B | | 24'-26' CT | 6 |
| | TRI | Thrinax radiata | Florida Thatch Palm | B&B | | 4'-6' OAH | 14 |
| | TRI2 | Thrinax radiata | Florida Thatch Palm | B&B | | 8'-10' OAH | 13 |

| SHRUBS | CODE | BOTANICAL NAME | COMMON NAME | CONT. | SIZE | SPACING | QTY |
|---|---|---|---|---|---|---|---|
| | AB | Aechmea blanchetiana | Orange Bromeliad | CONT | 36" Ht. | 48" O.C. | 14 |
| | AI | Alcantarea imperialis | Imperial Bromeliad | CONT | 24" x 24" | AS SHOWN | 18 |
| | FS | Psychotria sulzneri | Wild Coffee | CONT | 24" Ht. | 24" O.C. | 51 |
| | SC | Senna mexicana chapmanii | Bahama Cassia | CONT | 24" Ht | 24" O.C. | 44 |
| | SR | Serenoa repens 'Silver Form' | Silver Saw Palmetto | CONT | 24" x 24" | 30" O.C. | 259 |

| SOD/SEED | CODE | BOTANICAL NAME | COMMON NAME | CONT | SIZE | QTY |
|---|---|---|---|---|---|---|
| | BO | Oolitic Limerock Boulders | Oolitic Limerock Boulders | - | 24"-36" Dia. | 1,620 sf |
| | OL | Oolitic Limerock Gravel 3" Min. Depth | Oolitic Limerock Gravel | - | 1/2" Screened | 1,620 sf |
| | SOD | Stenotaphrum secundatum 'Palmetto' | St.Augustine 'Palmetto' | SOD | | 14,109 sf |

PLANTING NOTES:

1. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS. LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATIONS 580 AND FDOT STANDARD INDEX 544 DETAILS.
2. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
3. PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
4. ANY SUBSTITUTION IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
5. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
6. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
7. CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
8. ALL NEW AND TRANSPLANTED PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
9. REFER TO ALL IRRIGATION NOTES ON IRRIGATION PLANS PRIOR TO REMOVING EXISTING PLANTS. VILLAGE OF PALMETTO BAY WILL TAKE OWNERSHIP OF CERTAIN SALVAGED IRRIGATION EQUIPMENT.
10. PER VILLAGE OF PALMETTO BAY: MINIMUM HORIZONTAL CLEARANCE IS FIVE (5) FEET FROM THE OUTSIDE OF THE CITY'S PIPE/STRUCTURE TO THE OUTSIDE/EDGE OF LARGE PLANTINGS. CONTRACTOR TO FIELD-ADJUST ACTUAL LOCATION OF THE PROPOSED WORK TO MEET THE MINIMUM SEPARATION REQUIREMENTS. CONTRACTOR TO VERIFY LOCATIONS OF UTILITIES VIA SOFT DIG WITHIN PLANTERS.
11. CONTRACTOR SHALL LEVEL OUT AND PROVIDE FINE GRADING FOR ALL LAWN AND PLANTING AREAS WITHIN THE LIMITS OF WORK. ALL AREAS SHALL BE GRADED SUCH THAT POSITIVE DRAINAGE IS ACHIEVED.

GRAPHIC SCALE IN FEET
0 10 20 40

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DIAL 811

**NOT FOR CONSTRUCTION**

| REVISIONS | DATE | BY |
|---|---|---|
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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
GEORGE RUIZ, PLA
FLORIDA LICENSE NUMBER LA#0001106
DATE ----

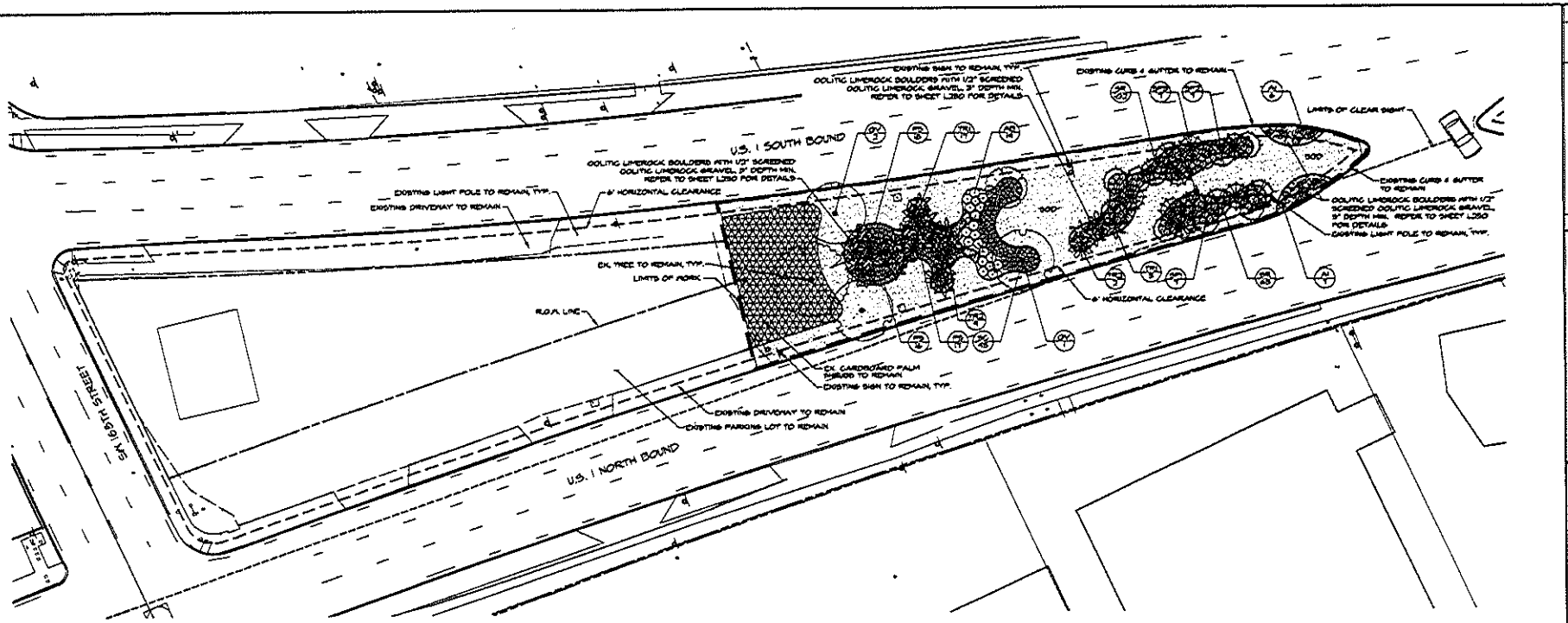
KHA PROJECT 014165015
DATE APRIL 2015
SCALE AS SHOWN
DESIGNED BY GR
DRAWN BY AV
CHECKED BY TW/GR

# LANDSCAPE PLAN

US 1 MEDIANS
PREPARED FOR
VILLAGE OF PALMETTO BAY
FLORIDA

VILLAGE OF PALMETTO BAY

SHEET NUMBER
L200




PLANT SCHEDULE

| TREES | CODE | BOTANICAL NAME | COMMON NAME | CONT. | DBH | OAH | QTY |
|---|---|---|---|---|---|---|---|
| | QV | Quercus virginiana | Southern Live Oak | B&B | 9"Cal | 20' HL | 9 |
| | SP1 | Sabal palmetto Blanked, Curved Trunk | Sabal Palm | FG | | 14'-16' CT | 7 |
| | SP2 | Sabal palmetto Blanked, Curved Trunk | Sabal Palm | FG | | 18'-20' CT | 7 |
| | SP3 | Sabal palmetto Blanked, Curved Trunk | Sabal Palm | FG | | 24'-26' CT | 7 |
| | TRI | Thrinax radiata | Florida Thatch Palm | B&B | | 4'-6' OAH | 20 |
| | TRI2 | Thrinax radiata | Florida Thatch Palm | B&B | | 6'-8' OAH | 11 |

| SHRUBS | CODE | BOTANICAL NAME | COMMON NAME | CONT. | SIZE | SPACING | QTY |
|---|---|---|---|---|---|---|---|
| | AB | Aechmea blanchetiana | Orange Bromeliad | CONT | 36" HL | 48" O.C. | 14 |
| | AI | Alcantarea imperialis | Imperial Bromeliad | CONT | 24" x 24" | AS SHOWN | 13 |
| | FB | Psychotria nervosa | Wild Coffee | CONT | 24" HL | 24" O.C. | 51 |
| | SC | Serrana serrulata shepherdi | Bahama Coccoloba | CONT | 24" HL | 24" O.C. | 45 |
| | SR | Serenoa repens 'Silver Form' | Silver Saw Palmetto | CONT | 24" x 24" | 30" O.C. | 165 |

| SOD/MULCH | CODE | BOTANICAL NAME | COMMON NAME | CONT. | SIZE | QTY |
|---|---|---|---|---|---|---|
| | BO | Oolitic Limerock Boulders | Oolitic Limerock Boulders | - | 24"-36" Dia. | 1,346 sf |
| | OL | Oolitic Limerock Gravel 3" Min. Depth | Oolitic Limerock Gravel | - | 1/2" Screened | 1,346 sf |
| | SOD | Stenotaphrum secundatum 'Palmetto' | St.Augustine 'Palmetto' | SOD | | 7,180 sf |

PLANTING NOTES:

1. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS. LANDSCAPE INSTALLATION SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATIONS 580 AND FDOT STANDARD INDEX 544 DETAILS.
2. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
3. PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
4. ANY SUBSTITUTION IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
5. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
6. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
7. CONTRACTOR SHALL FAMILIARIZE HIMVHERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
8. ALL NEW AND TRANSPLANTED PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
9. REFER TO ALL IRRIGATION NOTES ON IRRIGATION PLANS PRIOR TO REMOVING EXISTING PLANTS. VILLAGE OF PALMETTO BAY WILL TAKE OWNERSHIP OF CERTAIN SALVAGED IRRIGATION EQUIPMENT.
10. PER VILLAGE OF PALMETTO BAY: MINIMUM HORIZONTAL CLEARANCE IS FIVE (5) FEET FROM THE OUTSIDE OF THE CITY'S PIPE/STRUCTURE TO THE OUTSIDE/EDGE OF LARGE PLANTINGS. CONTRACTOR TO FIELD-ADJUST ACTUAL LOCATION OF THE PROPOSED WORK TO MEET THE MINIMUM SEPARATION REQUIREMENTS. CONTRACTOR TO VERIFY LOCATIONS OF UTILITIES VIA SOFT DIG WITHIN PLANTERS.
11. CONTRACTOR SHALL LEVEL OUT AND PROVIDE FINE GRADING FOR ALL LAWN AND PLANTING AREAS WITHIN THE LIMITS OF WORK. ALL AREAS SHALL BE GRADED SUCH THAT POSITIVE DRAINAGE IS ACHIEVED.

GRAPHIC SCALE IN FEET
0 10 20 40

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PHONE: 305-577-2070 FAX: 305-577-7001
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
GEORGE POE PLA
FLORIDA LICENSE NUMBER
LA0001706
DATE

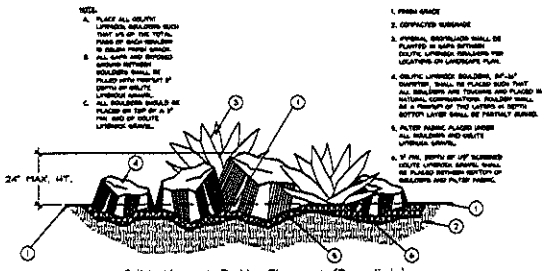
FDOT PROJECT 0414652016
DATE APRIL 2015
SCALE AS SHOWN
DESIGNED BY GP
DRAWN BY AE
CHECKED BY RM/GP

LANDSCAPE PLAN

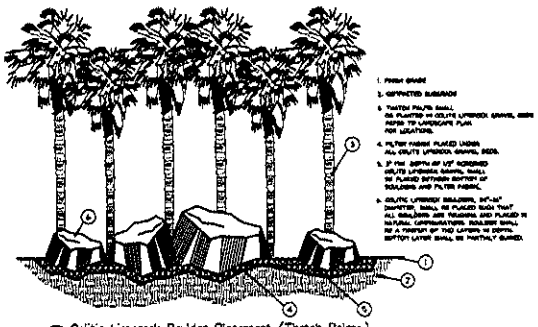
US 1 MEDIANS
PREPARED FOR
VILLAGE OF PALMETTO BAY
FLORIDA

VILLAGE OF PALMETTO BAY

SHEET NUMBER
L201




A Oolitic Limerock Boulder Placement (Bromeliads)
PLANTING PLAN NTS



B Oolitic Limerock Boulder Placement (Thatch Palms)
PLANTING PLAN NTS

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PHONE: 305-673-2025
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| NO | REVISIONS | DATE | BY |
|---|---|---|---|

LICENSED PROFESSIONAL
GEORGE RUG, P.L.A.
FLORIDA LICENSE NUMBER
LA#0001706

FDOT PROJECT
041169915
DATE
APRIL 2015
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY AH
CHECKED BY DATE

US 1 MEDIANS
PREPARED FOR
VILLAGE OF PALMETTO BAY
FLORIDA

LANDSCAPE DETAILS

VILLAGE OF PALMETTO BAY

SHEET NUMBER
L250

# 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:_____ | Name: |
| _____ (Print) | |
| (Print) | |
| 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 |
|---|---|---|---|---|---|
| *Median 1 - (SW 160TH Street to SW 168TH ST)* | | | | | |
| 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' – 6' OAH~~ 4' OAH | 20 | $175.50 | $3,510.00 |
| MED1-6 | Florida Thatch Palm | ~~6' – 8' OAH~~ 6' 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 |
| | | 7 GALLON 18"-22" | ~~165~~ 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 | ½" 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



## US1 Highway/State Road 5 Median Landscaping

| Item No. | Common Name | Description | Quan. | Unit Price | Total Cost |
|---|---|---|---|---|---|
| | | *Median 2 - (Wayne Avenue to SW 183RD Street)* | | | |
| 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 |
| MED2-9 | Wild Coffee | 24" Ht | 51 | $10.80 | $550.80 |
| MED2-10 | Bahama Cassia | 3GALLON - 18" ~~24" Ht~~ | 94 | $13.50 | $1269.00 |
| MED2-11 | Silver Saw Palmetto | 3 GALLON ~~24" x 24"~~ 14" – 16" | 158 ~~230~~ | $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 | ½" 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 (LUMP SUM)

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

CONTRACTOR: PLANT PROFESSIONALS, INC

Signature of Official: Maria C. Drotar Name (typed): MARIA C. DROTAR

Title: PRESIDENT Date: 11/10/2015

**RESOLUTION NO: _____**

**A RESOLUTION OF THE MAYOR AND THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO TAKE INITIAL STEPS TO PROCURE AN APPROPRIATE DISPLAY ITEM IN THE FORM OF A PIECE OF EQUIPMENT THROUGH THE RECOGNIZED U.S. ARMY DONATION PROGRAM FOR MUNICIPALITIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village and its residents are grateful to Veterans of all services for their dedication to liberty and defense of our Country; and

**WHEREAS,** the Village Council wishes to create a tangible symbol of such appreciation in a Village Veterans' Park; and

**WHEREAS,** the Village Council of the Village of Palmetto Bay wishes to procure an appropriate display item in the form of a piece of military equipment through the recognized United States Army Donation Program for Municipalities; and

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

**Section 1.** The Village Council of the Village of Palmetto Bay, the law-making, governing body, a Florida municipality, hereby directs the Village Manager to take initial steps to procure a display item in the form of piece of military equipment through the recognized United States Army Donation Program for Municipalities.

**Section 2.** The Village of Palmetto Bay will assume all responsibility for the upkeep and safety of the display item and understands that the display item (equipment) cannot be placed on privately-owned property; and

**Section 3.** The Village Council recognizes that demobilization of the equipment and shipment incurs costs, which will be the responsibility of the Village. Should the procurement exceed $75,000, the Village Manager shall return to the Council for final approval. The Council is aware that there is a great variety of equipment that may be available through the donation program; therefore, final selection of the equipment prior to the procurement remains the final authority of the Council.

**Section 4.** This resolution shall become effective immediately.

PASSED and ADOPTED this _____ day of December, 2015.

Attest: _____

Meighan Alexander
Village Clerk

_____

Eugene Flinn
Mayor

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

To: Honorable Mayor and Village Council

From: Edward Silva, Village Manager

Date: December 7, 2015

Re: ITB #1516-12-001
Coral Reef Park Rubberized Trails Renovations

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF GPE ENGINEERING AND GENERAL CONTRACTOR TO PROVIDE RUBBERIZED TRAIL RENOVATIONS TO CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE A CONTRACT OF SAID COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.**

## BACKGROUND AND ANALYSIS:

The Procurement Division prepared an Invitation to Bid (ITB) to solicit proposals from specialized contractors who are qualified with the new recycle material of rubberized pour-in-place mixture to renovate a partial area of trails from Coral Reef Park. The bid was advertised on November 6, 2015 and the bid closing occurred on November 23, 2015.

After going through the process based on the ITB requirements, the selected contractor was GPE Engineering and General Contractor. Administration is requesting from the Village Council to approve the selection of this company and authorize the Village Manager to enter into contract negotiations with GPE Engineering and General Contractor.

## FISCAL/BUDGETARY IMPACT:

Funding for this has been appropriated by means of a grant and Village match funds from FDEP as follows:

| | |
|---|---|
| FDEP (Recreational Trails Program Grant) (60%):<br>*General Fund Transfer for Capital Outlay* | $ 81,600.00 |
| Village of Palmetto Bay (40%):<br>*Match funding transferred from prior year's budget* | $ 54,400.00 |
| **Total:** | $136,000.00 |

## RECOMMENDATION:

Approval is recommended.

**SECTION 6.0 BID FORM**

TOTAL BID AMOUNT FOR ITEMS IN FIGURES (LUMPSUM): $ 136,000.00

TOTAL BID AMOUNT FOR ITEMS (WRITTEN): One Hundred Thirty Six Thousand And ——— 00/100 Dollars

CONTRACTOR: GPE Engineering & General Contractor

Signature of Official: _____ Name (typed): Antonio Reyes

Title: President Date: 11/23/15

# Bid Form
## Page 3 of 5

The following are requirements of this bid, as indicated below. Place a check mark in the "Enclosed" column as you complete and enclose each item. Requirements that do not apply to this Bid are denoted by "N/A".

| REQUIRED | ENCLOSED | REQUIREMENT | REFERENCE SECTION |
|---|---|---|---|
| ✓ | ✓ | Site Inspection | 3.3 |
| ✓ | ✓ | Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services | 3.2 |
| ✓ | ✓ | Bid Guaranty | 3.21 |
| ✓ | ✓ | Bidder Qualifications | 2.22 |
| ✓ | ✓ | Copies of Bid and Village Required Forms | 2.8 |
| ✓ | ✓ | Insurance | 2.65 |
| ✓ | ✓ | Licenses | 3.15 |
| ✓ | ✓ | References | 2.21 |
| When Required | | Samples (If Applicable) | 2.58 |
| ✓ | | Guarantee/ Warranty Information (If Applicable) | 2.71.1.2/2.49 |

*This checklist is for your guidance only and does not necessarily constitute each and every requirement of this Bid. Please read the entire Bid thoroughly to ensure that your submission is complete.*

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within ten (10) calendar days after the date of the Village's Notice of Intent to Award.

# Bid Form
## Page 4 of 5

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
   a. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.) Bidder(s) shall ALSO acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Village may waive this requirement in its best interest.

      Addendum No. 1 Dated: 11/18/2015
      Addendum No. _____ Dated: _____
      Addendum No. _____ Dated: _____
      Addendum No. _____ Dated: _____
      Addendum No. _____ Dated: _____

   b. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

4. The Bidder, hereby declares that the only persons, company, or parties interested in the Bid or the Contract to be entered into, as principals, are named herein; and that this Bid is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

5. The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this Bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, Village Required Forms and Contract and Bonds, together with the accompanying Drawings, Project Specifications and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the proposed Work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work.

# Bid Form
## Page 5 of 5

6. It is proposed that the Project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the Total Bid Amount, and in accordance with Section 2.20 (Award of Bid) in the Instructions to Bidders.

**I certify that this bid, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this bid and all subsequent documents related to this bid, and certify that I am duly authorized to sign this bid for the Bidder.**

SUBMITTED THIS 23 DAY OF November 20 15.

BID SUBMITTED BY:

11/23/15

Signature and Date

President

Title

Antonio Reyes

Name

GPE Engineering & General Contractor

Company

END OF SECTION

**Acknowledgement of**

**Addendum of Solicitation**

Amendment/Modification No.: 1
Amendment of ITB# No.: 1516-12-001
Title of ITB: Coral Reef Park Rubberized Trail Renovations

Name of Proposer Antonio Reyes

Date Addendum Received November 18, 2015

Total Pages of Addendum including Acknowledgement 2

Signature

***All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in your proposal from being rejected.***

## SECTION 7.0 VILLAGE REQUIRED FORMS

# BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (~~certified check~~), (~~cashier's check~~) in the amount of 5% of Bid Proposal Submitted Dollars ($---5%---), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the Palmetto Bay Coral Reef Park Rubberized Padding -Trail Renovations (ITB No. 1516-12-001).

Company: GPE Engineering & General Contractor Corp.

Name: Antonio Reyes

Signature:

Title/Position: PRESIDENT

TO THE VILLAGE OF PALMETTO BAY:

That we, GPE Engineering & General Contractor Corp., as Principal, and International Fidelity Insurance Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as obligee, hereinafter called Village, in the penal sum of 5% of Bid Proposal Submitted ---------- 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).

**SIGNED, SEALED AND DATED THIS** 18th **DAY OF** November ,20 15 .

Federal Tax I.D.# 591963236 CONTRACTOR License I.D.#: CGC061989 CUC057061

Principal GPE Engineering & General Contractor Corp. Surety International Fidelity Insurance Company

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, GPE Engineering & General Contractor Corp. (hereinafter called the Principal), and International Fidelity Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of New Jersey with its principal offices in the ~~Village~~ Newark 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 5% of Bid Proposal Submitted ---------- Dollars ($-----5%------), 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" or the "Village")
CORAL REEF PARK RUBBERIZED - TRAIL RENOVATIONS (the "Project")

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 GPE Engineering & General Contractor Corp., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said International Fidelity Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney in Fact, under its corporate seal, this 18th day of November, and attested by its secretary, A.D., 20 15.

ATTEST:

GPE Engineering & General Contractor Corp.

By: _____ (Title)
(Principal)

ATTEST:

International Fidelity Insurance Company

By: _____
(Surety) Attorney-in-Fact
Davor I. Mimica, Attorney in Fact &
FL Resident Agent

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

Tel (973) 624-7200

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY
## ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ILEANA M. BAUZA, DAVOR I. MIMICA, WILLIAM F. KLEIS, WILLIAM L. PARKER

Miami, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY CRUZ MY COMMISSION EXPIRES 04-16-2019 NOTARY PUBLIC STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of November, 2015

MARIA BRANCO, Assistant Secretary

# BIDDER'S QUALIFICATION

The BIDDER'S response to this questionnaire will be utilized as part of the VILLAGE'S overall Bid Evaluation and CONTRACTOR selection.

1. Number of similar projects:

   a) In the past 5 years 4

   Original contract price overrun average % 0

2. Current workload – Projects in excess of $25,000.

| Project Name | Company Name | Telephone Number | Contract Price |
|---|---|---|---|
| Leon Medical Center | MCM Corp. | (305) 541-0000 | $453,408.00 |
| Youth Co-op Charter School | Turin Construction | (786) 412-8739 | $525,178.72 |
| City of Homestead Police Station | MCM Corp. | (305) 541-0000 | $805,533.00 |
| Norland Senior High School | Pirtle Construction Company | (954) 797-0410 | $2,057,830.44 |
| | | | |
| | | | |
| | | | |
| | | | |

3. The following information shall be attached to the bid.

   a) CONTRACTOR's home office organization chart.
   b) CONTRACTOR's proposed project organizational chart.
   c) Resumes of proposed key project personnel, including on-site Superintendent.

4. List and describe any:

   a) Bankruptcy petitions filed by or against the BIDDER or any predecessor organizations,
   b) Any arbitration or civil or criminal proceedings, or
   c) Suspension of contracts or debarring from Bidding by any public agency brought against the BIDDER in the last five (5) years.

5. Governmental References: (Continued on following page)

# Village of Palmetto Bay

## Vendor Registration Application

*This form must be completed in its entirety. The Village of Palmetto Bay does not have a preferred vendors list.*

Business Name (As shown on W9; Attach W9 Form): GPE Engineering & General Contractor

DBA (Doing Business As): _____

Fed Tax ID Number: 591963236

Address: 13117 NW 107 AVE

City: Hialeah Gardens State: Florida Zip Code: 33018

Contact Name: Antonio Reyes Contact Email: Treyes@gpeeng.com

Phone: (305) 828-5307 Fax: (305) 828-5325

Business Website: www.gpeeng.com

Type of Organization:

☐ Individual ☐ Partnership ☐ Non-Profit Organization ☑ Corporation ☐ Religious Organization

☐ Government/School ☐ Religious Organization

If so, incorporated under the laws of what state? _____

Type of Business:

☐ Manufacturer ☐ Factory Representative ☐ Wholesale Dealer ☐ Retail Dealer ☑ Construction

☐ Unlimited General Contractor ☐ Limited Sub-Contractor

☐ Service Establishment – Define _____

☐ Other -- Define _____

List the commodities and/or services to be provided to the Village. Please print or type your reply.

Business License Information:

State License No. CUC057061 CGC061987 Occupational License No. BL17430/E750

Other: _____

Insurance Information (Please select all applicable, Attach copy of Certificate of Insurance):

☒ General Liability ☒ Automobile Liability ☒ Worker's Compensation ☒ Other: SEE ATTACHED

If you currently hold any FL State, County, or Municipal Contracts, list entity, numbers, and expiration:

*For office use only:*

*Date Received:* _____ *Date Entered:* _____ *Vendor No.:* _____

*Received By:* _____ *Entered By:* _____

*UPON COMPLETION PLEASE RETURN TO THE VILLAGE OF PALMETTO BAY, PROCUREMENT SPECIALIST.*

*FORMS MAY BE SUBMITTED VIA EMAIL TO MEADA@PALMETTOBAY-FL.GOV*

9705 E HIBISCUS STREET
PALMETTO BAY, FL 33157
TEL: 305-259-1234 FAX: 305-259-1290

GPEENGI-02 GLADYS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/26/2014

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
Acrisure, LLC d/b/a InSource
9500 South Dadeland Boulevard
4th Floor
Miami, FL 33156-2867

CONTACT NAME:
PHONE (A/C, No, Ext): (305) 670-6111 FAX (A/C, No): (305) 670-9699
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Fire Ins.Co. | 20478 |
| INSURER B : Valley Forge Insurance Co. | 20508 |
| INSURER C : Transportation Insurance Co. | 20494 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
GPE Engineering & General Contractor Corp.
DBA Gonzalez Pavement Equipments, Inc.
13117 N.W. 107 Avenue, #1
Hialeah Gardens, FL 33018

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 | | | 5095130537 | 11/30/2014 | 11/30/2015 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | 4034210234 | 11/30/2014 | 11/30/2015 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | X UMBRELLA LIAB X OCCUR | | | 4034210203 | 11/30/2014 | 11/30/2015 | EACH OCCURRENCE | $ 3,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 3,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 4034210220 | 11/30/2014 | 11/30/2015 | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| B | Equipment Floater | | | 4034210217 | 11/30/2014 | 11/30/2015 | Leased / Rented | 250,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Village of Palmetto bay
9705 East 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

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

| | |
|---|---|
| SIGNATURE | Antonio Reyes<br>PRINTED NAME |
| GPE Engineering & General Contractor<br>NAME OF COMPANY | President<br>TITLE |

# 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 Contractor's 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 firm complies fully with the above requirements.

| | |
|---|---|
| SIGNATURE | Antonio Reyes<br>PRINTED NAME |
| GPE Engineering & General Contractor<br>NAME OF COMPANY | President<br>TITLE |

# NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA )
)
COUNTY OF MIAMI-DADE )

Antonio Reyes being first duly sworn, deposes and says that:

(1) He/She/They is/are the President (Village, Partner, Officer, Representative or Agent) of GPE Engineering & General Contractor The BIDDER that has submitted the attached Bid;

(2) He/She/They is/are 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 sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, Villages, 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 BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, Villages, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Lester Jimenez
Witness

Yolanda Hernandez
Witness

by: _____
Signature

Antonio Reyes
Print Name and Title

# SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statutes Section 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Village of Palmetto Bay policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any CONTRACTOR , vendor , consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Village of Palmetto Bay has added food, meals, beverages, and candy.

Any CONTRACTOR , Vendor , consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

| | |
|---|---|
| SIGNATURE | Antonio Reyes<br>PRINTED NAME |
| GPE Engineering & General Contractor<br>NAME OF COMPANY | President<br>TITLE |

Failure to sign this page shall render your bid non-responsive

# SUB-CONTRACTOR LIST

Bidder shall list all Proposed Sub-Contractor's to be used on this project if they are awarded the Contract.

| Classification of Work | Sub-Vendor Name | Address | Telephone and Fax |
|---|---|---|---|
| N/A | | | |
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# 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: Antonio Reyes President

*(print individual's name and title)*

for: GPE Engineering & General Contractor

*(print name of entity submitting sworn statement)*

whose business address is: 13117 NW 107 AVE Hialeah Gardens, FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is: 591963236

*(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 firm, 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.

Signature of Official: _____

Name (typed): Antonio Reyes

Title: President

CONTRACTOR: GPE Engineering & General Contractor

Date: 11/23/2015

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 23 day of, 20 15, before me, the undersigned Notary Public of the State of Florida personally appeared Antonio Reyes 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:

LESTER JIMENEZ
Commission # FF 152920
Expires August 21, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

LICENSE
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

# BUSINESS ENTITY AFFIDAVIT
## (CONTRACTOR / BIDDER DISCLOSURE)

I, Antonio Reyes 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:

591963236

*Federal Employer Identification Number (If none, Social Security Number)*

GPE Engineering & General Contractor

*Name of Entity, Individual, Partners or Corporation*

*Doing Business As (If same as above, leave blank)*

13117 NW 107 AVE Hialeah Gardens, FL 33018

*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 |
|---|---|---|
| Antonio Reyes | 13117 NW 107 AVE HIALEAH GARDENS, FL 33018 | 17 % |
| CARIDAD X. REYES | 13117 NW 107 AVE HIALEAH GARDENS, FL 33018 | 36 % |
| EVELIO GONZALEZ & ZOILA GONZALEZ | 13117 NW 107 AVE HIALEAH GARDENS, FL 33018 | 47 % |

2. The full legal names and business address of any other individual (other than sub-Contractor's, 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

Signature of Official: _____

Name (typed): Antonio Reyes

Title: President

CONTRACTOR: GPE Engineering & General Contractor

Date: 11/23/2015

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 23 day of, 20 15, before me, the undersigned Notary Public of the State of Florida personally appeared Antonio Reyes 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:

LESTER JIMENEZ
Commission # FF 152920
Expires August 21, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

License

_____

(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 STATUTES, 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: Antonio Reyes President
*(print individual's name and title)*

for: GPE Engineering & General Contractor
*(print name of entity submitting sworn statement)*

whose business address is: 13117 NW 107 AVE Hialeah Gardens, FL 33018

and (if applicable) its Federal Employer Identification Number (FEIN) is: 591963236

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:* _____-_____-_____ .)

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 an agency or political subdivision of any other state or of 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.

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 of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. 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.

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 of any state or 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 and partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

□ Neither the entity submitting this sworn statement. nor any of its officers, directors. executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of

the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017. FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Official: _____

Name (typed): Antonio Reyes

Title: President

CONTRACTOR: GPE Engineering & General Contractor

Date: 11/23/2015

Continued on following page

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 23 day of, 20 15, before me, the undersigned Notary Public of the State of Florida personally appeared Antonio Reyes 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:

LESTER JIMENEZ
Commission # FF 152920
Expires August 21, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

License

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

# W9 FORM

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)
GPC ENGINEERING & GENERAL CONTRACTOR CORP.

Business name/disregarded entity name, if different from above
d/b/a GONZALEZ PAVEMENT EQUIPMENTS, INC.

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.)
13117 NW 107TH AVE UNIT 1

Requester's name and address (optional)
VILLAGE OF PALMETTO BAY
9705 E. HIBISCUS STREET
PALMETTO BAY, FLORIDA 33157

City, state, and ZIP code
HIALEAH GARDENS FL 33018

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 - 1963236

**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 ▶ 11/23/15

## 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.

Governmental References: Obtain references, *at least five*, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

# VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Palmetto Bay Coral Reef Park Trail Renovation

Name of Bidder: APE Engineering & General Contractor

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: Proposed WM Reconnection Multiple WM Reconnections & Roadway Improvement

Initial Value of Contract: $300,000.00 Final Value of Contract: $300,000.00

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: 0 Were any contractor driven: N/A

Number of RFI's submitted by the vendor: 0

If you responded no to any of the above please provide details:

**Comments:**

Name of Public Entity/Company: City of Hialeah

Name of Individual completing this form: Alex Medina

Signature: [signature] Title: ENGINEER II

Telephone: (305) 556-3800 Email: almedina@hialeahfl.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street • Palmetto Bay, FL 33157

Governmental References: Obtain references, ***at least five***, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

# VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Palmetto Bay Coral Reef Park Rubberized Trail Renovations

Name of Bidder: GPE Engineering & General Contractor

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: FT. Lauderdale Storm Drainage Annual Contract

Initial Value of Contract: $2,000,000.00 Final Value of Contract: $2,000,000.00
Was the work performed timely: [X] Yes [ ] No
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? X Yes ____ No
Total number of change orders: 1 Were any contractor driven: N/A
Number of RFI's submitted by the vendor: 3
If you responded no to any of the above please provide details:

**Comments:**

Professional and responsible contractors.

Name of Public Entity/Company: City of Fortlauderdale
Name of Individual completing this form: SAYD HUSSAIN
Signature: Sayd Hussain Title: Project Manager
Telephone: 954.828.5678 Email: SHUSSAIN@Fortlauderdale.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street ▪ Palmetto Bay, FL 33157

treyes@gpeeng.com



Governmental References: Obtain references, ***at least five***, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

# VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Palmetto Bay Coral Reef Park Trail Renovation

Name of Bidder: GPE Engineering & General contractor

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: Florida City Roadway Improvement

Initial Value of Contract: $1,700,000.00 Final Value of Contract: $1,700,000.00

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: N/A Were any contractor driven: ____

Number of RFI's submitted by the vendor: None

If you responded no to any of the above please provide details:

**Comments:**

The Contractor has been very accomodating with regards to the City needs and requests. High quality work. Very responsive

Name of Public Entity/Company: Baljet Environmental

Name of Individual completing this form: Pedro D. Gonzalez

Signature: [signature] Title: President

Telephone: 305-598-0199 Email: pgonzalez@baljet.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street • Palmetto Bay, FL 33157

Governmental References: Obtain references, *at least five*, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

# VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Palmetto Bay Coral Reef Park Trail Renovation

Name of Bidder: GPE Engineering & General contractor

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: SOUTH LAKE CONTROL STRUCTURES CONTROL STRUCTURE INSTALLATION & ROADWAY WORK

Initial Value of Contract: $399,586 Final Value of Contract: $359,923

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: 4 Were any contractor driven: 2

Number of RFI's submitted by the vendor: 2

If you responded no to any of the above please provide details:

**Comments:**

Name of Public Entity/Company: CITY OF HOLLYWOOD

Name of Individual completing this form: GLECE AURELUS

Signature: [signature] Title: ENGINEERING MANAGER

Telephone: 954.921.3930 Email: GAURELUS@Hollywoodfl.org

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street • Palmetto Bay, FL 33157

Governmental References: Obtain references, *at least five*, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located below)

# VILLAGE OF PALMETTO BAY • REFERENCE FORM

Solicitation Information: Palmetto Bay Coral Reef Park Trail Renovation

Name of Bidder: GPE Engineering & General Contractor

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: HDC DRAINAGE IMPROVEMENT DRAINAGE IMPROVEMENT PROJECT

Initial Value of Contract: $769,241.49 Final Value of Contract: $670,024.56

Was the work performed timely: [X] Yes [ ] No

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? [X] Yes [ ] No

Total number of change orders: Ø Were any contractor driven: Ø N/A

Number of RFI's submitted by the vendor: 2

If you responded no to any of the above please provide details:

**Comments:**

Drainage Improvement of Midway Addition Phases along with a retainage wall. All the work was done on time with excellent performance

Name of Public Entity/Company: Miami-Dade Public Works

Name of Individual completing this form: Fred Diaz

Signature: [signature] Title: Project Manager

Telephone: 305-951-1549 Email: FVD@MiamiDade.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street • Palmetto Bay, FL 33157

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.
13117 NW 107TH AVE
UNIT 1
HIALEAH GARDENS FL 33018

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC057061 ISSUED: 07/24/2014

CERT UNDERGROUND & EXCAV CNTR
REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L14072400001651

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

| LICENSE NUMBER | |
|---|---|
| CUC057061 | |

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC
16742 NW 78 CT
MIAMI LAKES FL 33016

ISSUED: 07/24/2014 DISPLAY AS REQUIRED BY LAW SEQ # L14072400001651

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.
13117 NW 107TH AVE
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HIALEAH GARDENS FL 33018

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC061987 ISSUED: 07/24/2014

CERTIFIED GENERAL CONTRACTOR
REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1407240001395

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

| LICENSE NUMBER | |
|---|---|
| CGC061987 | |

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

REYES, ANTONIO
GONZALEZ PAVEMENT EQUIPMENTS, INC.
16742 NW 78 CT
MIAMI LAKES FL 33016

ISSUED: 07/24/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1407240001395

13117 NW 107 Ave Unit 1
Hialeah Garden, FL 33018
(305) 828-5307

# Antonio Reyes

**Experience**

1997–Present

Gonzalez Pavement Equipment Inc. Hialeah Gardens, FL

**President**

- Increased sales from $750K to $6 million.
- Oversee Daily Operational and Administrative Production.
- Estimate all Major Projects
- Manage All Financial Duties

2000–2005 Maco Group LLC Miami, FL

**Qualifier and Administrative Manager**

- Managed all Administrative Duties of over 7 Projects totaling 19 Million Dollars
- Managed all Banking and Loan Relations for Projects
- Supervised Field Operations for Quality and Compliance
- Managed all Investor Production and Financial Reports

**Education**

1995 University of Miami Miami, FL

- Bachelor of Science in Electrical Engineering.
- Specializing in Microwave Circuits and Communications.

**Certifications**

State Certified General Contractors License – CGC 061987

State Certified Underground Utility Contractors Licenses – CUC 057061

Dade County Paving Engineering License – E750

State Certified Class V Fire Main Contractors License

ICCC Backflow Prevention Assembly Tester – C02099

ATSSA Florida Advanced Work Zone Traffic Control Certification

13117 NW 107th Avenue, Unit 1
Hialeah Gardens, FL 33018

305-828-5307

# Lazaro Arencibia

**Experience**

1999 - Present

GPE Engineering & General Contractors — Hialeah Gardens, FL

**Production Manager**

- Oversees daily field operations
- Oversees the equipment maintenance
- Over 11 years of experience in the repairs and construction of the sewer lift stations
- Over 11 years of experience in the repairs and construction of water, sewer, storm drain systems and pavement work
- Certified Applicant of the Uro-Flex Epoxy Coating
- Over 11 years of experience in operating heavy equipment such as the asphalt machine, bulldozer, roller, excavator, pipe laser, etc.

**Education**

High School — Matanzas, Cuba

**References**

Available upon request

| Number | Year | Equipment Name | Vin No. / Serial No. |
|---|---|---|---|
| 3 | 1996 | Ford Econoline Van | 1FTFE24Y1THB57887 |
| 4 | 1997 | Dodge Van | 2B7KB31Z1VK594508 |
| 5 | 1997 | Ford F250 (service Truck) | 3FTHF25F9VMA55562 |
| 7 | 2004 | Ford Sport track | 1FMZU67K34UB76041 |
| 9 | 1971 | Mack Water Tank | U685ST3037 |
| 10 | 1972 | Dorsey Trailer Aluminum | 64246 |
| 12 | 1998 | Mack Tractor Trailer CH613 | 1M2AA13Y2WW089306 |
| 18 | 2005 | Caterpillar D5GXL Dozer | WGB01621 |
| 19 | n/a | Dynapac CC122 Roller | 60115131 |
| 20 | n/a | Dynapac CA25II Roller | 686B028 |
| 22 | n/a | John Deere 310D Backhoe | 786833 |
| 24 | n/a | Terramite USS38 Sweeper | 20TS0122 |
| 25 | n/a | Terramite TSS38 Sweeper | 81399 |
| 26 | n/a | Asphalt Machine | n/a |
| 27 | 1994 | Ford Dump Truck LTA9000 | 1FTYY95U6RVA46346 |
| 28 | 1995 | Ford Dump Truck | 1FTYY9588SVA26670 |
| 29 | 2004 | Leeboy 685B Grader | 980040 |
| 30 | n/a | Grader | n/a |
| 31 | 2002 | Komatsu PC220 Excavator | A85435 |
| 32 | n/a | Daewood 220LCIII Excavator | 1924 |
| 33 | 2004 | Komatsu WA250-5L Loader | A73376 |
| 35 | n/a | Bob Cat 863 | 51442644 |
| 41 | 2003 | Hypac C766C Roller | 901C20902479 |
| 42 | 2006 | Marathon Trailer Sprayer TPS250T | 2M9TPS2T46H102222 |
| 44 | 1999 | Freightliner - Service Truck IFU | 1FV6HLAAXXHB76567 |
| 45 | 2006 | Chevy Aveo | KL1TD66667B689225 |
| 47 | 2000 | Ford E250 | 1FTNE2424YHB86721 |
| 48 | 2000 | Ford E250 | 1FTNE2421YHB86532 |
| 49 | 2004 | Caterpillar 928G Wheel Loader | CAT0928GCDJ00798 |
| 51 | n/a | Komatsu PC300LC-7L Excavator | A86735 |
| 53 | 2007 | Ford F-150 | 1FTRF12207KC24720 |
| 54 | n/a | Wacker BPU2540A Honda | n/a |
| 55 | 2000 | Isuzu NQR 2000 | JALE5B148Y7901669 |
| 57 | 2007 | Chevy Avalanche | 3GNEC12067G322297 |
| 59 | 2002 | Lee Boy 8500 Asphalt Machine | 2860LD |
| 60 | 2006 | Trail King TK70DGHT Low Boy | 1TKJ0502X6B045682 |
| 61 | 2008 | Komatsu PC45MR3 Mini Excavator | 5050 |
| 62 | 2005 | Chevy C7500 2,000 Gal Water Truck | 1GBL7C1C85F509037 |

**RESOLUTION NO. _____**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF GPE ENGINEERING AND GENERAL CONTRACTOR TO PROVIDE RUBBERIZED TRAIL RENOVATIONS TO CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE A CONTRACT OF SAID COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Village's Procurement Division has prepared an Invitation to Bid (ITB) for specialized contractors that are knowledgeable with "pour-in-place" rubberized mixture for the renovation and repairs of recreational trails; and,

**WHEREAS,** based on the requirements of the ITB, the selected contractor is GPE Engineering and General Contractor; and,

**WHEREAS,** a request is made for the Village Council to approve the selection of GPE Engineering and General Contractor and authorizing the Village Manager to negotiate a contract.

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

**Section 1:** Approving the selection of GPE Engineering and General Contractor and authorizing the Village Manager to negotiate a contract in an amount not to exceed $136,000.00.

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

**PASSED** and **ADOPTED** this ____ day of December, 2015.

Attest:

| | |
|---|---|
| _____ | _____ |
| Meighan J. Alexander | Eugene Flinn |
| Village Clerk | Mayor |

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

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____