

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COUNCIL/VILLAGE MANAGER EXPECTATIONS; PROVIDING AN EFFECTIVE DATE. (Sponsored by Mayor Eugene Flinn)

WHEREAS, the Village Council of the Village of Palmetto Bay believes that an articulation of Council expectations of the Manager, Manager's expectations of the Council, and guidance for managing disputes would be a useful tool in the effective and efficient governance and management of the Village.

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

Section 1. The Council adopts the following document (attached as Exhibit "1") as guidance regarding mutual expectations and dispute resolution.

Section 2. This document constitutes guidance only and is not legally binding as an Ordinance.

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

PASSED and ADOPTED this _____ day of July, 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 _____
- Council Member Tim Schaffer _____
- Council Member Larissa Siegel Lara _____
- Vice-Mayor John DuBois _____
- Mayor Eugene Flinn _____

VILLAGE OF PALMETTO BAY
JULY OF 2015
EXPECTATIONS CONCERNING VILLAGE MANAGER AND VILLAGE COUNCIL

Council's Expectations of the Manager:

All members of the village council will be kept fully advised of the operation of Palmetto Bay. The manager will, fully and without avoidance or evasion, comply with all requirements of the village charter.

The manager will, fully, and without avoidance or evasion, manage the operations of the Village of Palmetto Bay to the highest standards.

The manager will be available to the council members 24/7 – to the extent appropriate under the circumstances.

The manager will prepare a written manager's report to be included in each agenda package.

The manager will prepare and include a manager's budget report, as part of the annual budget.

The manager will keep all members of the council advised on any items that may generate rumor or publicity within the village – Council members will be required to maintain any confidences required under the circumstances. The manager shall not be required to divulge sensitive information to any council member who has previously violated the confidence provision and previously improperly released sensitive information.

The manager will investigate grant opportunities and advise, as needed, the village council members.

The manager will ensure that all audits are unqualified.

The manager will ensure that all public records are available on the village website.

The manager will ensure that the village is kept current on operational best practices.

The manager will stay current with all ethics and managerial practices – can be obtained through attendance with live or via webinar continuing managerial education.

The manager will report on new best practices learned and advise whether they can be incorporated into village practice.

No staff sponsored legislation will be placed on the agenda without a staff report that will provide the following information:

- A. The specific need for the action – “why” this matter needs to be addressed.
- B. Whether the legislation is specially created or is taken from a model code/agreement, etc.
- C. The financial impact including:
 1. Immediate budget impact;
 2. Whether this item creates a recurring expense impact on the budget;
 3. Whether this item qualifies for any grants; if so, the impact of accepting such grants; e.g., restrictions on use.

The manager will be available to meet separately with each council member to discuss agenda the week prior to the meeting covering that agenda.

Manager will work separately with each council member to ensure that each council member has the opportunity to timely and properly have items placed on the village agenda.

Manager's Expectations of the Council:

The members of the village council shall:

- Remain accessible to the manager for communication as appropriate.
- Meet directly with the manager and not through intermediaries.
- Council members will be available to manager to discuss items for the agenda in order to allow for a quality product being prepared for any future agendas.
- Keep the manager advised of any and all issues they become aware of through ongoing contact with the public.
- Keep the manager full advised of their own concerns on a timely and ongoing basis.
- Be responsive to the village manager and provide ongoing updates of clear policy directive.

The members of the village council shall not:

- Withhold any information from the manager important to the operation of the village.
- Request that the manager withhold any information from other council members.
- Cross communicate regarding the manager or attempt to use the manager as an intermediary in any manner that may be viewed as to violate the Florida Sunshine Law.
- Engage in rumor and any action to undermine the manager's duties or operation of the village.
- Promise or suggest actions to be taken by the manager to or on behalf of any third parties.
- Commit the manager to any public or private meeting without prior consultation and consent of the manager.
- Communicate with any employees or department directors regarding operational matters.
- Release (directly or indirectly) any information that is protected by privilege or is not appropriate for public disclosure.
- Commit village assets or funds to any group or member of the public except through action taken at a properly notice village council meeting.

Managing disputes:

In the event that any council member has concerns or issues with the performance or actions of the village manager, the manager and that council member shall:

1. Meet to discuss the issue.
2. If unresolved, will meet again with the village manger and the village attorney to discuss and attempt to resolve the situation.
3. If unresolved, that council member or the manager each has the independent right/obligation to bring the matter before the entire village council to resolve the issue/dispute.
4. The manager has the right to expect any issues, real or perceived, to be timely brought to his or her attention so that they may be timely addressed. This is specifically opposed to the matter being withheld until performance evaluation(s).



To: Honorable Mayor and Village Council

Date: July 6, 2015

From: Edward Silva, Village Manager

Re: FY 2015-2016 Maximum
Millage Rate and Budget
Hearings

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD-VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FISCAL YEAR 2015-2016; FURTHER DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The procedures and timetables for taxation and the establishment of the Village budget are governed by a series of rules of both the State of Florida and Miami-Dade County. These rules are generally referred to as TRIM (Truth in Millage) rules. This resolution deals with three (3) important TRIM rules – establishment of the maximum millage rate, rollback millage rate, and the scheduling of formal budget public hearings.

Maximum Millage Rate:

A primary source of revenue for municipal government is the property or ad valorem tax base. Property taxes apply to commercial and residential real property, and also commercial personal property. The rate at which property is taxed is referred to as the millage rate. The amount of taxes paid by a property owner is determined by multiplying the millage rate times each \$1,000.00 of assessed property value.

Local jurisdictions are required, at the beginning of the budget process, to establish a maximum millage rate. This rate will be advertised by the Village and also mailed by the Miami-Dade Property Appraiser. The initial maximum rate may be decreased by the Village Council during the budget process, but it cannot be increased except under extraordinary circumstances.

The Miami-Dade County Property Appraiser has estimated the Taxable Value within the Village of Palmetto Bay at approximately \$2,551,313,193. This valuation represents a 3.62% increase from Fiscal Year 2014-15 level of \$2,462,237,138.

It is important to highlight that while the total market value of property within the Village might have increased, this is not necessarily reflected in an individual homeowner's assessment. Homeowners are taxed based on the assessed value of their home, as compared to the appraised or fair market value of their home. Changes in the overall assessment are due primarily to three factors: new construction, resale of existing homes, and increased value of commercial property now capped at 10%. A Palmetto Bay homeowner may have realized a 3.62% increase in the market value of their home this past year, but the assessed value will only increase by the lesser of 3% or the Consumer Price Index (CPI), which is 0.8% as of December 2014. The Save Our Home (SOH) recapture clause, allows the assessed value to increase as long as the market value is not exceeded. Palmetto Bay homeowners that have owned their property for a long time generally have a larger spread between their assessed value and market value, and therefore might still see an increase in the assessed value.

Budget Hearing Schedule:

The Village is required to hold two formal Budget Public Hearings. There are guidelines on when these hearings must be held. Additionally, a local municipality cannot hold a budget hearing on the same date as either the County or the School Board. There are also special advertising requirements for these hearings. The Village Charter requires that the budget be adopted no later than September 30.

It is recommended, given these constraints, that the following schedule be established:

First Budget Hearing	Monday, September 8, 2015 7:00 PM	Village of Palmetto Bay Municipal Center 9705 E Hibiscus Street Palmetto Bay, FL 33157
Second Budget Hearing	Monday, September 21, 2015 7:00 PM	Village of Palmetto Bay Municipal Center 9705 E Hibiscus Street Palmetto Bay, FL 33157

FISCAL/BUDGETARY IMPACT:

Administration is recommending using the current millage rate of 2.4470 as the maximum millage for Fiscal Year 2015-2016.

RECOMMENDATION:

Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FISCAL YEAR 2015-2016; FURTHER DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE MIAMI-DADE COUNTY PROPERTY APPRAISER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village has received the Certification of Taxable Value from the Miami-Dade County Property Appraiser; and

WHEREAS, the Village is required under State Statutes to establish and furnish to the Property Appraiser the proposed maximum millage rate and the dates, times and location(s) at which public hearings will be held to consider the FY 2015-2016 millage rate and budget; and,

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

Section 1. The proposed maximum millage rate for the Village of Palmetto Bay for FY 2015-2016 is established at 2.4470 mills, which is \$2.4470 for each \$1,000.00 of assessed property within the Village of Palmetto Bay.

Section 2. The proposed date and place of the first and second public hearings are scheduled as follows:

First Budget Hearing	Monday, September 8, 2015 7:00 PM	Village of Palmetto Bay Municipal Center 9705 E Hibiscus Street Palmetto Bay, FL 33157
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Second Budget Hearing	Monday, September 21, 2015 7:00 PM	Village of Palmetto Bay Municipal Center 9705 E Hibiscus Street Palmetto Bay, FL 33157
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Section 3. The Village Clerk is directed to file the original certification of Taxable Value and a certified copy of this resolution to the Property Appraiser.

Section 4. This Resolution shall take effect immediately upon enactment.

PASSED and ADOPTED this 13th day of July, 2015.

Attest: _____
Meighan Alexander, CMC
Village Clerk

Eugene Flinn
Mayor

APPROVED AS TO FORM:

Dexter 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

Date: July 6, 2015

From: Edward Silva, Village Manager

Re: Resolution Adopting AIPP
Advisory Board
Recommendation

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION FROM THE AIPP ADVISORY BOARD TO APPROVE THE PUBLIC ART WORK ENTITLED "THALATTA" AS DESIGNED BY MICHAEL MCLAUGHLIN, TO INSTALL PUBLIC ART AT THALATTA PARK, LOCATED AT 17301 OLD CUTLER ROAD; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATION TO PURCHASE THE PUBLIC ART WHICH SHALL BE PAID THROUGH THE ART-IN-PUBLIC PLACES FUND IN AN AMOUNT NOT TO EXCEED \$40,000; AND PROVIDING AN EFFECTIVE DATE.

UPDATE:

This item was originally set on the June 1, 2015 agenda. No decision was made at that time. The item is back before the Mayor and Village Council for their consideration.

BACKGROUND AND ANALYSIS:

On October 1st, 2007, the Mayor and Village Council established the Art-in-Public Places Program (AIPP) via Ordinance 07-05, designed to encourage pride in the community, increase property values, enhance quality of life through artistic displays, unite the community through shared cultural experiences, and create a cultural legacy for future generations through the collection and exhibition of high-quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts, documents and memorabilia.

This memorandum addresses the above resolution relating to the Village's Art-in-Public Places Program (AIPP) and delineates the recommendation issued by the AIPP Advisory Board to accept the proposed public artwork entitled "Thalatta" as designed by Michael

Mclaughlin's, dated stamped received October 31st, 2014, to be installed at Thalatta Park, located at 17301 Old Cutler Road.

A public call was issued through a Request for Qualifications (RFQ No. 1314-07-001) to artist. Although the call was published both locally and nationally, only one artist responded. That candidate was selected to design a proposal incorporating an artistic public art element to the grounds of Thalatta Park, in which each artist received a stipend in the amount of \$1,000 for the proposed designs.

On April 15, 2015, the artist presented five (5) design proposals before the AIPP Board. The Board then reviewed and scored the design proposal(s) submitted. After some deliberation, the AIPP Board ultimately chose to forward three (3) of the designs to the Mayor and Village Council for their final consideration. The result of the AIPP Advisory Board is provided in Attachment 1.

Consistent with the AIPP Board's recommendation, it is recommended that the Village Manager be authorized to enter into negotiations with Michael Mclaughlin, for the purchase and installation of his proposal titled "Thalatta", dated stamped October 24th, 2014. The Village Manager shall present the finalized draft contract to the Village Council for formal review and approval.

FISCAL/BUDGETARY IMPACT:

Funding is available and budgeted for this item under "Art-in-Public Places Funds" in an amount not to exceed \$40,000.

RECOMMENDATION:

Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATION FROM THE AIPP ADVISORY BOARD TO APPROVE THE PUBLIC ART WORK ENTITLED "THALATTA" AS DESIGNED BY MICHAEL MCLAUGHLIN, TO INSTALL PUBLIC ART AT THALATTA PARK, LOCATED AT 17301 OLD CUTLER ROAD; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATION TO PURCHASE THE PUBLIC ART WHICH SHALL BE PAID THROUGH THE ART-IN-PUBLIC PLACES FUND IN AN AMOUNT NOT TO EXCEED \$40,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 1st, 2007, the Mayor and Village Council established the Art-in-Public-Places Program (AIPP) via Resolution 07-05, designed to promote the general welfare by encouraging pride in the community, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts, documents and memorabilia; and

WHEREAS, as part of the program, the Arts in Public Places Board was created to oversee the public education, and curatorial aspects of the program; and

WHEREAS, a public call was issued through a Request for Qualifications (RFQ number 1314-07-001) to artists with the intent to install public art at Thalatta Park, located at 17301 Old Cutler Road; and

WHEREAS, on December 10th, 2014 the Board reviewed and scored the submitted RFQ, selected Michael Mclaughlin's, and awarded a stipend in the amount of \$1,000 for conceptual designs; and

WHEREAS, on April 15, 2015, the artist presented five (5) design proposals to the AIPP Board of which the Board selected three for the Mayor and Village Council to consider; and

WHEREAS, pursuant to Section 30-160.5 "Selections of Works of Art", the AIPP Advisory Board has determined that the proposed public artwork meets the general criteria of the AIPP program in that the proposed public artwork is found to be appropriate to the site and the surrounding neighborhood and further determined that the proposed artwork would not be "intrusive" to the neighborhood; and

WHEREAS, the AIPP Advisory Board found the proposed location to be highly visible and accessible to pedestrian, visitors, and that it reflects the cultural diversity of the Village and South Florida; and,

WHEREAS, the Mayor and Village Council desire to approve the selection of McLaughlin's project entitled "Thalatta" to be installed at the Thalatta Park and authorize the Village Manager to begin negotiations with Michael McLaughlin, in order to come back to the Village Council with a negotiated draft contract for review and approval.

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

Section 1. The Mayor and Village Council hereby select the following artist and art proposal subject to final approval by the Mayor and Village Council of a negotiated draft contract: _____ to be installed at Thalatta Park located at 17301 Old Cutler Road. The selection is conditioned upon the following conditions, as provided in the AIPP Ordinance:

1. That a plaque or equivalent form of permanent signage acknowledging the artist, other design professionals involved in the project and the Village of Palmetto Bay must be sited in a publicly accessible location near the art work. The physical dimensions of the plaque should allow for the utmost legibility of the information contained on it, and should vary appropriately with the scale of the artwork and the site. It should not, however, intrude on the physical artwork. The plaque should include:

Name of Artist(s)
Title of Art Work
Date of Art Work Completion
AIPP Advisory Board
Village of Palmetto Bay Art-in-Public Places Collection

Final plaque layout shall be subject to the Department of Planning and Zoning approval.

2. That the proposed public artwork shall comply with the requirements of all other applicable departments/agencies as part of the Village of Palmetto Bay building permit submittal process.

Section 2. The Village Manager is authorized to negotiate an agreement with the selected artist to provide for the execution and installation of the proposed artwork in an amount not to exceed \$40,000.

Section 3. Should said negotiations be successful, the Village Manager shall bring the negotiated draft contract to the Village Council for review and approval.

Section 4. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this ____ day of July, 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 _____

Michael McLaughlin
Bronze Sculpture
81 Torrington Heights Road.
Torrington, Connecticut 06790 USA
(860)459-7949
contact@mjmssculpture.com

Please Visit Our Website At
www.mjmssculpture.com

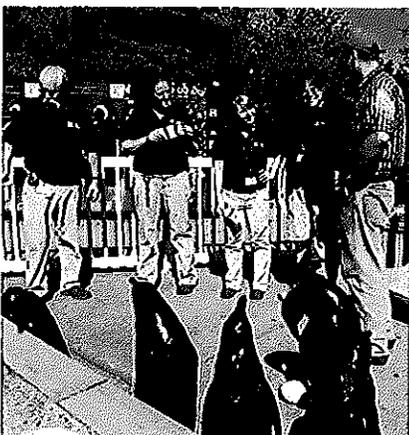
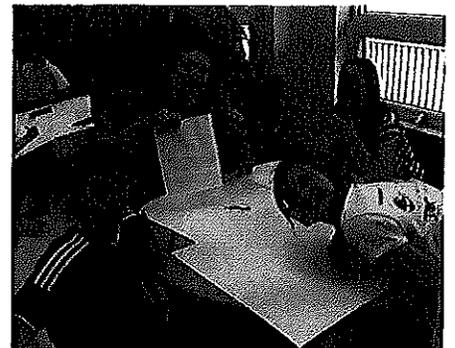


Ask us about our Community Engagement Programs!

A successful public art project is not simply a question of what an artist envisions in any given space. Under the best of conditions, public artists will find themselves working and learning from resident citizens, administrators, advisory committees, architects, historians and engineers. (to name just a few!) All contribute their personal, creative and professional insights.



For me, the greatest joy is when this kind of earnest, collaborative work results in a unique discovery that imparts a new awareness. Very often the outcome is a reflective expression that serves its community tomorrow (as well as today and yesterday).



Michael McLaughlin
Bronze Sculpture
31 Torrington Heights Rd.
Torrington, Connecticut 06790 USA
(860) 459-7949
contact@mjmssculpture.com

Please Visit Our Website At:
www.mjmssculpture.com

Proposed Project Budget : 40K
Thalatta Estate
2015

Conceptualization and Development -N/A

Production - \$24,000

Shipping - \$2,500

Installation - \$10,000

Insurance - \$1,500

Engineering Fee - \$2,000

Conceptualization and Development- Through the discussion and use of visual materials, (which will include drawings, and maquettes), the parameters of project, i.e. scale, placement, estimated production schedule and projected requirements will be agreed upon.
(Administrative documentation is included)

Production- The artist and team will make a full scale model/s or prototype, which will be cast into bronze. Upon completion of foundry work, the sculpture will be shipped to the artists' studio where the fabrication process will continue. This will include welding, metal finishing and patination.

Shipping / Transportation- Contracted Freight Handler/s (Insured/Bonded)

Site Preparation- Specific preparations will be necessary at the installation site.

Installation- Due to the scale and weight of the artwork, it may/not be necessary to utilize specialty equipment/riggers for final on-site installation.

RECEIVED
Zoning Department
3/25/2015

Village of Palmetto Bay
Building & Zoning Department

By:



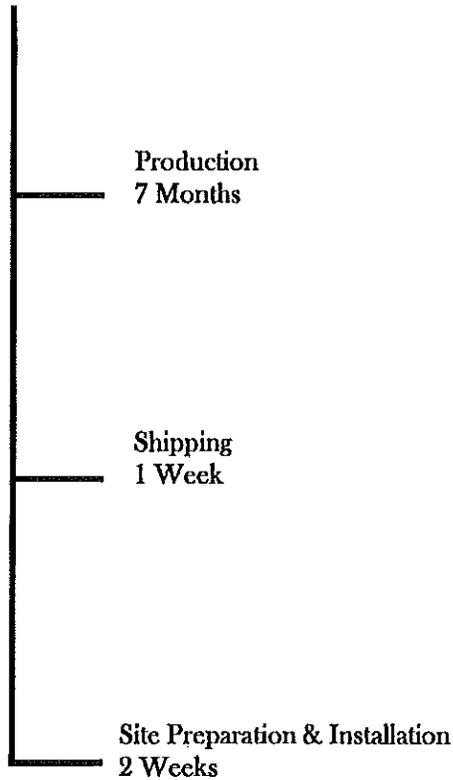
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Project Development / Production Schedule Timeline



Conceptualization & Development
N/A



Estimated Project Duration : 8-12 Months

RECEIVED
Zoning Department
3/25/2015

Village of Palmetto Bay
Building & Zoning Department

By: 

Michael McLaughlin

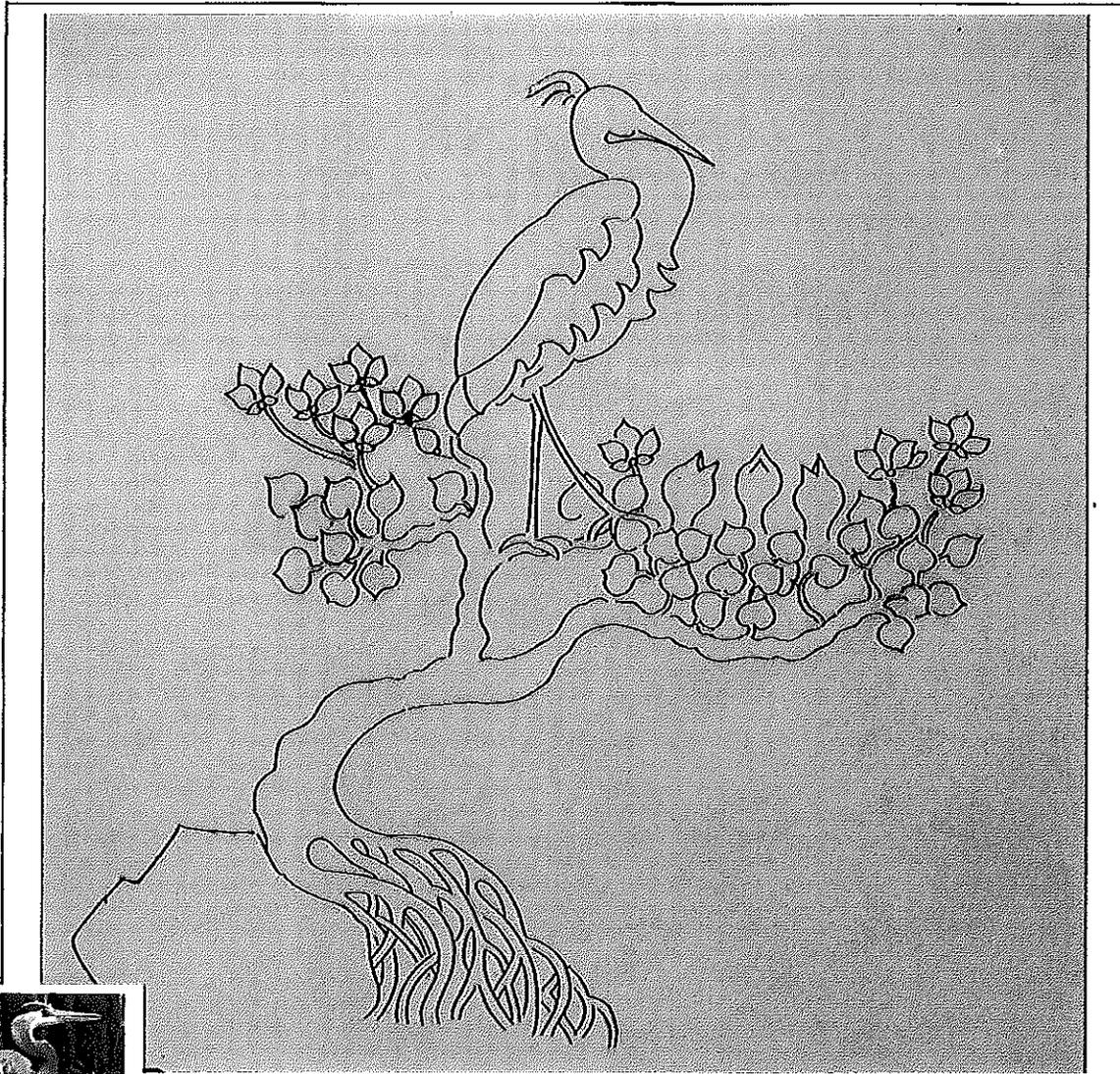
Bronze Sculpture

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"Thus for each and every thing,
Depending on these roots,
The leaves spread forth.
Trunk and branches share the
essence; revered and common, each
has its speech."

RECEIVED
Zoning Department

3/25/2015

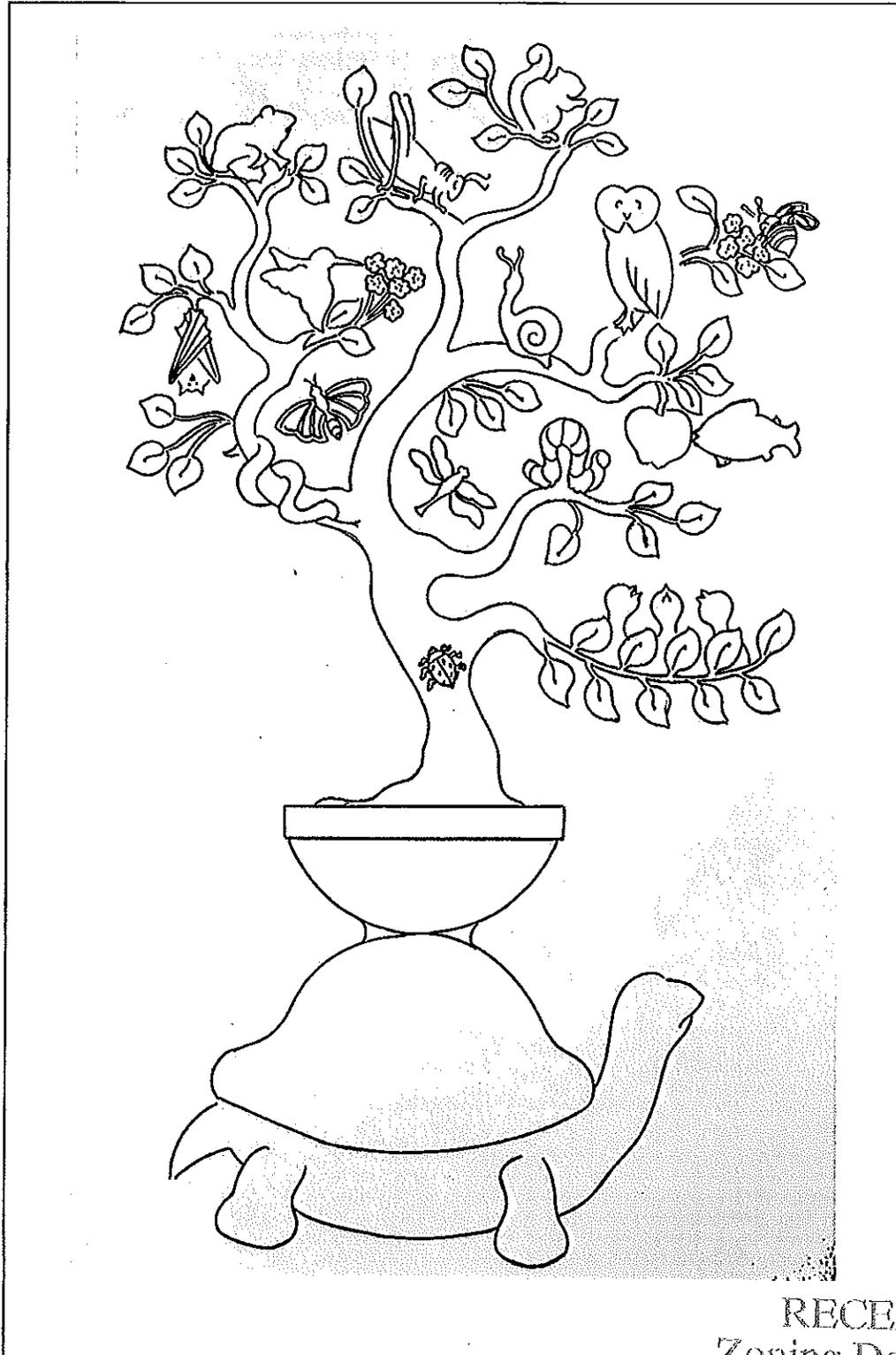
Village of Palmetto Bay
Building & Zoning Department

By: 

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2



Trees in themselves offer sustenance to us. They provide that precious ingredient of oxygen that is the source of our breath.

RECEIVED
Zoning Department

3/25/2015

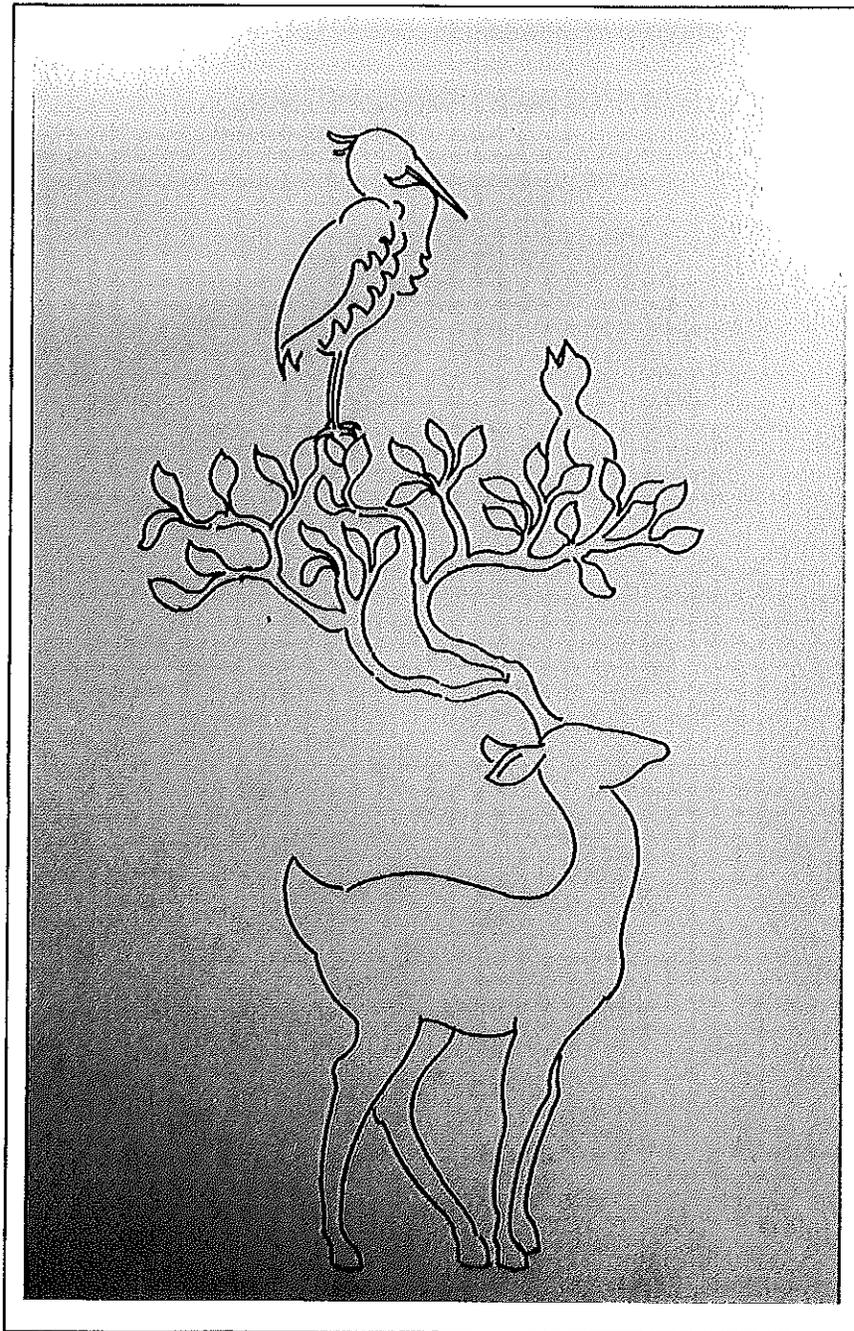
Village of Palmetto Bay
Building & Zoning Department

By: *[Signature]*

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3



"There is no bird that flies knowing the limit of the sky"
-The Sandokai

RECEIVED
Zoning Department
3/25/2015

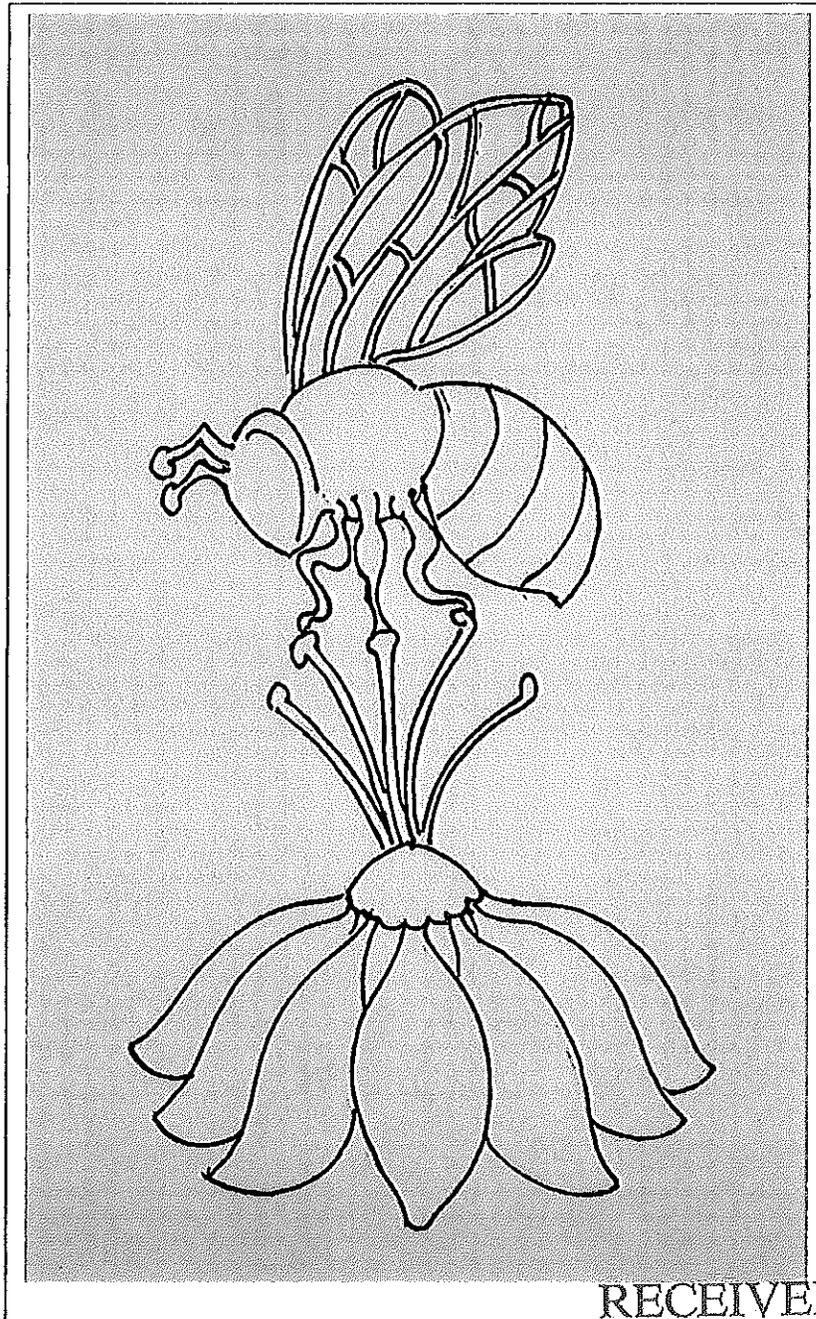
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4



RECEIVED

Zoning Department
"To make a prairie it takes a clover and one bee."
-Emily Dickenson

3/25/2015

Village of Palmetto Bay
Building & Zoning Department

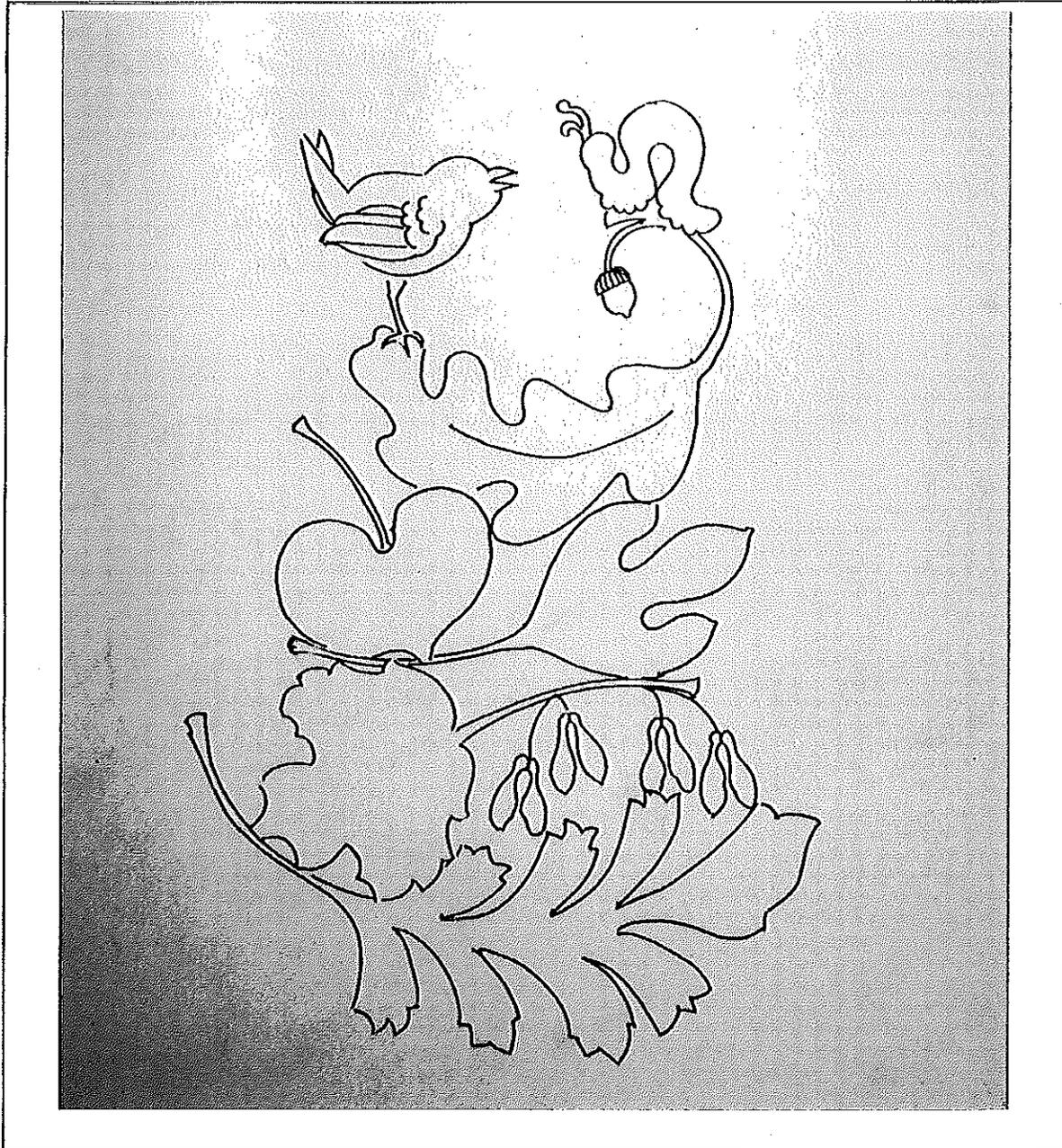
By:

A handwritten signature in black ink, appearing to be 'J.M.' or similar, written over the 'By:' label.

Michael McLaughlin
Bronze Sculpture
81 Torrington Heights Road.
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5

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www.mjmsculpture.com



"No leaf ever falls in the wrong place."



RECEIVED
Zoning Department

3/25/2015

Village of Palmetto Bay
Building & Zoning Department

By: 

Michael McLaughlin
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Torrington, Connecticut 06790 USA
(860) 459-7949
contact@mjmssculpture.com

Please Visit Our Website At:
www.mjmssculpture.com



500-600 lbs
Bronze
6+ ft. tall



To: Honorable Mayor and Village Council Date: July 6, 2015
From: Edward Silva, Village Manager Re: Executive Summary of the
Land Use Capacity Study

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE DOWNTOWN REDEVELOPMENT INITIATIVE; RECEIVING THE LAND USE CAPACITY STUDY, AS PREPARED BY KIMLEY-HORN, FOR THOSE LANDS WITHIN THE STUDY AREA OF THE VILLAGE'S DOWNTOWN; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The following is an abridged executive summary of the findings of the Downtown Capacity Study (Land Use Concurrency Analysis) prepared by Kimley-Horn. The infrastructure evaluated in the report includes potable water, sanitary sewer, storm water, solid waste, and park facilities. The parameters of the study conform to the projected demand (capture rate) anticipated by the Lampert Market Study and the urban framework assumed by the Marlin Engineering Traffic Study. Consistent with the prior studies, the analysis assumes the development of 1.4 million square feet of commercial space and 5,389 residential units within five (5) sub-districts over a three (3) phased period with horizons of 10, 20, and 30 years. The current, adopted land use permits up to approximately 4 million square feet of commercial and approximately 3,000 residential units. As reflected in the land use study, the current land use designation over anticipates commercial and under anticipates residential demands. Analysis of each infrastructure category is provided in greater detail within the study based on the Village's adopted level of service (LOS) standards.

Potable Water

The Village of Palmetto Bay is located within the Alexander-Orr Sub-Area and Water Treatment Plant Boundaries. The plant's existing capacity exceeds its demand by approximately 19 million gallons per day (MGD). The plant has a permitted capacity of an additional 24 MGD. At full buildout, the downtown would demand a Peak Factor¹ of approximately 3.5 MGD. Absorption of capacity is first come first serve. Certain upgrades

¹ Peak Factor is the maximum daily water usage potential of any use multiplied by 2.4.

in the underground piping may be required as properties are developed. Providing those improvements will be the responsibility of the developer seeking to improve a property.

Sanitary Sewer

Miami-Dade County policies direct development towards areas able to be served by the waste water sanitary system. The Village's downtown is connected to that system and capacity exists at the treatment plant. The downtown district is served by five (5) public pump stations. Each pump station has sufficient capacity to support development through the second phase development timeline. With the exception of the PS 30-0732 which serves the North Mixed Use area, capacity begins to fall short towards the out years of Phase 3. This result is driven in part by demand coming online within the Island and Perimeter districts. The remedy would be a pump station dedicated the Island District and redirecting flow within the Perimeter and Central Mixed Use areas. Some additional, underground infrastructure may be required within select areas dependent on the scale and timing of development. New lines will likely be needed along Franjo Road for the development that is anticipated within the next 5-10 year horizon.

Stormwater

The Village of Palmetto Bay has an updated Stormwater Master Plan which evaluated and prioritized infrastructure improvements throughout the Village. There are few localized portions of the downtown area are experiencing some minor ponding. It is anticipated those deficiencies will be corrected by a builder at the time of development. All new development is required to comply with stormwater concurrency.

Solid Waste

The Village of Palmetto Bay's solid waste is handled by Miami-Dade County. The study found no deficiencies in the solid waste services based on projected demand through all three (3) phases.

Parks and Recreation

The Village of Palmetto is currently served by approximately 735 acres of park lands. These lands include passive, active, and conservation areas. The resulting level of service (LOS) provided is approximately 30 acres per 1,000 residents. Required park LOS per the Village's Comprehensive Plan is 5 acres per 1,000 residents. However, urban style parkland should be encouraged within the downtown area as the district begins to meet its projected development demand. A successful and sustainable downtown is facilitated when parks and open spaces are in close proximity to its residents

FISCAL/BUDGETARY IMPACT:

None.

RECOMMENDATION:

Approval.

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, RELATING TO THE DOWNTOWN REDEVELOPMENT INITIATIVE; RECEIVING THE LAND USE CAPACITY STUDY, AS PREPARED BY THE KIMLEY-HORN, FOR THOSE LANDS WITHIN THE STUDY AREA OF THE VILLAGE'S DOWNTOWN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 23, 2014 Resolution No. 2014-08 was adopted and the Village entered into an agreement with Kimley-Horn to conduct a land use capacity study for the future Downtown Palmetto Bay area; and

WHEREAS, the purpose of the study is to assess the capacity of the existing infrastructure (potable water, sanitary sewer, storm water, solid waste, and park facilities) to support potential development within the downtown area; and

WHEREAS, the capacity study as prepared by Kimley-Horn, reflects available capacity of existing infrastructure and identifies needs that would facilitate full build-out of the downtown area; and

WHEREAS, the findings and recommendations deriving from the study are attached herein to this resolution; and

WHEREAS, the Mayor and Village Council receive the capacity study completed by Kimley-Horn.

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

Section 1. The above whereas clauses are incorporated into this resolution by reference.

Section 2. The final Capacity Report attached hereto as Attachment A, is hereby received by the Mayor and Village Council.

Section 3. This Resolution shall become effective upon the date of its adoption herein.

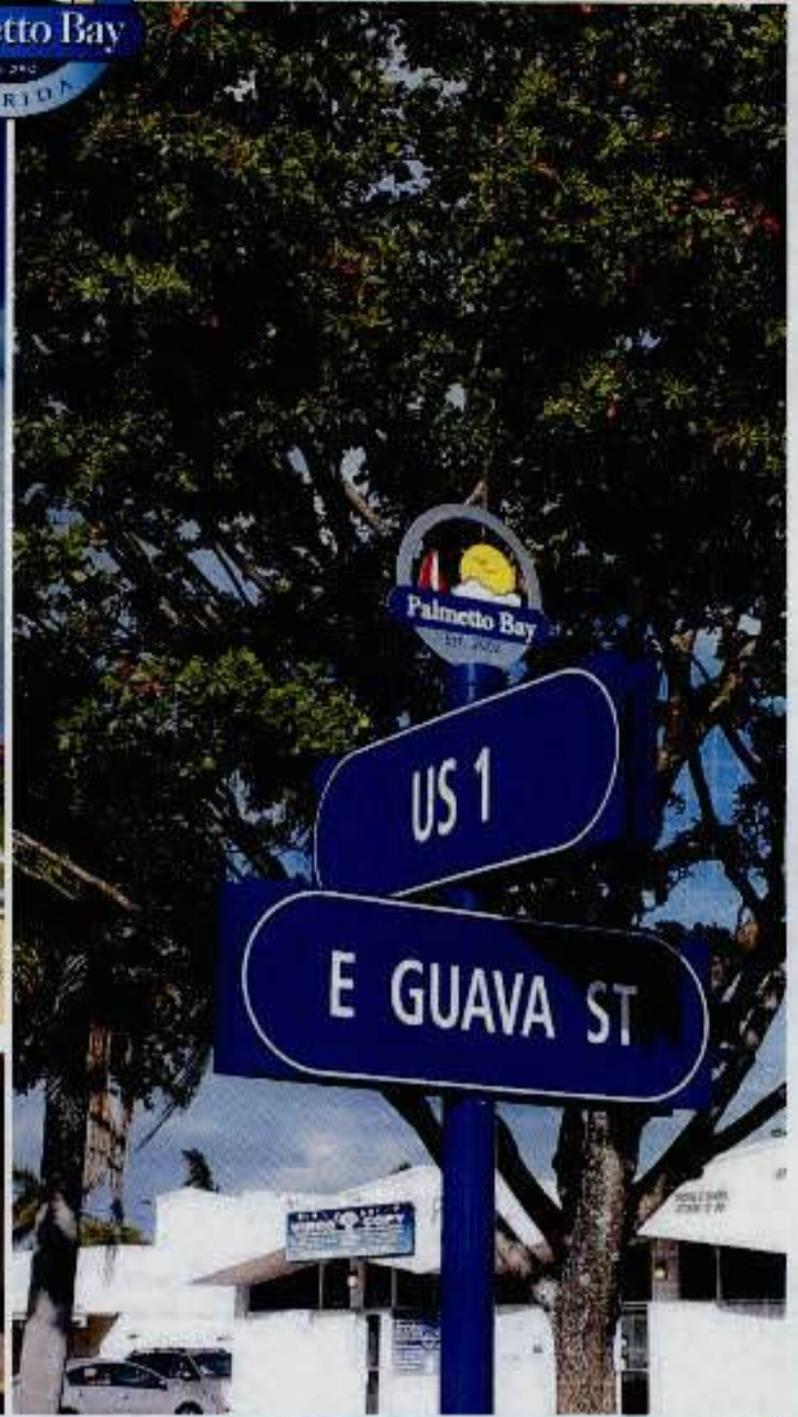
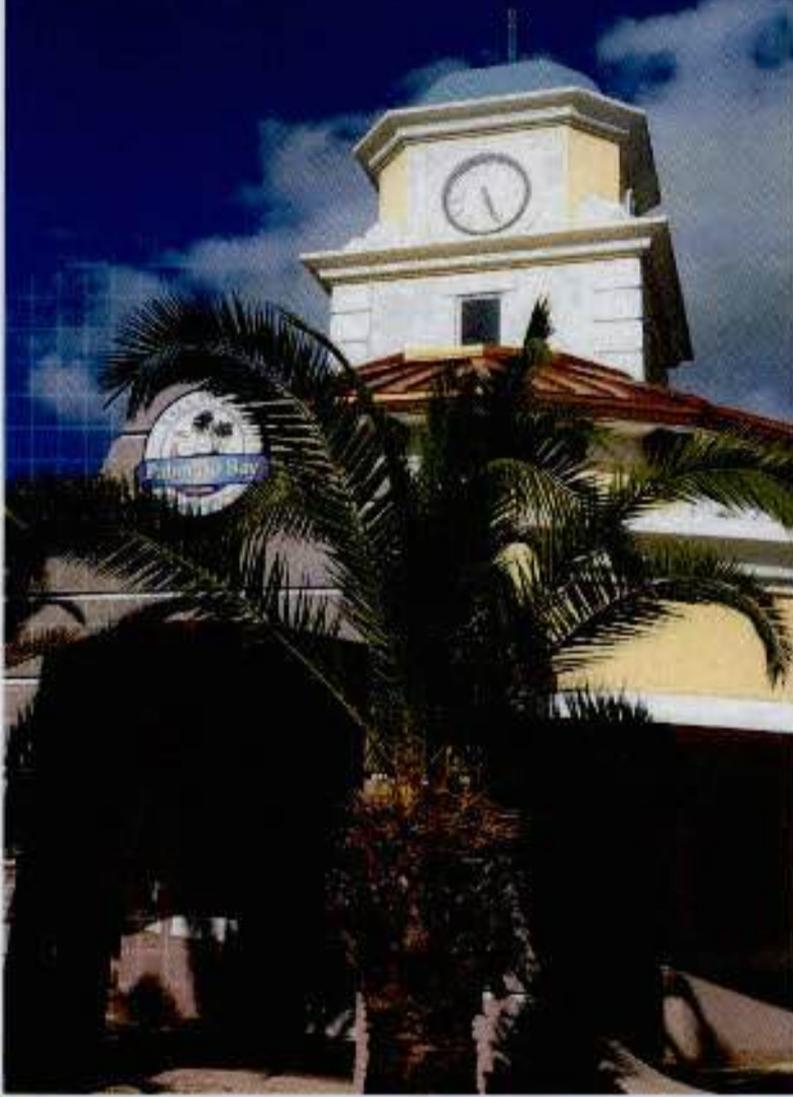
PASSED AND ADOPTED this _____ day of July, 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor



VILLAGE OF
PALMETTO BAY
Franjo Triangle & Island (FT&I) District



LAND USE ANALYSIS

Prepared by

Kimley»Horn

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF ANY IMPROPER RELIANCE ON THE DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

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Village of Palmetto Bay FT&I District

SECTION 1 – EXECUTIVE SUMMARY

INTRODUCTION

In the summer of 2013, The Village of Palmetto Bay assembled a team of local residents and professionals with expertise in the area of real estate and land development to explore initiatives that would facilitate the creation of a mixed use Downtown Core. The Downtown Redevelopment Task Force (DRTF) met over a period of year and arrived at a broad concept that built upon a previous initiative which established the Franjo Triangle & Island (FT&I) District. The FT&I District was the key focus area within which the DRTF concentrated their efforts with the desire to put a comprehensive approach in motion to revitalize and transform the existing area. This effort resulted in recognition by the Mayor and Village Council to explore an integrated plan that recognizes land use, infrastructure, transportation, market analysis and jobs creation in the overall development of a vibrant downtown area.

The purpose of this Land Use Analysis in the form of a Special Area Plan (SAP) is to identify infrastructure capacity necessary to support future development within the Downtown Area. The SAP is also intended to provide some generalized, guiding principles in the development of the area pending acceptance and approval by the Village Council. The findings of the study will serve as a planning tool for the Village to effectively coordinate land use and development and identify appropriate residential densities and commercial intensities within the identified (targeted) downtown core area of the Village.

The study area is located within the southwest portion of the Village of Palmetto Bay, along US 1 (Dixie Highway), SW 158th Lane, SW 184th Street and SW 94th Avenue, encompassing approximately 160 acres, including right-of-way (see Figure 1).

Figure 1: Proposed Franjo Triangle Island District



Village of Palmetto Bay FT&I District

Existing Urban Form

Although this area has developed in a suburban development pattern and oriented towards vehicular movements, further auto-centric uses and development patterns are discouraged in order to improve the area's multi-modal opportunities.

The urban form of the FT&I, as it currently exists contains no consistent design characteristics or theme. These inconsistencies with the existing urban form present a visual disconnect between services and businesses residing adjacent to one another within the District. The buildings range from design patterns prominent in the 1970's and 80's to more recent, retail design standards and treatments. Due to the lack of architectural guidelines within the corridor, this area has developed consistent with standard suburban type corridors with a variety of architectural themes, building designs, materials, signage and other site features. These properties also feature limited landscaping and buffering, limited interconnectivity between parcels, and standard suburban development patterns where parking facilities are generally located in the front yards between the building and the main roads. The corridors reviewed as potential development and redevelopment areas are primarily high intensity use corridors with supporting, established residential and limited, mixed-use areas. As such they do not contribute to the overall quality of development envisioned by the Village.

Special Area Plan

A core component of this SAP is to explore economic development and redevelopment opportunities within the Downtown Area utilizing incentives to achieve a more compact, mixed-use form of development (for the purposes of this analysis, the terms "Downtown Area" and "Franjo Triangle Island (FT&I)" are understood to be synonymous and may be used interchangeably). To achieve the objectives of the Plan as noted on page 5, the SAP recommends the creation of a new land use designation within the Village's Comprehensive Plan that aims to facilitate redevelopment in the Downtown Area. The proposed land use category is intended to be consistent with the vision and development pattern identified by the Village through the DRTF workshops and community meetings. The recommendations and strategies developed as part of this SAP are intended to be reviewed consistent with the Village of Palmetto Bay planning requirements.

The approval of the SAP will result in the need to coordinate and integrate the recommended guidelines and policies, within this plan, with the following planning documents and agencies, including:

- Updating the Village of Palmetto Bay's Comprehensive Plan to include an Activity Center District category, defining specific density and intensity standards for the Downtown Area;
- Amending the Village of Palmetto Bay's Future Land Use Map (FLUM), reflecting the District boundaries;
- Adopting land development regulations (LDRs) to apply specific standards to the proposed District.

The recommendation to prepare a subsequent land use amendment is based in part on the Village's current land use designations (Comprehensive Plan and FLUM), and zoning standards, including limitations on uses. While some of the current designations permit both residential and non-residential development, the level of entitlements is limited to a respective property (i.e., size/acreage, etc.). Significant portions of the area are developed; however, a majority of these properties are generally understood to be "underdeveloped" in that they are not achieving their full development potential based on the land use entitlements currently permitted by the code. By creating opportunities and development incentives including the transfer of development rights or similar program, the Village can have the ability to offer development incentives and, more importantly, the flexibility to assign sub-district wide density and intensity standards. A key opportunity to implement the Vision lies in promoting economic development through the redevelopment of the underutilized properties.

This area is intended to serve as the Village's main focus for future development and redevelopment consistent with its location along the strategic transportation corridor. Furthermore, this area is suitable for higher intensity employment, commerce and residential activities in support of multi-modal transportation options and that will maximize existing services and facilities.

Village of Palmetto Bay FT&I District

The information and strategies contained within the SAP for the Downtown Area have been developed using available data and analysis, existing and projected market conditions (expectations), stakeholder interviews, and the application of sound planning and development tools that are necessary for successful redevelopment. As identified in the Lampert Market Study, there is a projected demand for a new development with the proposed Activity Center capable of supporting a mix of residential and non-residential development in a compact, urban setting. Based on that market study, and the associated traffic and transportation analysis performed by Lampert Advisory and Marlin Engineering; respectively, the following levels of development are anticipated by the Village over and above the currently adopted future land use designations:

- Non-Residential - Total net new non-residential demand of over 1.14 million square feet, including retail, office, and hotel;
- Residential – Total net new residential demand of over 2,300 residential units; mix of for-sale and rental.

Per the currently adopted future land use map and land use designations, there is the potential for approximately 3,400 residential dwelling units and over 4,000,000 square feet of non-residential development (existing development potential). However, as regulated per the current land use designations, achieving such a build-out is unlikely.

Based on the Market Analysis and Traffic Impact Analysis prepared for the Village, the FT&I is anticipated to be developed in three (3) development phases of 2025, 2035 and 2045. For analysis and generalized identification purposes, FT&I is delineated into five (5) key areas of analysis or sub-districts. These sub-districts are referenced as the Central Business District (CBD) Core, Central Mixed Use, North Mixed Use, Perimeter, and US-1 Island.

The three (3) phases are generally defined as follows including the respective sub-district(s) and type/amount of development:

Phase 1 (2025)

CBD Core:	1,320 Multi-family residential
	132,000 square feet Retail/Office

Phase 2 (2035)

Central Mixed Use:	745 Multi-family residential
	53,426 square feet Retail/Office

Phase 3 (2045)

Perimeter:	450 Multi-family residential
	268,860 square feet of Retail/Office
North Mixed Use:	550 Multi-family residential
	286,015 square feet of Retail/Office
US-1 Island:	2,324 Multi-family residential
	826,246 square feet of Retail/Office

Based on these development totals, the sub-districts and the projected phasing, an analysis was prepared to identify changes in impacts to infrastructure and also identify areas of possible deficiencies. Section 2 of this plan provides a detailed breakdown of the proposed new development summarized above with regard to public infrastructure (potable water, sanitary sewer, stormwater, solid waste and parks & recreation facilities). In summary, the analysis indicates an overall net change (reduction) in the key indicators necessary for development including potable water and sanitary sewer demands as compared to the existing levels of entitlements. This is not intended to infer that facilities are

Village of Palmetto Bay FT&I District

currently sized to accommodate the above levels of development or that facilities exist in all portions of the study area. While potable water supply is sufficient within the study area specifically Phase 1, water lines are not currently located within or adjacent to all properties or may be undersized to serve the anticipated level of development. Phase 1/CBD Core includes water service lines ranging in size from 2" and 4" south of SW 180th to 12" extending along Franjo Road. The expansion or upsizing of water lines may be required, depending on location, to support the necessary increased water supply volumes and fire protection requirements typically necessitated by increased development levels. Figure 4 identifies the current location and size of the potable water system.

Likewise, sanitary sewer service is present within the FT&I; however, portions of the existing system would need to be expanded and or improved to accommodate the proposed development. As exhibited in Figure 5, the Phase 1/CBD Core has limited sanitary sewer service with sewer lines currently located along E. Indigo Street, E. Hibiscus Street, E. Guava Street and a limited portion of Franjo Road. A force main is also located in the northern portions of Palmetto Bay Park. This sub-district is currently served by one (1) public pump station which also provides service to a portion of the US-1 Island sub-district. Based on the full build-out of Phase 1 (i.e., CBD Core sub-district) along with the portion of the US-1 Island sub-district, the public pump station serving this area is estimated to be over capacity by approximately 40,000 gallons per day (GPD). As noted above, Phase 1 includes the CBD Core sub-district while Phase 3 includes the US-1 Island sub-district. This would result in the need to either expand the capacity of that portion of the sanitary sewer system by redirecting sewage flows to another public pump station for the US-1 Island sub-district, freeing up capacity in that pump station and its service lines or the installation of an additional pump station within the sub-district. Portions of the CBD Core sub-district could also be redirected; however, that action is not recommended at this time.

Information regarding the potential infrastructure improvements limited to water, wastewater and urban-type parks is provided in Section 2. It should be noted that although the ultimate build-out of the District may require the installation of certain larger infrastructure (i.e., pipes), the respective agency(s) may not permit the installation of the maximum size infrastructure and may instead require the installation of infrastructure in a phased approach with incremental "upsizing" of infrastructure based on potential concerns with loss of water pressure and/or stagnant flows. Specific to parks and open space facilities, the Village currently is currently and will continue to exceed at full buildout, its adopted Level of Service and required acreage for recreational facilities.

Section 3 provides an overall generalized summary of future guiding principles and strategies. In addition, the following principles are understood to be key in the development and redevelopment of the FT&I. These principles are inherently understood to serve as the basis for a portion of the analysis, and are reflected in the future development strategies included in Section 3:

- Infill development will replace older existing uses that are no longer competitive and or potentially compliant with the current Village regulations.
- Define (create) the Village's urban core and "downtown" area, and
- Increase development opportunities through effective development strategies and programs.

SAP Key Objectives

The SAP identifies a number of key objectives that will guide the future development and redevelopment within the FT&I. These objectives, as developed in The Franjo Triangle Commercial Island Charrette Report are identified as follows:

- Create an identity for the Downtown Area;
- Transition from suburban, strip commercial corridors to an integrated downtown, mixed use area;
- Integrate use of vertical mixed uses in addition to horizontal;
- Improve mobility access and connections for all modes (bike/ped/transit/vehicle);
- Plan an Activity Center that is complementary to the surrounding areas. The plan details the provisions of the Downtown Area, addressing anticipated impacts on the Village's system capacities, if any, and outlines relevant countywide considerations as may be required.

Village of Palmetto Bay FT&I District

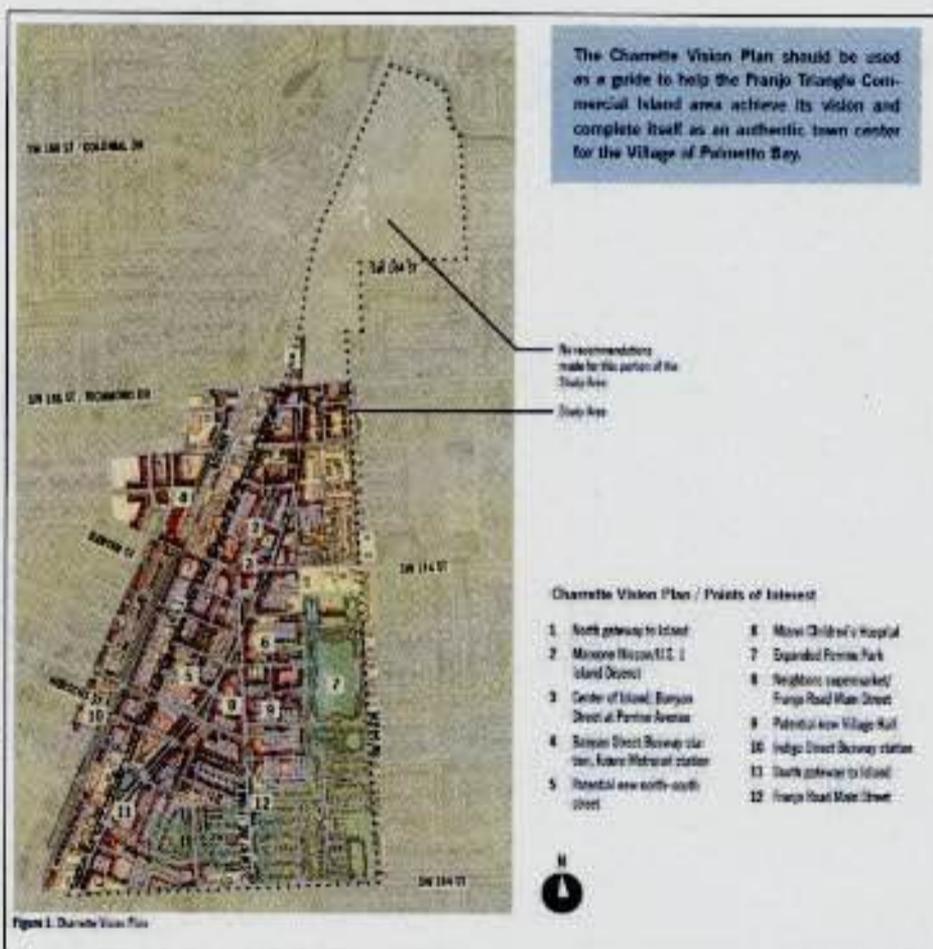
The Land Use and Infrastructure Analysis, along with the Market Study and Transportation Study (prepared by others) revealed how the proposed District is ideally situated to capture additional residential and non-residential development through creative approaches. This allows for a mixture of complementary uses that can support increased densities and intensities.

As a designated Activity Center, the Downtown Area can provide the following benefits:

- New places to shop, eat, and entertain;
- Sites for community events, activities, and celebrations;
- A range of housing types and configurations;
- New destinations within a short distance of existing neighborhoods;
- Opportunities to increase walking, biking, and transit use; and
- More efficient use of existing public infrastructure.

While the above list is not intended to be exhaustive and or limited to those items, additional benefits and targeted redevelopment objectives should be identified, and utilized, as (re)development occurs, reflecting changes in the market, as new opportunities are recognized.

Figure 2: Charrette Vision Plan



Source: The Franjo Triangle Commercial Island Charrette Report

Village of Palmetto Bay FT&I District

PROJECT UNDERSTANDING

In 2004, the Village undertook a visioning effort which included the identification of a potential downtown area. As noted within the Franjo Triangle Commercial Island Charrette, "the need to develop a vision for the Franjo Triangle Commercial Island area grew out of the Village's comprehensive planning process in recognition of the unique characteristics of this area." Through this process, the Village identified the area and the desired planning and development approach including the Charrette Vision Plan (see Figure 2). The visioning continues today through the efforts of the Village's Downtown Redevelopment Task Force (DRTF).

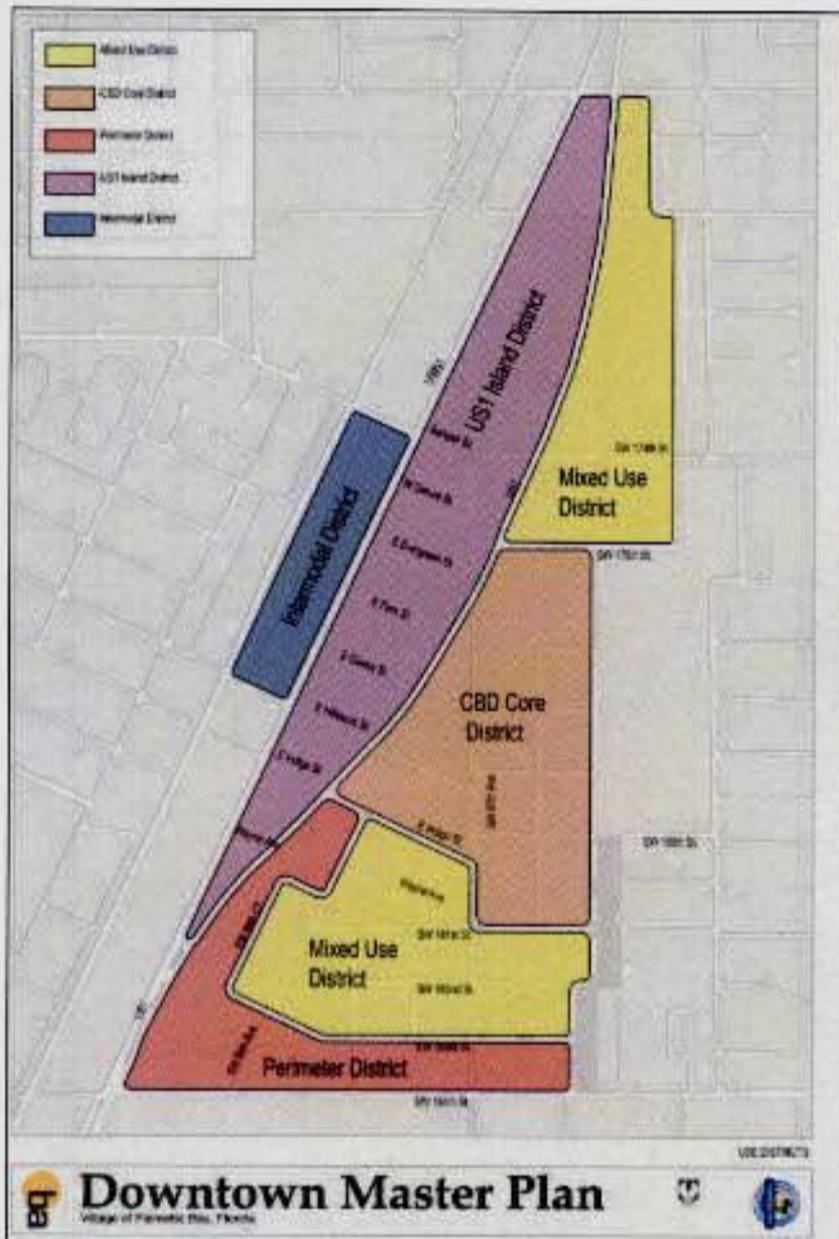
The Village's Comprehensive Planning efforts have included specific Goals, Objectives and Policies that were developed in an effort to further support this vision and the desire to create a community focal point and mixed-use area which would also provide the necessary economic development tools.

Based on these and other previous efforts, the Mayor and Village Council of the Village of Palmetto Bay directed staff to embark on a series of analysis tools including land use, infrastructure, transportation, and a market absorption analysis. The results of each of these items is either contained within the SAP and/or provided under a separate cover.

Based on the proposed Master Plan, the Downtown Area is delineated into five (5) sub-districts including the Central Business District (CBD) Core, Central Mixed Use, North Mixed Use, Perimeter, and US-1 Island. The sub-districts are identified in Figure 3. The Intermodal District, although shown on the previous Downtown Master Plan, is not included in the FT&I and/or the analysis.

Based on the Village's existing (adopted) Comprehensive Plan and Future Land Use Map, including the densities and intensities allowed within each land use designation, the Village could realize approximately 3,400 residential dwelling units and over 4 million square feet of non-residential development. Based on the Market Study, an additional 2,308 residential dwelling units and a total of 1.5 million square feet of non-residential development could potentially be achieved through the approval of the FT&I District.

Figure 3: Downtown Master Plan – Sub-districts



Village of Palmetto Bay FT&I District

SECTION 2 – LAND USE ANALYSIS

EXISTING PLANS

The Village's adopted Comprehensive Plan, including the Future Land Use Map indicate the Village's intended growth and development patterns for the planning horizon (typically twenty years). This Plan and Map illustrate the various types of development anticipated and/or supported by the Village including residential, non-residential along with mixed-use areas.

Currently, eight (8) future land use designations are found within the SAP. These designations, along with the total number of acres per land use is summarized in **Table 1**.

Table 1: Future Land Use - Total Acreage

Future Land Use	Total Acres (net)
Business and Office	23.98
Low-Medium Density Residential	3.59
Low Density Residential	22.48
Medium-High Density Residential and Hotel	2.30
Medium Density Residential	3.15
Mixed-Use Corridor	41.23
Neighborhood Mixed-Use	60.34
Parks and Recreation	N/A

In addition, the following Goals, Objectives, and Policies are presently adopted which currently guide development within this area. However, it should be noted that these components will need to be amended to support the development levels anticipated by this SAP.

Supporting (existing) Goals, Objectives, and Policies of the Downtown Area include the following (Note: Additional Goals, Objectives and Policies are included within the full Village Comprehensive Plan; however, are not provided at this time):

- Policy 1.2.2 Utilize creative, yet proven, land development techniques in the new Land Development Code that will allow developers to generate the unique mixed-use character expressed in the community charrettes and the future land use designations for the Franjo Road/U.S. 1 Commercial Area and Palmetto Bay Village Center focus areas.
- Policy 2B.2.4: Provide incentives, such as increased allowable density or reduced parking requirements, to developers of all residential, commercial and/or general office land uses within identified mixed-use land use categories that place public transit facilities within their parcels.
- Policy 2C.1.4 Continue to coordinate with Miami-Dade County and the Miami-Dade County Metropolitan Planning Organization (MPO) to support redevelopment of the portion of southwest Palmetto Bay located along the South Dade Busway as a transit oriented center. The extents of the transit oriented center are illustrated as "Neighborhood Mixed-Use" and "Mixed-Use Corridor" land use categories on the Future Land Use Map and further described in the Final Franjo Road/US 1 Commercial Area Charrette Report: A Citizens' Vision Plan accepted by the Village Council in November 2004.

Village of Palmetto Bay FT&I District

Policy 7.1.8 Ensure that ample parks and open space is a key component in the development of the Palmetto Bay Village Center and the Franjo Road/US 1 Commercial Area mixed-use areas.

Existing Future Land Use Breakdown

The currently adopted (existing) Future Land Use designations that are found within the Downtown Area, currently adopted under the Village's Comprehensive Plan, are provided below.

Low Density Residential (LDR): The residential densities allowed in this category shall range from a minimum of 2.5 to a maximum of 6.0 dwelling units per gross acre. This density category is generally characterized by detached single family housing. It could also include large fee-simple townhomes with extensive surrounding open space or a mixture of both housing types, provided that the maximum gross density is not exceeded.

Low-Medium Density Residential (LMDR): This category allows a range in density from a minimum of 5.0 to a maximum of 13.0 dwelling units per gross acre. The types of housing typically found in areas designated as low-medium density include single-family homes, townhouses, and low-rise condominiums /apartments. Zero-lot line single-family developments in this category shall not exceed a density of 7.0 units per gross acre.

Medium Density Residential (MDR): This category allows a range in density from a minimum of 14.0 to 23.0 dwelling units per gross acre. The types of housing typically found in areas designated as medium density include townhouses, low-rise condominiums/apartments, and high-rise condominiums/apartments.

Medium-High Density Residential (MHDR): This category allows a range in density from a minimum of 24.0 to 40.0 dwelling units per gross acre and or up to 70.0 hotel units, including townhouses, low and high rise condominiums/apartments and hotel units. Ancillary or auxiliary uses associated with high density use, including common area sport use, tennis courts, pool, gymnasium, and or restaurant bar are provided under this district.

Business and Office (BO): This category accommodates the full range of sales service activities including retail, wholesale, personal and professional services, commercial and professional offices, hotels, motels, hospitals, theaters, medical buildings, nursing homes, entertainment and cultural facilities, amusement and commercial recreation establishments (such as private commercial marinas). These uses may occur in self-contained centers, high rise structures, campus parks and municipal centers business districts. The specific range and intensity of uses appropriate in BO areas vary by location as a function of such factors as availability of public services, roadway access and neighborhood compatibility. Special limitations may be imposed on uses in BO where necessary to protect environmental resources including wellfield protection areas. Through the assignment of zoning districts and special conditions, the specific range and intensity of uses appropriate for a specific site will be determined. Strip commercial shopping centers with inadequate lot depth, which allow only a single row of commercial structures and parking in front, are discouraged in this designation. The floor area ratio (FAR) is 0.4 for the first story, plus 0.11 for each additional story up to six (6) stories.

Mixing of residential use with commercial, office, and hotels is also permitted in BO areas provided that the scale and intensity is not out of character with adjacent nearby development, and the project does not negatively affect any area neighborhoods. Where these conditions are met, residential density may be approved up to one density category higher than the average land use density of adjacent parcels. If no residentially-designated parcels exist adjacent to a BO parcel or no higher density categories exist on the Village FLUM, the maximum density allowed shall be 13.0 units per gross acre.

Neighborhood Mixed Use (NMU): This designation accommodates convenience business/retail uses and service within or near neighborhoods for day-to-day living needs. The vertical and horizontal integration of uses is permitted, and existing neighborhood compatibility and interconnection is essential. Supporting low density institutional uses are also allowed. On-street parking is allowed and off-street parking is highly encouraged to be located in the rear of buildings. Convenience business uses include small grocery stores, laundromats, and business and office uses with generally low traffic generation characteristics such as florists and law office. Residential density shall range from a minimum of 6.0 to a maximum of 18.0 dwelling units per gross acre, with the exception of Franjo Triangle Live work Area, where

Village of Palmetto Bay FT&I District

the density shall not exceed 8.5 units per acre. Non-residential intensities should average a floor area ratio (FAR) of 0.5 subject to limits adopted as part of an approved Master Plan.

Mixed Use Corridor (MUC): Vertical integration of primary uses is required in this category, with business and office uses on the ground and bottom floors, and residential uses on the upper floors. Existing car dealerships, hotels, apartment hotels, government offices, and civic uses are exempt from the integration requirement. On-street parking is allowed and off-street parking is highly encouraged to be located in the rear of buildings. Residential density shall range from a minimum of 18.0 to a maximum of 40.0 dwelling units per gross acre. Non-residential intensities should average a floor area ratio (FAR) of 1.5 subject to limits adopted as part of an approved Master Plan.

Village of Palmetto Bay FT&I District

INFRASTRUCTURE

Level of Service Analysis Methodology

Based on the projected level of development, and the conceptual framework of the DRTF, an analysis of existing public facilities and services is required. The information and analysis is provided to address the potential impacts of projected development on existing and planned public infrastructure. The calculations provided for the items below are based on the levels of development identified as part of the Market Analysis and Traffic/Transportation Analysis (both provided under separate cover).

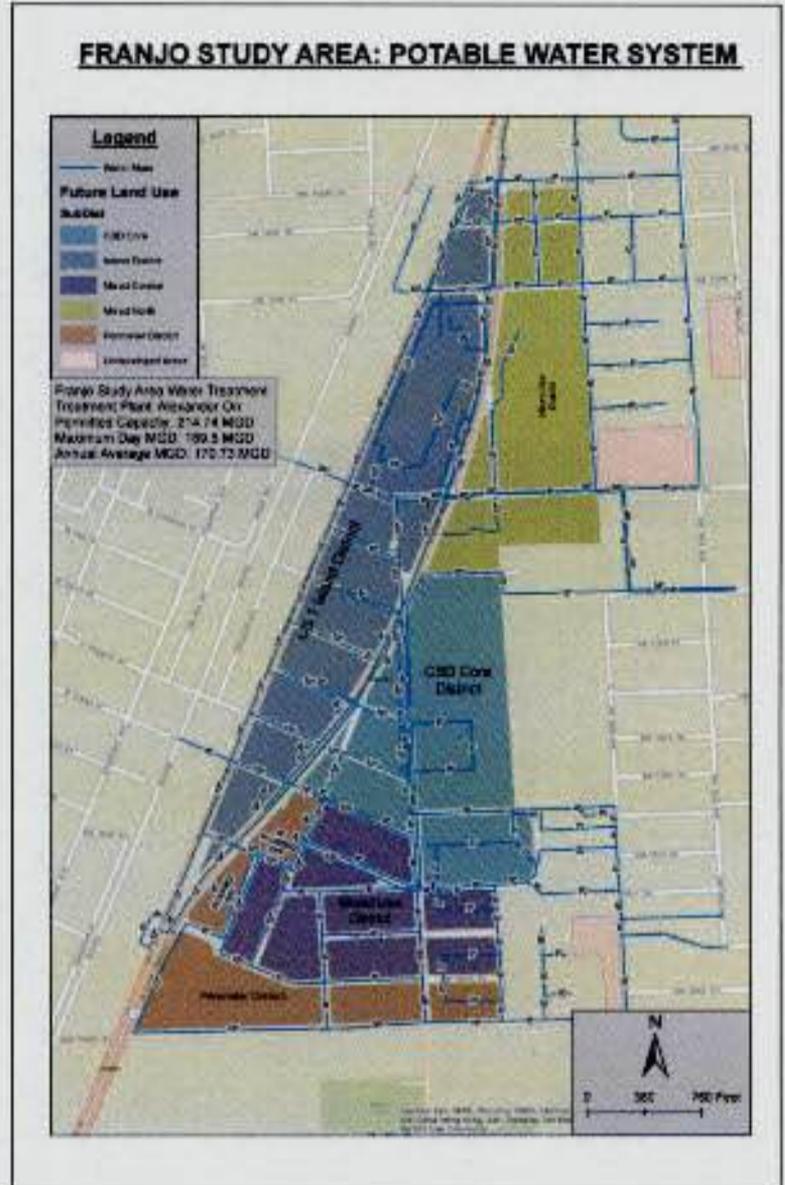
The Downtown Area is currently served by Miami-Dade Water and Sewer Department (MDWASD) for Potable Water, and Wastewater. Maps of the current water and sewer lines, including the locations of existing public pump stations or similar infrastructure are provided as **Figures 4 and 5**. Note, due to the size (area) of the study area and in order to provide additional detail in the analysis, water and sewer infrastructure maps were created for each of the respective sub-districts. These are reflected in **Figures 4a, 4b, 4c, 4d, and 4e (water)**; **Figures 5a, 5b, 5c, 5d, and 5e (sewer)**. The Fourth Element of the Village of Palmetto Bay's Comprehensive Plan, Infrastructure, is divided into multiple sub-elements that deal with, among other items, Potable Water, Waste Water, and Storm Water.

Potable Water System Analysis

Under the Potable Water Sub-Element the Village adopted policies which address and or require the Village to coordinate with Miami-Dade Water and Sewer Department (MDWASD) during the development process to ensure that adopted LOS standards are met. The level of service standard adopted by the Miami-Dade Water and Sewer Department (MDWASD) for potable water service within the Village of Palmetto Bay is:

- a. The Regional Treatment System shall operate with rated maximum daily capacity no less than 2% above the maximum daily flow for the preceding year, and an average daily capacity 2% above the average daily system demand for the preceding five years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.
- b. Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi.

Figure 4: Franjo Water System



Village of Palmetto Bay FT&I District

Data and analysis demonstrate that the Village's water system (potable water) and related infrastructure will be able to serve the projected levels of development. **Table 2** identifies the net change in potable water demand based on the total study area, including a delineation of use based on the proposed sub-district boundaries. As identified in **Table 2** and the information obtained by MDWASD, there is existing capacity within the potable water system to serve the existing and projected development within the study area. LOS, as currently adopted, will continue to be maintained through full build-out.

Note: Project Potable Water Generation (GPD) is based on the Village's adopted LOS standard and Miami-Dade County Daily Gallons of 180 gallons per residential dwelling unit. In addition, the Peak Factor represents the maximum daily water usage potential at any given point (full usage as generated by the land use) multiplied by 2.4. For example, using the adopted rate of 180 gallons per residential unit, the calculations assume a "worst case" scenario of water use at 432 gallons per residential unit. This standard provides a very conservative approach to ensure that potable water can be provided beyond the demands of typical average daily use.

Miami-Dade County updated its 20-year Water Supply Facilities Work Plan in 2014. This Plan, "presents MDWASD's water supply systems and provides a plan for implementing water supply facilities, including the development of traditional and alternative water supplies necessary to serve existing and new development." The Village of Palmetto Bay is located within the Alexander-Orr Sub-Area and Water Treatment Plant boundaries. Based on this Plan, this Sub-Area is supplied by four water supply wellfields with a total designed installed capacity of approximately 308 MGD (million gallons per day). There are no identified capital improvements identified by this Plan or deficiencies noted. The Alexander-Orr Water Treatment Plant has a permitted capacity of over 214 MGD. The plant's maximum day standard is approximately 189.5 MGD with an annual average of 170.73 MGD.

Currently, there are no known capacity deficiencies identified within the existing potable water service as a whole. However, it has been noted that while there is sufficient capacity to serve the proposed levels of development within the FT&I, the size and location of certain facilities (i.e., pipes) may not be suitable and will require future enhancements. Where water lines are present, they may be undersized to serve the anticipated level of development. For example, the existing 12" and larger pipes within the area would most likely be sufficient while the smaller 4" and 2" pipes may need to be upsized to a minimum of an 8" water line or larger for necessary fire protection and provide adequate volumes. It is recommended that water lines that extend along Franjo Road as well as the (2) service lines running east-west should be 12" (subject to further analysis). Depending on the location of future buildings/structures, existing water lines may need to be relocated if the existing water line is currently located within the developable portions of a property and not located within either the road right-of-way or similar location. There are also instances where water lines are not currently installed within or adjacent to all properties identified for redevelopment. Phase 1/CBD Core includes water service lines ranging in size from 2" and 4" south of SW 180th to 12" extending along Franjo Road. A minimum (typical) water line size of 8" is recommended to adequately serve multi-family and non-residential development with increased volumes and provide adequate fire protection. Except as previously modeled and approved for small diameter lines, the upsizing of the existing lines is recommended where lines are less than 8" (subject to further analysis and modeling in concert with MDWASD).

Village of Palmetto Bay FT&I District

Table 2: Change in Potable Water Demand

Proposed sub-district	Residential Units	Non-residential Square Footage	MDC Scheduled Daily Rated Gallonage (GPD/Unit)*	MDC Scheduled Daily Rated Gallonage (GPD/100 SQ.FT.)**		Residential Gallonage (GPD)	Commercial Gallonage (GPD)	Peak Factor	Project Potable Water Generation (GPD)
				Restau-rant***	Office/ Retail				
Phase 1									
CBD Core sub-district									
Adopted Land Use	632	747,999	180	100	10	113,780	243,100	2.4	856,463
Projected Land Use	1,320	132,000	180	100	10	237,600	42,900	2.4	673,200
Net Change	688	(615,999)							
Phase 2									
Central Mixed Use sub-district									
Adopted Land Use	373	428,591	180	100	10	67,140	139,292	2.4	495,437
Projected Land Use	745	53,400	180	100	10	134,100	17,355	2.4	363,492
Net Change	372	(375,191)							
Phase 3									
Perimeter sub-district									
Adopted Land Use	281	439,365	180	100	10	50,580	142,794	2.4	464,097
Proposed Land Use	450	268,900	180	100	10	81,000	87,393	2.4	404,142
Net Change	169	(170,465)							
North Mixed Use sub-district									
Adopted Land Use	458	272,627	180	100	10	82,440	68,669	2.4	410,661
Projected Land Use	550	286,000	180	100	10	99,000	92,950	2.4	460,680
Net Change	92	(13,173)							
US 1 Island sub-district									
Adopted Land Use	1,649	2,694,252	180	100	10	296,820	875,632	2.4	2,813,885
Projected Land Use	2,324	826,200	180	100	10	418,320	268,515	2.4	1,648,404
Net Change	675	(1,868,052)							
Totals									
Adopted Land Use	3,393	4,583,034				610,740	1,489,486		5,040,543
Projected Land Use	5,389	1,566,500				970,020	509,113		3,549,918
Net Change	1,896	(3,016,534)							(1,490,625)

Note: Adopted land uses totals represent maximum buildout.

* All commercial uses are within CBD Core sub-district (Downtown Area)

** Assumed all restaurants are full service

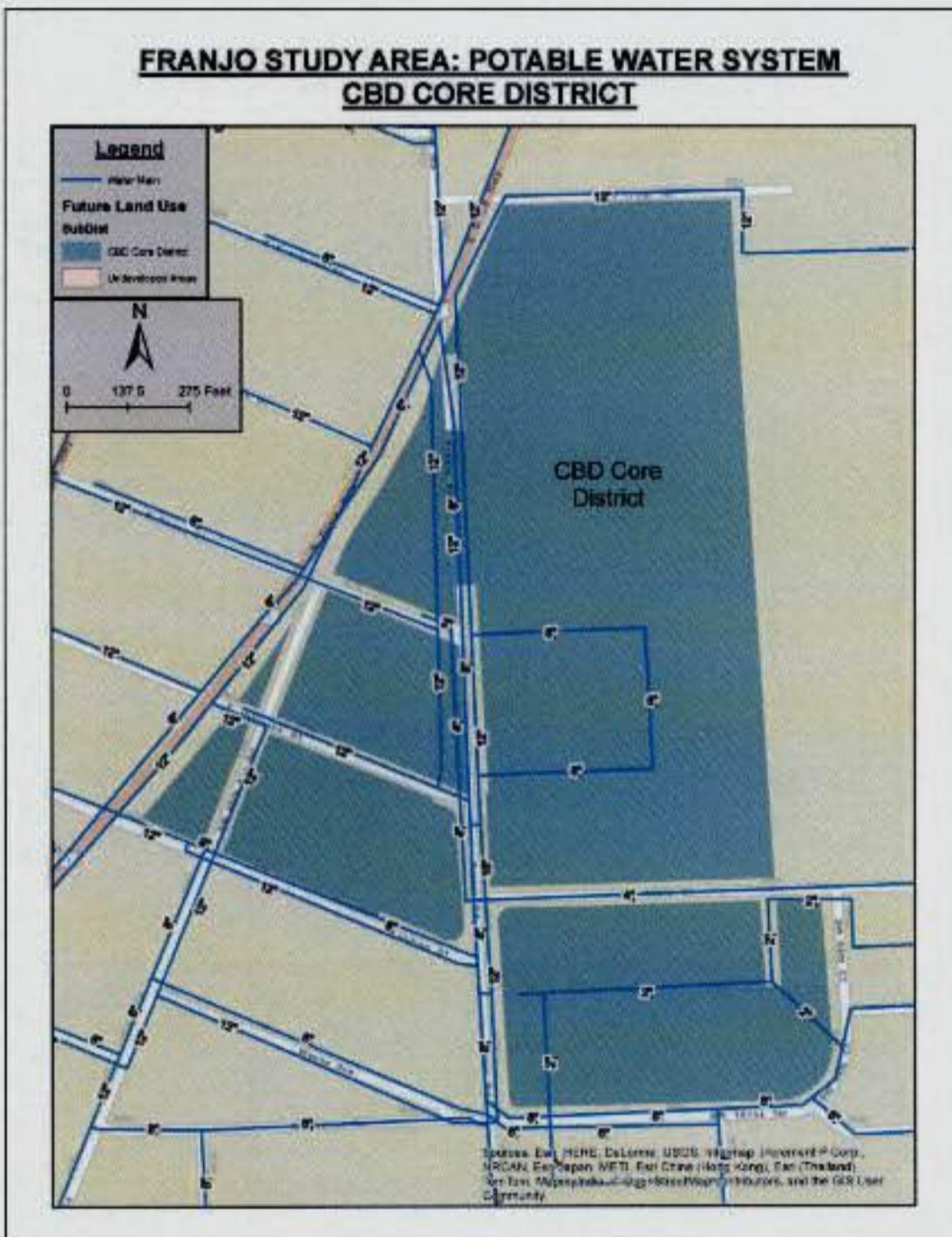
** Assumed all office/retail space are retail

***25% of Total Commercial Sq. Ft.

Village of Palmetto Bay FT&I District

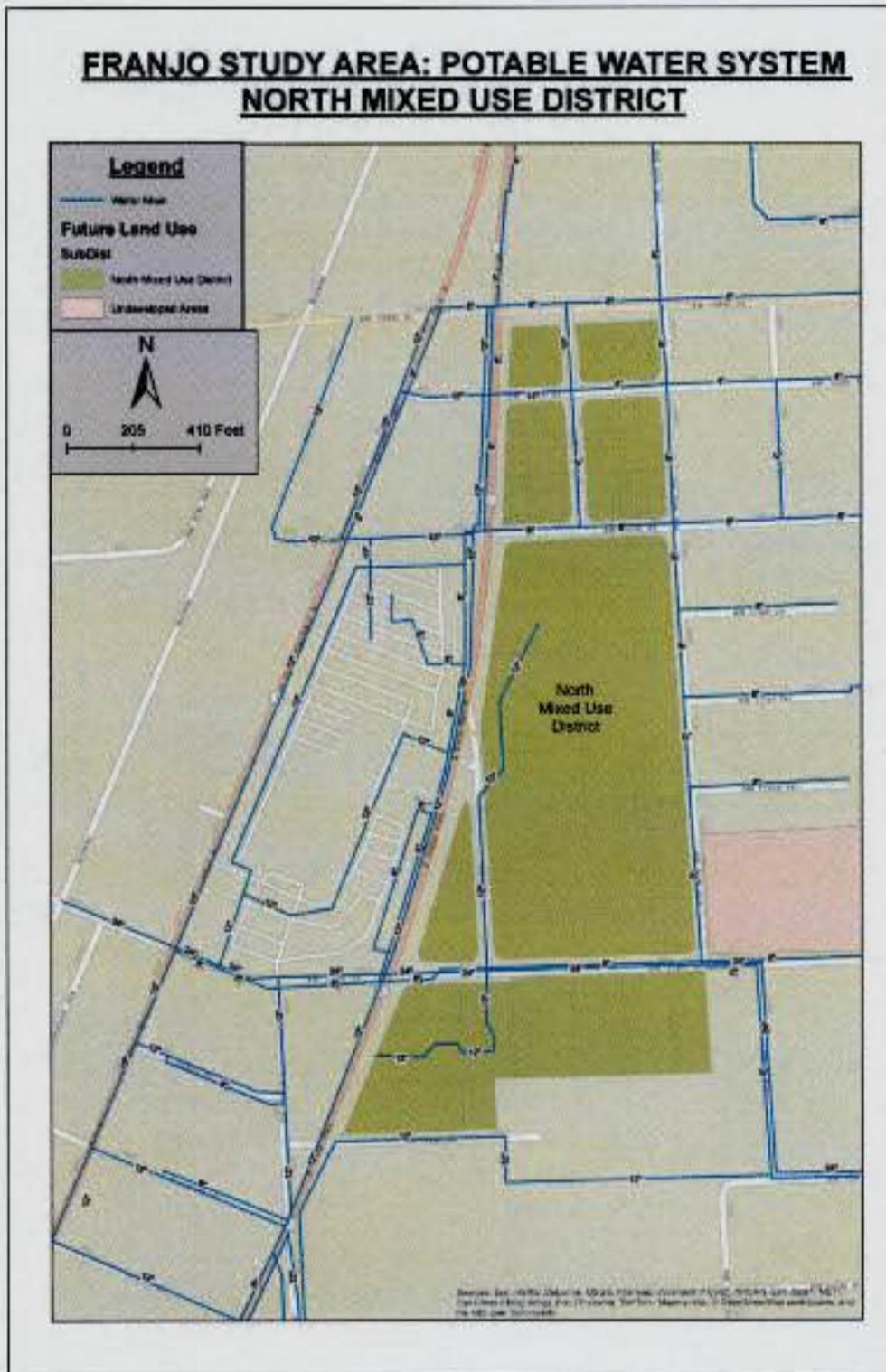
Figures 4a – 4e identify the sub-districts, location of the existing pipes and pipe sizes.

Figure 4a: Franjo Water System – CBD Core



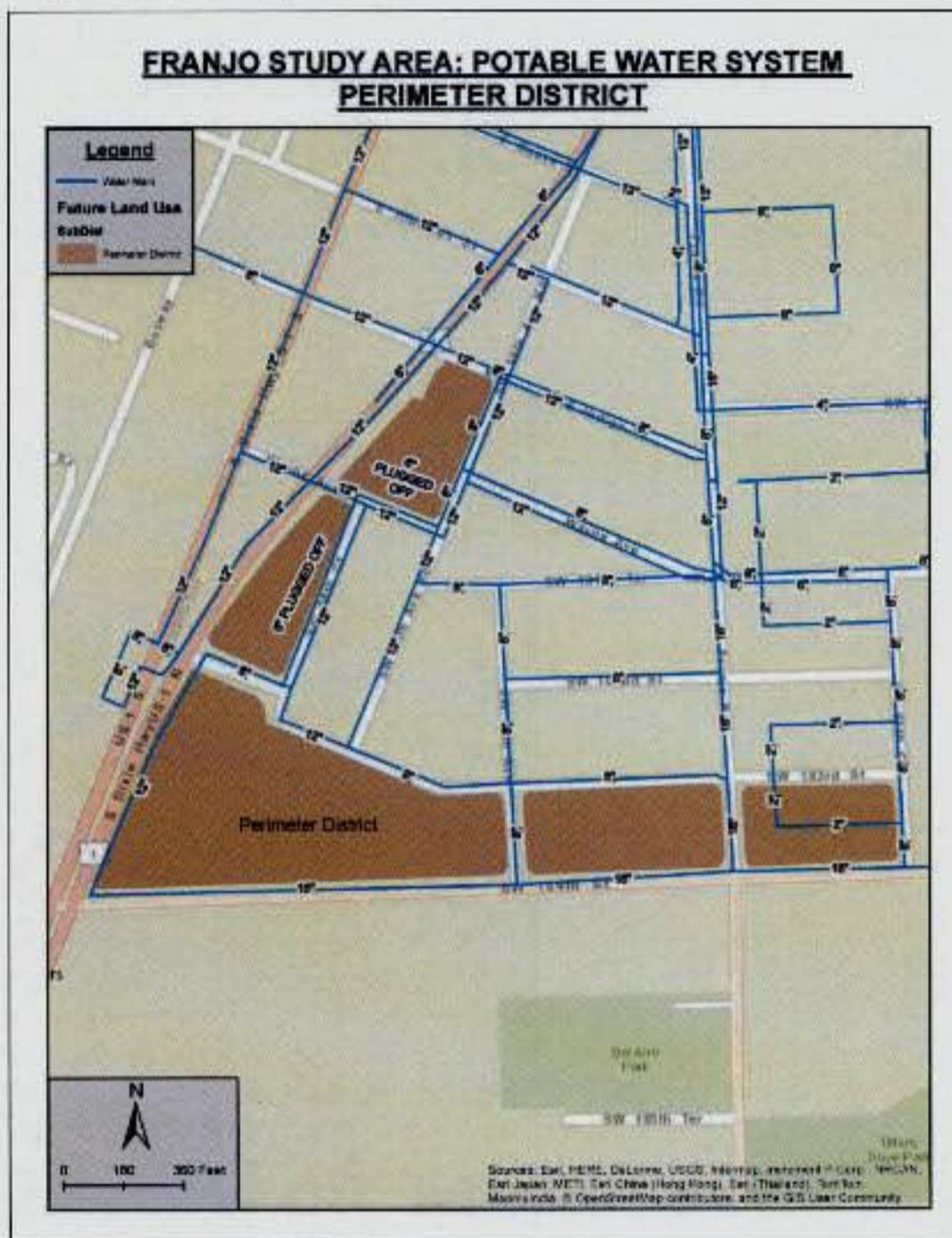
Village of Palmetto Bay FT&I District

Figure 4c: Franjo Water System – North Mixed Use



Village of Palmetto Bay FT&I District

Figure 4d: Franjo Water System – Perimeter



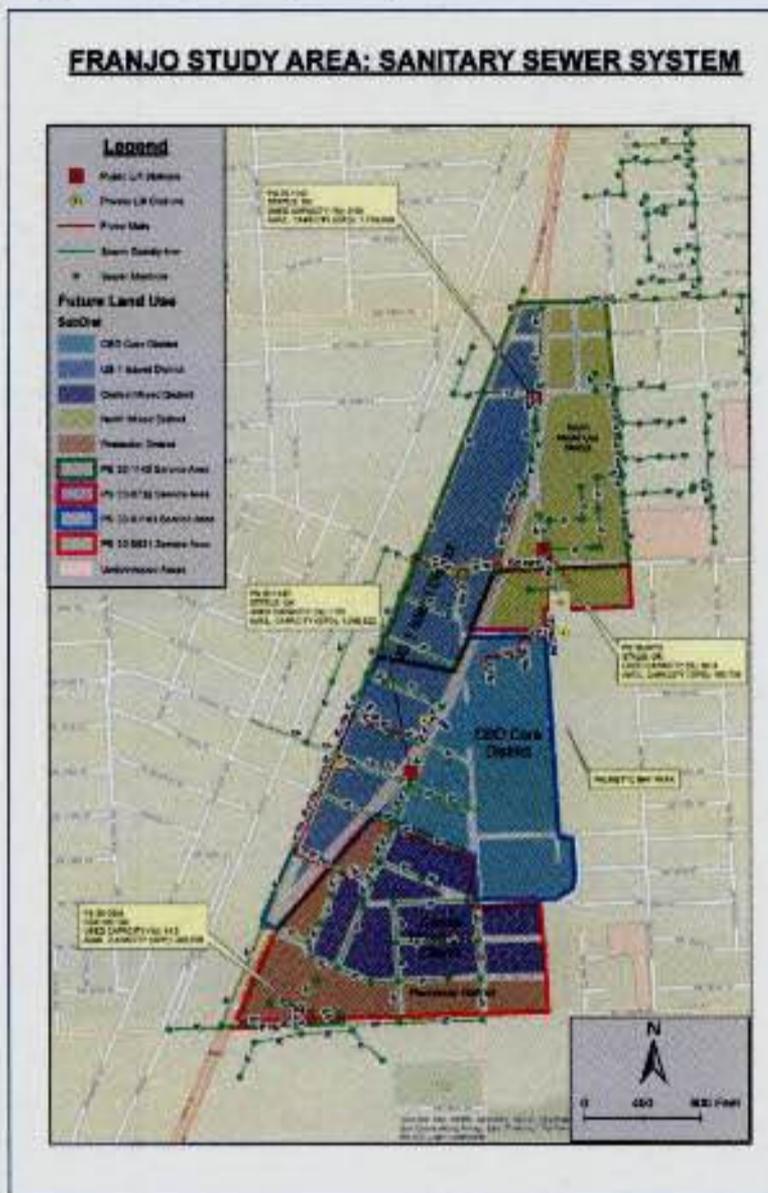
Village of Palmetto Bay FT&I District

Sanitary Sewer

The Sanitary Sewer Sub-Element, similar to the Potable Water System section above, includes several Policies which address and or require the Village to coordinate with MDWASD during the development process as well as directing development to those areas which are currently served or can be served by public sanitary sewer. Throughout this process, Kimley-Horn representatives met with DERM and MDWASD to discuss the sanitary sewer system within the Downtown Area as well as to discuss the potential goal of the Village to complete a land use amendment for the area. Based on the Village's adopted LOS, "the regional wastewater treatment and disposal system shall operate with a design capacity of 2 percent above annual average daily flow (AADF) for the preceding year. "User LOS" - the system shall maintain the capacity to collect and dispose of 100 gallons of sewage per capita per day." Based on available information at the time of this analysis, there is sufficient capacity to accommodate the anticipated (projected) development by MDWASD. However, analysis and capacity reservations will need to be made prior to/concurrent with development.

During discussions with MDWASD, it was noted that all of the public pump stations within the study area or servicing the study area were noted as being in "OK" status meaning they were meeting adopted/design standards and capacities per MDWASD standards. Similar to potable water demands, a sanitary sewer Peak Factor of 2.4 was applied in order to provide additional assurances that the existing system would or would not be capable of serving the area. Based on this information, usage of the existing available capacity within the respective public pump station(s) in the study area would be provided on a first come, first serve basis, unless specific policies were approved by the Village. **Table 3** identifies the additional demands on the sanitary sewer system based on both residential and non-residential use within the total study area. For the purposes of this analysis, residential uses were considered to be townhouses; non-residential square footage were considered to include 25 percent full service restaurants and the remaining area retail. **Table 3a** identifies the existing public pump stations within the study area with respect to gross station capacity, percent of capacity used, and available capacity. **Table 3b** provides a summary of the projected demand on each public pump station including the percentage of the respective sub-district served (i.e., PS 30-1142 is estimated to serve 50 percent

Figure 5: Franjo Sanitary Sewer System



Village of Palmetto Bay FT&I District

of the US-1 Island sub-district and 50 percent of the North Mixed Use sub-district). **Table 3c** identifies the available capacity taking into consideration the amount of sanitary sewer generated by the projected change in use as compared to the existing, available capacity in the system.

Based on the analysis, there is a projected deficiency in the overall available capacity of over 434,000 GPD assuming full buildout of the development program and without system improvements (i.e., new or expanded pump stations). The analysis indicates that PS 30-0732 which is physically located within the North Mixed Use sub-district is the only existing public pump station with excess capacity; the remaining four public pump stations are expected to have negative capacity meaning that expansion of the pump station may be required, and installation of a new pump station and/or rerouting of the sanitary sewer to a different system will be required.

Based on the analysis, the CBD Core sub-district (Phase 1) produces the second highest demand on sanitary sewer service after the US-1 Island sub-district with approximately 570,000 gallons per day (GPD) and approximately 1,004,000 GPD, respectively. This CBD Core sub-district is served by Pump Station (PS) 30-1143. This pump station has the most available capacity of the current pump stations within the area based on percentage, and because of the high demand and high available capacity of PS 30-1143 it was determined that flows for Phase 1 should be directed to that specific pump station. A portion of the US-1 Island sub-district also flows into this pump station. However, based on the analysis and sanitary sewer needs for Phase 1, it is recommended that the US-1 Island sub-district generated sanitary sewer be redirected to another pump station or the Village install an additional pump station which could accommodate the projected capacities. One recommended location for a possible new pump station is within the northern portions of the CBD Core sub-district; however, a specific location would need to be further analyzed based on the development needs.

As exhibited in **Figure 5** and **Figure 5a**, the Phase 1/CBD Core area has the most limited sanitary sewer coverage (line locations) of the sub-districts; portions of the area are not currently served. These lines are generally located in the area extending between E. Indigo Street north to E. Guava Street, including E. Hibiscus Street. The existing sewer line located along E. Hibiscus Street (8" line) extends across Franjo Road to the TotalBank property; no other gravity sewer lines serve the area east of Franjo Road. A 4" and 12" force main sanitary sewer line is located in the northern portions of Palmetto Bay Park and serves only a limited area. Based on full build-out of Phase 1 along with the portion of the US-1 Island sub-district served by PS 30-1143, this pump station is estimated to be over capacity by approximately 40,000 gallons per day (GPD). Assuming the US-1 Island sub-district develops as part of Phase 3 (2045), capacity within this pump station is assumed to be available to support the CBD Core. However, sanitary sewer lines will need to be installed along Franjo Road and other portions of the CBD Core in order to provide sanitary sewer service to the entirety of the sub-district. If development within the US-1 Island sub-district is accelerated in advance of the phasing schedule, analysis with regard to the existing capacity of the pump station and location of gravity lines will be necessary. Additional areas where sanitary sewer service is either lacking or potentially underserved (i.e., absence of sewer lines) includes the Central Mixed Use district and the North Mixed Use district. **Figure 5b** identifies the location and size of the sanitary sewer lines within the Central Mixed Use district. Based on the available information, sanitary sewer lines are not present east of Franjo Road along SW 181st Street through SW 183rd Street. Additional sanitary sewer lines are recommended to be installed west of Franjo Road which could further support the development within the CBD Core as well. Within the North Mixed Use district, areas east of US 1, in the vicinity of SW 169th Street and SW 94th Court are also deficient in sanitary sewer lines (see **Figure 5c**). While this area has some limited services present along SW 170th Street, SW 168th Street and SW 94th Avenue, it is recommended that additional sanitary sewer lines be installed at a minimum of 8" to expand the sanitary sewer network and provided additional services to this area.

In 2014, the Environmental Quality Control Board (EQCB) granted an extension for converting the residential units within an area of the FT&I District known as the Live Work section, from septic to a public sanitary sewer system. The extension extends the requirement of connecting the residential homes to sanitary sewer out to ten years. This extension impacts a small number of existing homes (approximately 50). It is not believed that the extension, in light of the limited number of applicable residences, would create much of a burden to the adjacent pump stations within the area but may limit the amount of possible development if the improvements were concentrated on one area should they choose to connect. However, absent a definitive development plan and program including specific areas of density

Village of Palmetto Bay FT&I District

and or intensity, it is difficult to determine the exact implications of connecting all the homes to the sanitary sewer system. This is a twofold issue, one being the proposed land use improvements the Village is proposing as well as how the new sanitary sewer system for the existing homes is designed and routed.

Table 3: Projected Change in Sanitary Sewer Demand					
Proposed sub-district	Residential Units	MDC Scheduled Daily Rated Gallonage (GPD/Unit)*	Gallonage (GPD)	Peak Factor	Total Gallonage (GPD)
Residential					
CBD Core	1,320	180 GPD/Unit	237,600	2.4	570,240
Central Mixed Use	745	180 GPD/Unit	134,100	2.4	321,840
Perimeter	450	180 GPD/Unit	81,000	2.4	194,400
North Mixed Use	550	180 GPD/Unit	99,000	2.4	237,600
US-1 Island	2,324	180 GPD/Unit	418,320	2.4	1,003,968
		Sub-Total	970,020		2,328,048
Commercial					
Proposed sub-district	Square Footage	MDC Scheduled Daily Rated Gallonage (GPD/Unit)**	Gallonage (GPD)	Peak Factor	Total Gallonage (GPD)
CBD Core	132,000				
Restaurant (25% of Total Comm. Sq. Ft.)	33,000	100 GPD/100 Sq. Ft.	33,000	2.4	79,200
Office/Retail	99,000	10 GPD/100 Sq. Ft.	9,900	2.4	23,760
Central Mixed Use	54,428				
Restaurant (25% of Total Comm. Sq. Ft.)	13,357	100 GPD/100 Sq. Ft.	13,357	2.4	32,056
Office/Retail	40,070	10 GPD/100 Sq. Ft.	4,007	2.4	9,817
Perimeter	268,860				
Restaurant (25% of Total Comm. Sq. Ft.)	67,215	100 GPD/100 Sq. Ft.	67,215	2.4	161,316
Office/Retail	201,645	10 GPD/100 Sq. Ft.	20,165	2.4	48,395
North Mixed Use	288,015				
Restaurant (25% of Total Comm. Sq. Ft.)	71,504	100 GPD/100 Sq. Ft.	71,504	2.4	171,609
Office-Retail	214,511	10 GPD/100 Sq. Ft.	21,451	2.4	51,483
US-1 Island	825,246				
Restaurant (25% of Total Comm. Sq. Ft.)	206,562	100 GPD/100 Sq. Ft.	206,562	2.4	495,746
Office/Retail	619,685	10 GPD/100 Sq. Ft.	61,968	2.4	148,724
		Sub-Total	509,128		1,221,907
TOTAL DEMAND for FRANJO STUDY AREA					3,549,955 GPD

* All commercial uses are within CBD Core sub-district.

** Assumed all restaurants are full service

** Assumed all office/retail are retail

Village of Palmetto Bay FT&I District

Table 3a: Existing Public Pump stations within Franjo Study Area

Pump station Number	Gross Station Capacity	% of Capacity Used	Available Capacity (GPD)
PS 30-1142	1,141,920	0.6	1,134,809
PS 30-0751	360,000	6.7	334,915
PS 30-0732	504,000	60.4	180,736
PS 30-1143	1,160,640	7.6	1,045,522
PS 30-0531	504,000	14.2	420,670
Total			3,115,653

Table 3b: Demand Distribution to Public Pump stations

Pump station Number	Demand Distribution	Demand (GPD)	Remaining Available Flow (GPD)
PS 30-1142	50% US-1 Island	824,220	-34,929
	75% North Mixed Use	345,519	
PS 30-0751	25% US-1 Island	412,110	-78,195
PS 30-0732	25% North Mixed Use	115,173	65,563
PS 30-1143	25% US-1 Island	412,110	-39,788
	100% CBD Core	673,200	
PS 30-0531	100% Perimeter	404,111	-346,953
	100% Central Mixed Use	363,512	
TOTAL		3,549,955	-434,302

Table 3c: Summary Table

	Available Capacity (GPD)
<i>Calculated Demand on System</i>	3,549,955
<i>Available Capacity</i>	3,115,653
<i>Capacity Difference</i>	-434,302

Village of Palmetto Bay FT&I District

Figures 5 (above) and 5a – 5e identify the sub-districts and location of the existing public lifts stations including capacity; pipe locations and sizes.

Figure 5a: Franjo Sanitary Sewer System – CBD Core

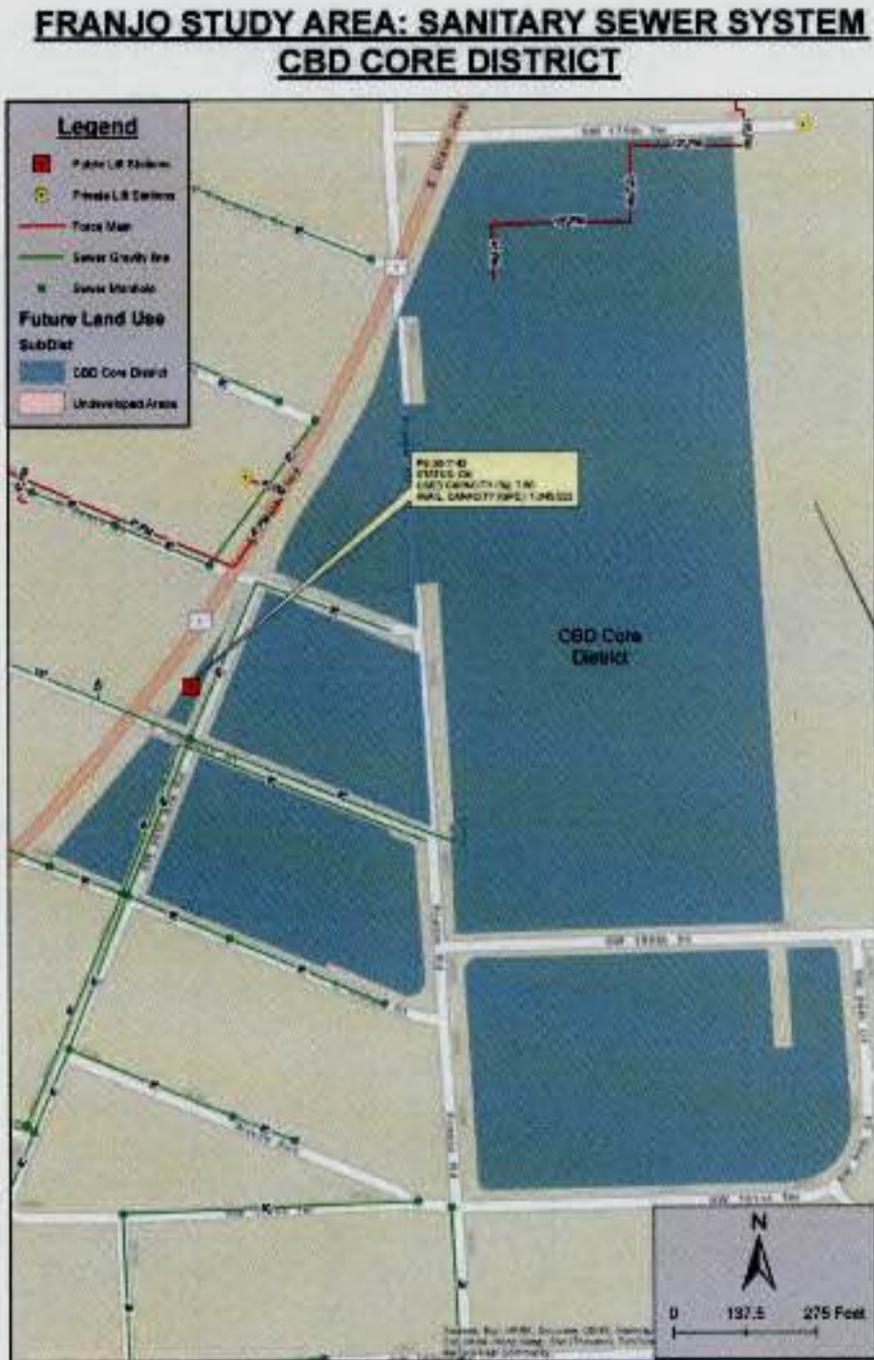


Figure 5b: Franjo Sanitary Sewer System – Central Mixed Use

**FRANJO STUDY AREA: SANITARY SEWER SYSTEM
CENTRAL MIXED USE DISTRICT**

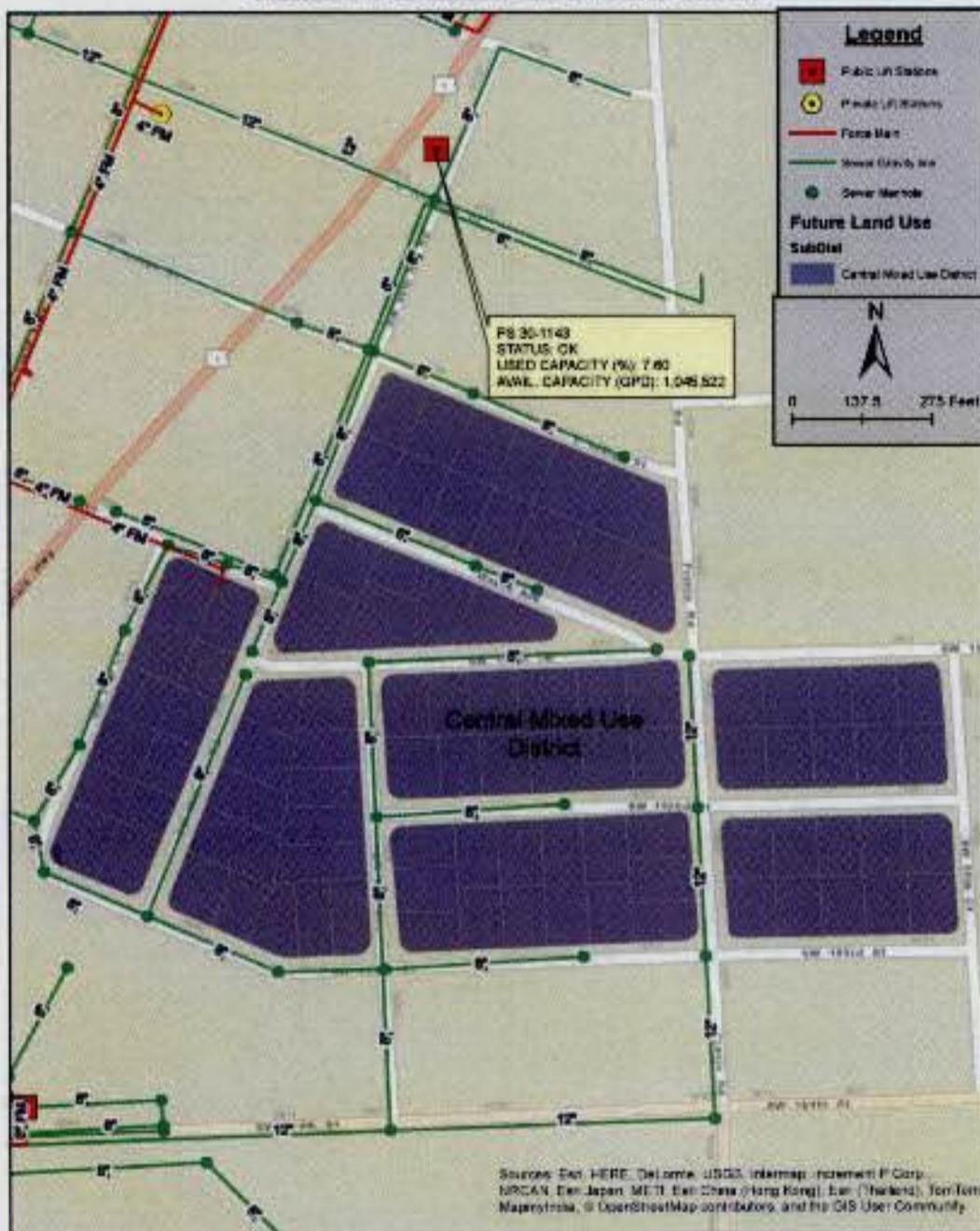
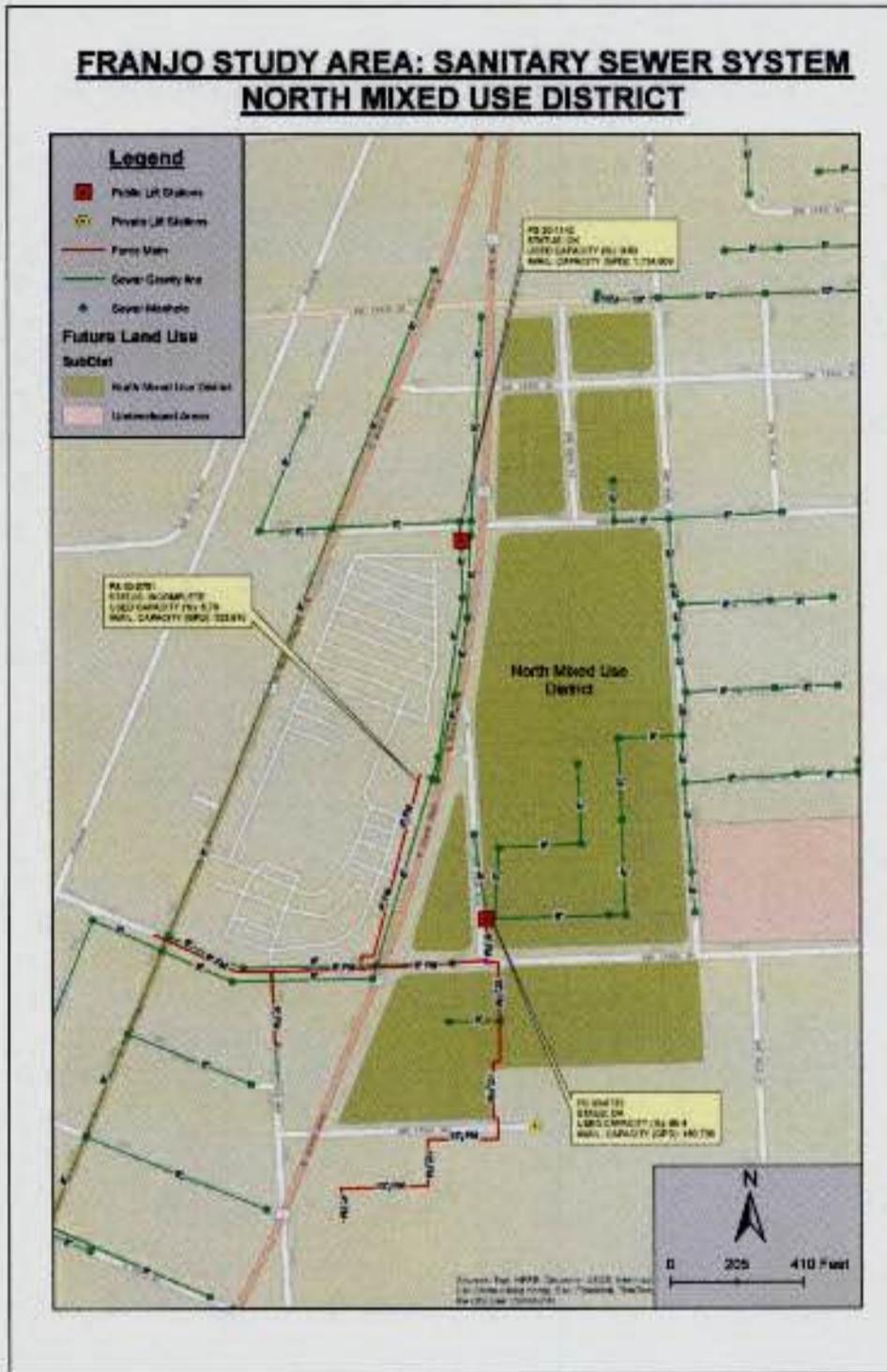
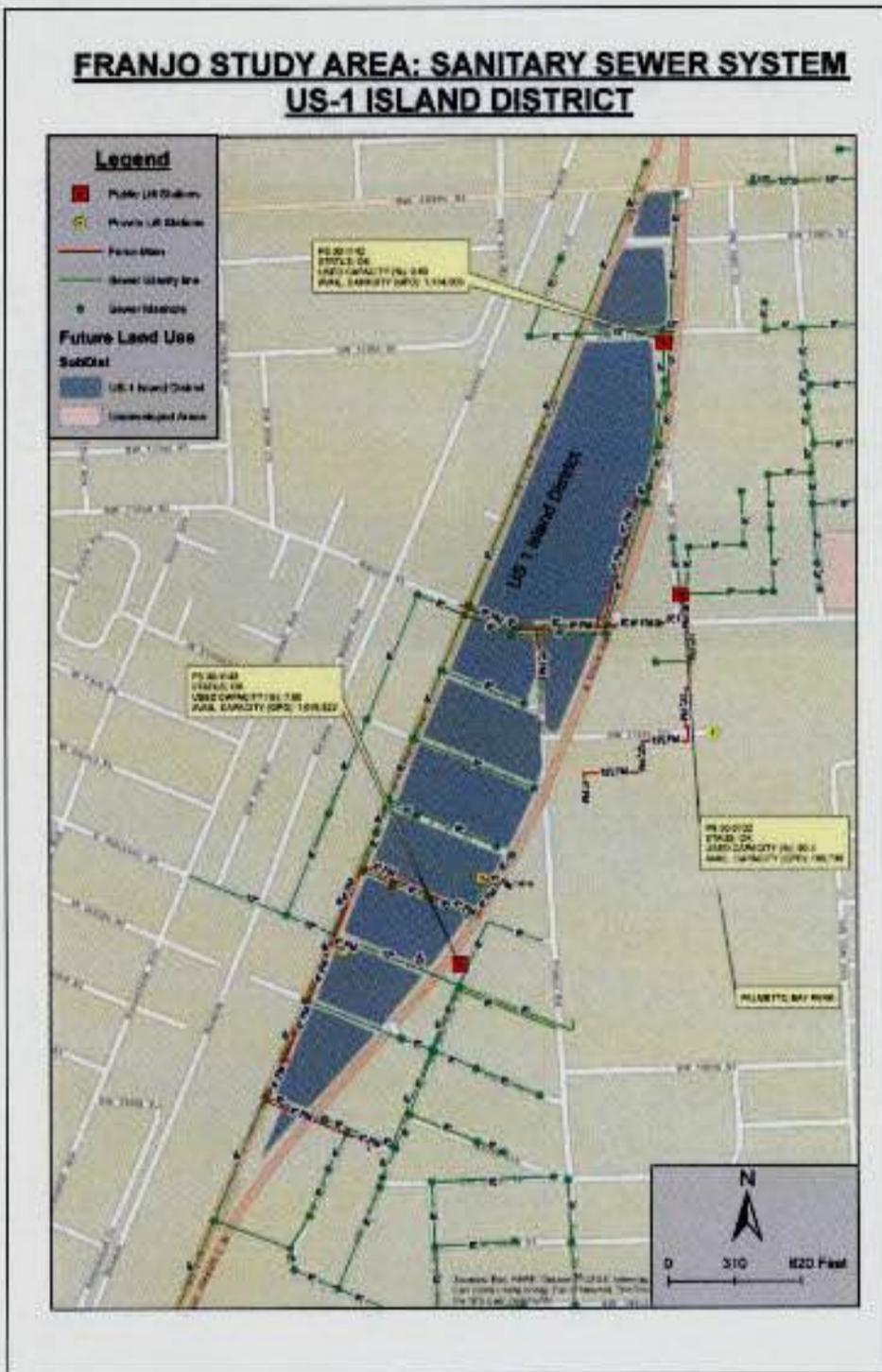


Figure 5c: Franjo Sanitary Sewer System – North Mixed Use



Village of Palmetto Bay FT&I District

Figure 5e: Franjo Sanitary Sewer System – US-1 Island



Village of Palmetto Bay FT&I District

This area is identified as "Flooding Report by Village of Palmetto Bay"; no other drainage deficiencies were identified within the district. The FT&I is located within all or portions of sub-basin Nos. 25, 26, 27, 31, 32, 48, 49, 50, 51, and 91. The Update further identifies specific (planned) improvement projects within the respective basins. Due to the size of the Update and amount of information provided, it is not included within this SAP but is included by reference.

Solid Waste

The Village of Palmetto Bay's solid waste is handled by the Miami-Dade County Department of Public Works Waste Management (PWWM). Solid waste operations utilize integrated systems of disposal and recycling. The analysis assumed a solid waste generation rate of 9.9 pounds per capita per day calculated using comparable buildout scenario assessments. Based on available information, no deficiencies in solid waste services have been identified including capacity related issues at the Miami-Dade Solid Waste and Recovery facilities including the South Dade Landfill and Waste to Energy Ash Landfill. Based on available information, Miami-Dade has sufficient capacity at a minimum through 2018 to serve the needs of the County and the municipalities. It was also noted that there is additional capacity in the South Dade Landfill to accommodate the Village's growth through the planning horizon.

The projected solid waste generation for the FT&I District is indicated in **Table 4**.

Table 4: Change in Solid Waste Demand			
Proposed District	Residential Units	Nonresidential Square Footage	Project Solid Waste Demand (lbs/day)
Phase 1			
CBD Core District			
Adopted Land Use	832	747,989	57,672
Proposed Land Use	1,320	132,000	48,840
Net Change	688	(615,989)	(6,732)
Phase 2			
Central Mixed Use District			
Adopted Land Use	373	428,591	33,384
Proposed Land Use	745	53,400	25,557
Net Change	372	(375,191)	(6,827)
Phase 3			
Perimeter District			
Adopted Land Use	281	439,365	30,982
Proposed Land Use	450	268,900	27,879
Net Change	169	(170,465)	(3,102)

Village of Palmetto Bay FT&I District

North Mixed Use District			
Adopted Land Use	458	272,827	28,332
Proposed Land Use	550	288,000	31,942
Net Change	190	13,173	3,610
US 1 Island District			
Adopted Land Use	1,649	2,694,252	187,608
Proposed Land Use	2,324	826,200	115,865
Net Change	675	(1,868,052)	(71,751)
Totals			
Adopted Land Use	3,393	4,583,034	337,906
Proposed Land Use	5,389	1,586,500	251,183
Net Change	1,996	(3,016,534)	(86,803)

Note: Adopted land uses totals represent maximum buildout.

Parks & Recreation

The seventh Element of the Village's Comprehensive Plan addresses Park Facilities throughout the Village of Palmetto Bay. Objective 7.1 of the Village Comprehensive Plan provides that the Village will, "Maintain and enhance Village parks and open space lands and facilities consistent with the adopted level-of-service (LOS) standard." The Comprehensive Plan, specifically Policy 7.1.2 notes the Village's LOS standard is 5.0 acres per 1,000 persons. Furthermore, the Policy 7.1.8 requires the Village to "Ensure that ample parks and open space is a key component in the development of the Palmetto Bay Village Center and the Franjo Road/US 1 Commercial Area mixed use areas."

Based on the current analysis, the Village is currently meeting the adopted LOS for parks and open space requirements; however, due to the concentrated nature of the Downtown Area and the need to provide suitable urban spaces for residents and visitors the area, additional urban-style parks, parklets or similar facilities are recommended to achieve the Village's vision and provide additional facilities within the District. Although the Village utilizes a combination of parks, passive recreation areas, and utilization of school facilities (i.e., co-location of facilities), the Village's LOS is based on certain public facilities including Palmetto Bay Park, Bill Sadowski Park, Coral Reef Elementary, Perrine Wayside, Rock Pits, Deering Estates, and Coral Reef Park; additional parks facilities are located in close proximity (adjacent) to the Village (i.e., Miami-Dade County or similar) and are accessible to Village residents. Combined, these facilities and all of the Village's available parks total approximately 735.7 acres. **Table 5** identifies the net change in parks and open space facilities demand based on the total study area, including a delineation of use based on the proposed district boundaries. Based on the analysis, the Village will continue to exceed its adopted Level of Service, as well the amount (acreage) of parks and open space areas necessary to meet the demands of the projected population. Based on current population estimates, the Village is required to provide 123.8 acres. At build-out of the District and when combined with the Village as a whole, the Village will need to provide approximately 204 acres of parks and recreational facilities. Based on this analysis and as noted above, the Village is providing approximately 735.7 acres. Based on this, the Village is exceeding its required acreage by over 500 acres.

Although no additional parks and recreational facilities are required to support the District, the Village should require the development of urban-type parks within the District which will provide additional opportunities for residents and visitors and further enhance the Village's park system. The Village could utilize the "Urban Open Space" category (park type) which is identified within the Comprehensive Plan including Table 7-1 of the Data, Inventory and Analysis Report dated August 1, 2005. This park type is designed to be compatible with the compact urban environment envisioned within the FT&I and could be in the form of mini-parks, parklets or similar urban-type parks which are

Village of Palmetto Bay FT&I District

typically 0.1 to 0.5 acres in size; amenities and park features would vary to provide a variety of park experiences and options.

Table 5: Change in Parks and Open Space Demand

Park	Class	Size	Type
Deering Estates	Regional Park	455	Passive/Protected/Undeveloped
Coral Reef Park	Community Park	48.4	Active
Perrine Park	Community Park	24.8	Active/Undeveloped
Bill Sadowski Park	Community Park	25.2	Passive
Coral Reef Elem. School	Neighborhood Park	3	Active
Perrine Wayside	Urban Open Space	2.7	Passive
Miami-Dade Environmental Land	Urban Open Space	152.5	Protected
Miami-Dade Rockpits	Urban Open Space	8.7	Passive
Miami-Dade County Surplus Property	Equipped Play Area	1.4	Undeveloped
Total		735.7	

Analysis	2005	2015	Phase I	Phase II	Phase III
Population growth			4,277	2,414	10,770
Population	24,503	23,400	27,677	30,091	40,861
Req. LOS (per 1,000 residents)	5.25	5	5	5	5
Req. Park acres	130.74	117	138.39	150.46	204.31
Acres Needed (Negative equals surplus)	-604.96	-618.7	-597.31	-585.24	-531.39

Assumptions
 Total Acres Available represented all open space lands within the Village as identified within the Data, Inventory and Analysis, August 2015.
 Table reflects maximum buildout for each Project Phase.
 Actual Zoning provisions and development under either scenario would likely yield fewer units.
 Table assumes there is not an existing resident population within the study area.

Recommended Improvements

Recommended improvements as identified within the respective infrastructure sections above are based on the Phase 1 and full build-out of development. As previously noted, the development and build-out program for the District were developed as part of the Lampert Market Study and companion associated traffic and transportation analysis performed by Marlin Engineering. The Village is leading in developing and implementing the ultimate Franjo Study Area Plan including the necessary infrastructure to support development consistent with the Lampert Market Study and companion associated traffic and transportation analysis performed by Marlin Engineering. It is understood that the Village will undertake the initial installation of infrastructure and that funds available to the Village may need to be supplemented to achieve the full level of infrastructure improvements through a separate mechanism, public-private partnership or alternative funding source.

The following list of recommended improvements are specific to those items identified as part of this analysis and are limited to water, wastewater and urban-type parks. As noted within the Introduction, recommended improvements, except where noted below, are based on full build-out of the District. It should also be noted, the respective utility review and permitting agency may not permit improvements at these levels without the necessary volumes generated

Village of Palmetto Bay FT&I District

to support the specific infrastructure (pipe) size. In addition, these recommendations do not address potential off-site infrastructure improvements including pump stations which may be located outside of the study area and/or within a separate jurisdiction.

Potable Water System

Minimal improvements are identified within the water system serving this area. However, in order to provide additional water distribution opportunities within the CBD Core, an additional water line installation is recommended parallel to Franjo Road (i.e., along the eastern boundary of the sub-district) and east-west connecting pipes.

- CBD Core: Water System (pipe lengths are assumed at 3,000 linear feet and 12" diameter).

Sanitary Sewer System

Sanitary sewer improvements are recommended to include a series of gravity system as well as pressure system (force main) improvements. The recommended improvements as previously noted are identified for the CBD Core, Central Mixed Use and the North Mixed Use districts. These improvements are generally identified as noted: As previously noted,

- CBD Core: Sanitary Sewer System: Pressure System (pipe lengths are assumed at 2,000 linear feet and 6" diameter; also includes one additional pump station; pump station location to be determined based on the specific location of the initial development and Village recommended locations).
- CBD Core: Sanitary Sewer System: Gravity System (east of Franjo Road along SW 181st Terrace, SW 180th Street, SW 94th Court; pipe lengths are assumed at 5,000 linear feet and 8" diameter).
- Central Mixed Use: Sanitary Sewer System: Gravity System (east of Franjo Road along SW 181st Street through SW 183rd Street pipe lengths are assumed at 2,500 linear feet and 8" diameter).
- North Mixed Use: Sanitary Sewer System: Gravity System (east of US 1 south of SW 168th Street along SW 169th Street, SW 170th Street, SW 94th Court; pipe lengths are assumed at 4,500 linear feet and 8" diameter).

It is recommended that the Village coordinate with MDWASD on a regular basis as development is being anticipated to ensure sufficient capacity is provided necessary to support the development.

Urban Parks

The Village has sufficient parks and recreation facilities needed to serve the current and projected population based on their adopted Level of Service standards within the Comprehensive Plan. As noted above, the Village has a surplus of parks and open space facilities (acreage) and when combined with the build-out of the District, sufficient acreage and facilities are still provided. Although no additional parks are required, the Village should consider requiring urban type parks (urban open space classification) as development progresses within the District. In general, urban type parks can include public plazas, public art, shade and bench structures, multi-purpose lawn, signage, lighting, sidewalks and may also include restroom facilities. Depending on the nature of the park and potential park components, site acquisition as well as development and operations and maintenance costs should be identified.

SECTION 3 – DOWNTOWN AREA DEVELOPMENT AND REDEVELOPMENT STRATEGIES

INTRODUCTION

The following recommendations (strategies) identify potential implementation and (re)development strategies to build upon the prior successes and establish stable support for the projected future market for this area. These strategies reflect community input through targeted stakeholder interviews and prioritization developed in concert with desired local (re)development initiatives including the efforts of the DRTF. The urban form and land use strategies outlined in this section reflect steps that may assist in a successful Downtown Area as supported by the findings of this SAP. These guidelines are intended to outline the established urban form standards through which a variety of spaces and places can come together to define a unified community character.

The intent of this planning concept is to develop a mixed-use area comprised of retail, professional and medical office space, multi-family residential areas, services, and restaurants. Although the area has developed in a suburban development pattern oriented towards vehicular movements, further auto-centric uses and development patterns are discouraged in order to improve the area's multi-modal opportunities. Future development should be designed to promote a unique character of vibrant downtown, focusing on building connection, context sensitive streets, sidewalks, and the placement and design of new buildings.

While it was identified in the existing conditions section of this plan that vacant properties are limited within the District, there are several underdeveloped properties within the district that could serve as future development and or redevelopment sites. To transform the District into a cohesive district, walkability standards (typically 5 minutes) need to be incorporated into the final design and development standards and include an introduction of other connectivity resources. The possibility of incorporating increased pedestrian and other non-vehicular traffic to connect the major retailers, employment hub(s) and residential developments together is critical for the success of the Downtown Area.

There are also several underutilized sites that were identified along the major corridors. Based on the limited amount of properties available or under common ownership within the SAP, redevelopment of existing properties and better utilization of existing facilities will be necessary to achieve the Village's long term buildout of residential and non-residential parcels.

Proposed Development Bonuses

The objective of the District is intended to provide for a higher quality form of development that can serve multiple modes of transportation and promote compact, walkable development. The SAP demonstrates the Development Area's capacity to support higher densities and intensities. Properties within the District are not required or expected to be developed to the maximum allowable dwelling units per acre or Floor to Area Ratio (FAR) as some properties may be restricted due to site location. To overcome this deficiency, maximum sustainable results can be achieved through the implementation of transfer of development rights and assignments within the Development Area. Therefore, it is understood and included within the respective policies for the TDRs within the District should be permissible and encouraged. Based on the total number of available dwelling units District-wide, there is understood to be a "surplus" of residential development credits above and beyond what an individual property may be entitled to. These surplus units would be eligible for reassignment by the Village subject to certain standards. The Village may assign a portion of these surplus units to a specific property based on meeting certain performance standards. Typically this is accomplished through application and subsequent agreement between the owner/applicant and the Village whereby a property agrees to meet and/or exceed certain levels of prescriptive requirements in exchange for the units. Specific qualifying design and development elements will be included in future updates of the Village's Code. These standards are intended to enhance the function of new development, minimize community impacts associated with such uses, meet the Village's transportation and multi-modal goals and improve the visual appearance/cohesiveness of all new uses.

As noted in the Project Understanding, based on the Village's existing (adopted) Comprehensive Plan and Future Land Use Map, including the densities and intensities allowed for within each land use designation, the Village could realize

Village of Palmetto Bay FT&I District

approximately 3,400 residential dwelling units and over 4 million square feet of non-residential development. Based on the Market Study, an additional 2,308 residential dwelling units and 1.5 million square feet of non-residential development could potentially be achieved through the approval of the FT&I District. These levels of development establish the total entitlements available within the District. The District proposed to be created provides a "pool" of available development units and non-residential square footage that could be distributed by the Village to properties meeting certain conditions and have sufficient carrying capacity (i.e., infrastructure capabilities). It is understood that an individual property could develop to the maximum potential consistent with the current Future Land Use designation with respect to density and intensity and could apply to the Village for development bonuses consistent with proposed Village policies. In these instances, priority could be given to those properties in closer proximity to transit and the urban core areas as opposed to those areas along the fringe of the District. Specific provisions for the adoption of compatibility and transitioning standards would also be required.

Urban Form Strategies

The creation and definition of a community or place comes from the contextual setting established by its boundaries or edges, the spatial framework that forms the contrast from solid and void. Great public streets and public spaces are born from great building form, creating the "outdoor rooms" that spawn community interaction.

Planning and Urban Design Principles

This section of the development strategies provides recommendations on the specific urban design principles and urban form strategies to be incorporated into future development within the District. The five planning and urban design principles integrated into the design guidelines of this plan are:

1. Connectivity
2. Site Orientation
3. Public Realm Enhancements
4. Ground Floor Design and Use
5. Transition to Neighborhoods

These principles are achieved through consideration of specific design and development standards which further the Village's intent and goal for the area. Specifically, the SAP furthers these principles through the Plan's Key Objectives, as follows:

- Create an identity for the District;
- Integrate use of vertical mixed uses in addition to horizontal;
- Improve mobility access and connections for all modes (bike/ped/transit/vehicle);
- Plan a District and sub-districts that are complementary to the surrounding areas.

Urban Form Templates

Each of the planning objectives are addressed through a series of urban form templates that provide visual examples of how to integrate the guiding planning and urban design principles into new developments. The Urban Form Templates are designed to be applied to all applicable sites within the Activity Center.

The proposed cross section for the main street corridors addresses the five planning and urban design principles as detailed below.

1. Connectivity – The existing US 1 corridor as well as some of the adjacent development create disconnected properties and uses as development is only along the outside perimeters and is separated by either a major thoroughfare or large surface parking lots. Transportation and mobility strategies within this plan provide the framework for connectivity at all levels within the District. The integration of a main street theme within the existing right-of-way of US 1 and or SW 9th Avenue will support the inclusion of mixed-uses.

Village of Palmetto Bay FT&I District

2. Site Orientation – The existing layout of the US 1 corridor was developed around the use of the vehicle. The proposed main street theme encourages the use of a mix of roadway techniques, allowing pedestrians a buffered refuge when crossing between establishments. Recommendations are provided which bring buildings closer to the public or private right-of-way instead of the existing suburban development pattern where buildings are set back from the roadways and separated by large customer parking fields.
3. Public Realm Enhancements – Pedestrian and multi-modal connections have been given prominence in the District in order to discourage the use of automobiles and or development patterns built around vehicular movements. Specific recommendations within this section expand on the characteristics associated with development of "Streets", "Parking" and "Public Open Space" to further reinforce the public realm by connecting spaces. Amenities such as pedestrian scaled lighting), shade trees along the sidewalk to provide a natural buffer between the travel lanes and the pedestrian zone are also to be included along the main street.
4. Ground Floor Design and Use – The objective of the high density developments within the District are to encourage a more compact use of space. Space should be oriented to create activity zones and areas that promote pedestrian activity and safety. Large surface parking lots and buildings oriented outwards create pedestrian dead zones and become uninviting to visitors and should be avoided.
5. Transition to Neighborhoods – The development of pedestrian corridors and walkable developments within the District to the surrounding neighborhoods benefit from the modified development patterns by providing opportunities for multimodal connections and transitions to the surrounding areas and uses. The elements used in the redevelopment of the corridors are encouraged to include attractive features or characteristics from the adjacent residential neighborhoods. Building heights above prescribed heights must step back in height in orders to transition to neighborhoods.

Required Building and Sites Treatment

Building Form and Edge

The establishment of building form must work in concert with the strategies of development pattern and streets networks as well as present and shield the uses that are housed within the structures. Buildings should be oriented toward the street or public space with a consistent "build-to" line or setback from parcel to parcel and block to block. This establishes the edge or framework of the public realm. Openings, access or "front doors" should address the street. Larger developments with lobbies or public entries should also open directly to the street and individual retailers or places of commerce should also have fronting pedestrian access.

Structured parking should never address a public street or space at grade. "Wrapped" uses either commercial or residential should shield parking structures from the street or public realm. Service areas, drive-through windows and solid waste areas are to be placed behind buildings in mid-block locations screened from public view. Likewise, as a mix of uses are contemplated, residential use may also be shielded from actively programmed public spaces to reduce potential visual, noise and use impacts.

Mass and scale of buildings should also be oriented to human scale. Development within each block should have similar heights to maintain the "street wall" or place definition. Stepped building form should be enforced when heights exceed approximately 45' (feet), with no building height exceeding 60' (feet) total within the FT&I. Contextual design is encouraged to create a sense of order easily understood by the patrons of the District.

Development should consider the following as a contributing structure to the overall development.

1. Buildings should be located to strengthen public and private street edges (includes internal access drives that serve as a connection between and within developments).
2. Buildings or other structures with increased setbacks are encouraged to provide additional street enclosure(s) using architectural treatments.

Village of Palmetto Bay FT&I District

3. The placement of parking facilities, surface or structured, should be located to the side or rear of the primary structure. This strategy shall not preclude the placement of a parking structure between primary buildings or if liner uses are provided along the ground floor of the parking structure.

Architectural Treatment

Architectural styles and design offer both variety and individual identity to regions, cities, places, businesses and corporations. This individual branding is what makes places unique and authentic, but ordered composition and treatments can tie together a collection of architecture into an identifiable place or destination.

The ultimate expression of architectural design comes in the form of textures and materials. These give the development its character and personality that express a sense of style, brand and place. Developments within the FT&I should consider the use of brick stone, cast stone, stucco, or artificial stucco as may be desired by the Village.

Screening

Screening is encouraged to be used in situations where uses are not aesthetically pleasing or separation from public realm is warranted.

When adjacent to buildings, fencing and screening should be integrated with the building in design, layout, and material and are permitted in association with street walls, but should not restrict visibility into public areas. All public spaces should provide adequate shade, seating and support facilities with a mix of landscape and hardscape surfaces. The following strategies should be incorporated into the development and redevelopment of a site within the FT&I.

1. Projects should set aside a minimum of 10 percent of the site area for publicly accessible spaces. For larger developments the Village encourages the development of the public spaces in a consolidated location and may allow for the sharing of public spaces to achieve the intent of these goals.
2. Public space(s) should be located in areas with increased visibility from public and private roadways and in prominent areas of the project.
3. If public spaces include stormwater facilities or similar the stormwater facility should not be used to satisfy all of the public open space requirements of this Plan.
4. At least 50 percent of the public space(s) should be shaded through trees, awnings, and canopies or similar as approved by Village Staff.
5. Public space(s) must provide design elements that will encourage their use. (Examples are provided under 'Urban Form Strategies' of this plan.)

The goal of these strategies is to provide and promote useable outdoor spaces that provide for pedestrian and public interactions in a convenient, accessible location.

Landscaping

Trees and other plant materials should be provided as a means of enriching the pedestrian environment and enhancing the general aesthetics of the Activity Center. In order to provide variety and visual interest, landscaping within the public realm should include permanent above grade planters, moveable pots and planters, and or hanging planters in addition to tree wells and planting strips.

Developments within the FT&I are encouraged to provide a unified design theme including the use of similar materials whenever possible. This is not intended to require that all properties within the FT&I design and utilize similar standards; however, consistent elements are encouraged to assist in unifying them. Landscaping provided as part of a (re)development should include attention and detail to the street network, location of major structures and parking facilities, transit facilities and amenities, primary and accessory buildings and uses, and public spaces.

Village of Palmetto Bay FT&I District

Examples of the types of landscaping that should be incorporated into the design and development of pedestrian corridors are shown below. Coordination and approval of specific plant types should be made in the early stages of design to ensure consistency with existing Village ordinances.

Public Open Space Strategies

Communities are also defined by the quality of their parks, open space and the public realm by measure of proximity, accessibility, activities, economic vitality and attractiveness. Within the FT&I, varied public spaces will contribute to the overall livability of the community. Scale and size of these amenities will be determined by the availability of land and concentration of patrons. This may include the creation and identification of "mini-parks" or similar facilities that are designed to be integral to and part of the compact urban environment.

RESOLUTION NO. 2014-08

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE DOWNTOWN REDEVELOPMENT INITIATIVE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A PROJECT AGREEMENT AND TO NEGOTIATE A FINAL COST WITH KIMLEY-HORN AND ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$60,000; TO COMPLETE A CONCURRENCY REVIEW AND CAPACITY STUDY, AND TO PREPARE ANY AMENDMENTS NECESSARY TO THE VILLAGE'S COMPREHENSIVE PLAN ELEMENTS AND FUTURE LAND USE MAP CONSISTENT WITH THAT STUDY AND ANY OTHER SUPPORTING STUDIES THERETO, AS RECOMMENDED BY THE DOWNTOWN REDEVELOPMENT TASK FORCE, AS APPROVED BY THE VILLAGE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in May of 2013, the Village embarked on an effort to create a livable, walkable downtown in the Village's southwest corner along US-1, with the creation of the Manager's Downtown Redevelopment Task Force; and,

WHEREAS, on September 18, 2013, the Mayor and Village Council adopted the FY 2013-14 Operating & Capital Budget which included funding necessary to commence implementation of tasks and projects critical to implementing the preliminary planned improvements in the downtown redevelopment area; and,

WHEREAS, a concurrency and capacity study of the Village's Comprehensive Plan elements is critical in identifying available infrastructure capacity for future development; and,

WHEREAS, the Village desires to utilize the services of its ongoing service provider Kimley-Horn and Associates to complete the concurrency and capacity study; and,

WHEREAS, the scope of services to be performed by Kimley-Horn and Associates, Inc., shall include preparation of amendments to the Comprehensive Plan's elements and map, as further described in Attachment A, reflective of the findings of that study, together with other study's performed in the fulfillment of the DRTF charge, as approved by the Mayor and Village Council; and,

WHEREAS, Kimley-Horn and Associates, Inc., is one of three pre-qualified firms selected to provide planning services on a rotating basis for the Village of Palmetto Bay; and,

WHEREAS, the Village of Palmetto Bay has funding available in the Economic Development Fund in an amount not to exceed \$60,000 during Fiscal Year 2013-14.

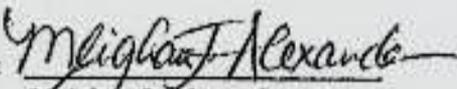
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

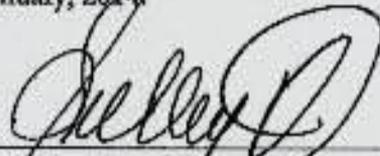
Section 1: The above whereas clauses are hereby incorporated into this resolution by reference.

Section 2: The Village Manager is authorized to enter into a project agreement and to negotiate a final cost for planning services with Kimley-Horn and Associates, Inc., in an amount not to exceed \$60,000, to perform a concurrency and capacity study of the Village's Comprehensive Plan elements and to prepare amendment(s) to the Village's Comprehensive Plan's elements and Future Land Use Map as deemed necessary to further the downtown initiative.

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

PASSED AND ADOPTED this 23rd day of January, 2014

Attest: 
Meighan J. Alexander
Village Clerk


Shelley Stanczyk
Mayor

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


John B. Herli, Jr.
Interim Village Attorney

FINAL VOIE AT ADOPTION:

Council Member Patrick Fiore	<u>NO</u>
Council Member Tim Schaffer	<u>Absent</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>Absent</u>
Mayor Shelley Stanczyk	<u>YES</u>



To: Honorable Mayor and Village Council

Date: July 6, 2015

From: Edward Silva, Village Manager

Re: Purchase/Installation of
Temporary Speed Hump
Devices

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PURCHASE/INSTALLATION OF TEMPORARY SPEED HUMP DEVICES IN LOCAL RESIDENTIAL STREETS; FURTHER AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE FUNDS IN AN AMOUNT NOT TO EXCEED \$30,000 FOR THE PURCHASE AND INSTALLATION OF TEMPORARY SPEED HUMPS; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay is committed to the safety and livability of residential neighborhoods. All neighborhood streets are intended to provide access as a primary function with the needs of all road users generally given priority over moving traffic. When residential and collector roadways become cut-through routes, traffic volume, vehicle speed and road user safety becomes an issue. The Village receives numerous complaints from its residents regarding speeding and cut through traffic every year, many of which are accompanied by requests for traffic calming devices such as speed humps, turn restrictions and all-way stops. A current challenge for the Village is to determine the extent of the problem and establish a priority system to undertake formal reviews and provide remedial measures to address the need for traffic calming in local neighborhoods.

A priority ranking system to implement traffic calming in the Village of Palmetto Bay must recognize two limiting realities. Firstly, the Village has limited staff resources to undertake enforcement in all areas where traffic concerns have been identified. Secondly, the Village has constraints of being able to implement permanent traffic calming infrastructure in areas where established criteria's don't warrant traffic calming improvements. Ideally, the Village would implement all traffic calming projects where there is a demonstrated need. The most familiar form of traffic calming action involves the use of physical roadway treatments at the neighborhood street level.

Once the devices are installed, they will serve as two main purposes: 1) verify the effectiveness of the temporary device in alleviating speeding concerns while decreasing the total volume of vehicles on the roadways; and 2) test the feasibility of using temporary, removable traffic calming structures in the Village with regards to the installation and removal process and cost. Traffic control measures have a cost associated with them and should be installed only when they have measurable benefits and safety improvements for residents.

Administration is requesting authorization to commence a pilot program for the placement of the temporary traffic calming devices for a 90-day trial period at locations that were identified at the June 18, 2015 Traffic Calming Initiative Presentation in accordance with Miami-Dade County Traffic Flow Modification Street Closure Procedures for installation of temporary traffic calming devices. At the end of the 90-day trial period, the temporary traffic calming devices will be removed unless the Village's Public Works Director grants an extension or proposes to construct permanent devices. Regardless of the overall process, a ranking methodology for priority neighborhood improvements will be available to provide a decision tool for competing requests and needs. The range of qualitative and quantitative ranking criteria utilized to rank competing projects includes, but are not limited to the following:

- Traffic volume;
- Traffic speed;
- Collisions;
- Cut-through traffic levels/volumes;
- Level of resident support;
- Time of compliant or study;
- Illegal parking issues;
- Roadway planned for construction and/or reconstruction.

Administration is also requesting authorization to purchase the traffic calming devices from Traffic Logix. The temporary speed hump devices used for the pilot program will be made of black rubber with white directional chevrons for good visibility. The installation and removal of the devices will be completed by the Village's Public Works Ground Maintenance staff.

FISCAL/BUDGETARY IMPACT:

Eighty (80) percent of the People's Transportation Plan funds are used for transportation costs. The Village budgets this item under "Special Revenue Fund-Transportation Sales Tax" in an amount not to exceed \$30,000 in Fiscal Year 2014-2015.

RECOMMENDATION:

Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PURCHASE/INSTALLATION OF TEMPORARY SPEED HUMP DEVICES IN LOCAL RESIDENTIAL STREETS; FURTHER AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE FUNDS IN AN AMOUNT NOT TO EXCEED \$25,000 FOR THE PURCHASE AND INSTALLATION OF TEMPORARY SPEED HUMPS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is committed to the safety and livability of residential neighborhoods; and

WHEREAS, the Village has received numerous complaints from residents regarding vehicles traveling at excessive speeds on local streets; and

WHEREAS, although the enforcement of speed limits by the Village Police is an effective means of reducing speeds, limited resources do not allow such enforcement on a consistent Village-wide basis; and

WHEREAS, traffic calming measures have been demonstrated to be an effective tool for reducing the speed of vehicular traffic; and

WHEREAS, the use of temporary speed humps will reduce instances of speeding in residential neighborhoods; and

WHEREAS, a speed hump is a gradual rise and fall of the pavement surface along the roadway extending across the pavement width, generally, speed humps used on residential streets are 12 to 22 feet long with a maximum height of 3 to 4 inches; and

WHEREAS, speed humps cause drivers to slow down to approximately 20 mph at each hump, which, depending upon street geometry, are placed every 200 to 600 feet, thus speed humps become self-enforcing because drivers slow down at the humps; and

WHEREAS, the opinions of affected property owners should be taken into account when deciding whether to utilize traffic calming methods that may otherwise adversely impact their perceived quality of life.

WHEREAS, the Village Council deems it to be in the best interest of the citizens and residents of the Village of Palmetto Bay to provide a common framework for the application, review, and implementation of temporary speed hump devices on local streets on an as-needed, case-by-case basis; and,

WHEREAS, the Village budget for the purchase and installation of temporary speed hump

devices under "Special Revenue Fund-Transportation Sales Tax" in an amount not to exceed \$25,000 in the Fiscal Year 2014-2015; and,

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

Section 1.

I. The placement of temporary speed humps may be requested by any resident of Palmetto Bay, the specific number and locations of such speed humps shall be determined by the Village's Public Works Department at the recommendation of a Traffic Consultant.

II. In order to make a request a citizen will need to successfully complete a Traffic Calming-Speed Hump Application, which shall require the following:

- a. The name of the street, segment of street, or streets proposed for Speed Humps.
- b. The name and address of every homeowner on the proposed street or streets.
- c. The name and address of every homeowner who lives on any street that connects to the proposed street(s) and who would have no other alternate means of egress to avoid the encountering of the Speed Humps.
- d. The signatures of 75% of the above listed households (the Affected Households) supporting the request for temporary speed humps on the designated street(s), briefly explaining the plan and purpose of the request, and acknowledging that they understand the following:

The installation of Speed Humps on the designated street(s) will require the installation of additional signage warning drivers of the presence of the humps. These signs also indicate the speed which drivers are advised to travel over the hump. To be properly visible, the speed hump will be marked with diagonal bright stripes. The location and number of humps will be determined by the Village Transportation Engineering Consultant and they may be placed at relatively frequent intervals (200-600 feet). Support of the petition by signing shall constitute a waiver by the households of any claims upon the Village for any loss or damage that the homeowner may suffer or claim to suffer as a result of the installation of the speed humps on the proposed street(s).

III. The installation of Street Speed Humps will not be placed on the following:

- a. Streets where fewer than 75% of the Affected Households support by way of a signed petition, the placement of Speed Humps.
- b. County Roads, State Roads, Private Roads or any road not owned by the Village of Palmetto Bay.
- c. Streets with fewer than 10 homes.

- d. Streets that are considered section and half-section line roadways.
- e. Streets with more than two lanes or with a speed limit of over 30 mph.
- f. Any street where the Village Board believes, on the advice of the Village Transportation Engineering Consultant, that such humps are ill advised for any reason.

IV. Procedure for Submission, Verification and Processing of the Petition

Upon completion of the required petition with 75% of the Affected Households supporting the proposal, the applicant will submit the petition to the Village Clerk. The proposal will then be scheduled for a Public Hearing before the Village Council and all Affected Households will be notified by mail at least 10 days in advance of the Public Hearing and the general public shall be notified by posting and publication. After the Public Hearing the Village Council shall approve or deny the request after reviewing all of the above evidence in the best interest of the public. Street speed hump requests will be funded in the order received and approved, unless the Village Council determines that conditions on a particular street, as demonstrated by speed or accident statistics, require greater priority.

V. Removal of Speed Humps

Speed humps installed upon citizen petition pursuant to this policy may be removed either by the Village upon a determination brought on by its own initiative after a public hearing that the removal is required for public safety reasons, or by petition of a substantial majority (67% or more) of affected households who petitioned for the humps, requesting the removal. If removal by petition is granted, the petitioning households shall pay the cost of removal, which sum shall be deposited with the Village prior to the removal.

Section 2. The Village Manager is authorized to allocate funding in an amount not to exceed \$30,000 for the purchase and installation of temporary speed hump devices on local streets on an as-needed, case-by-case basis.

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

PASSED AND ADOPTED this ____ day of July 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 _____



To: Honorable Mayor and Village Council

Date: July 6, 2015

From: Edward Silva, Village Manager

Re: Coral Reef Park –
Asphalt Trail Renovation

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO PARKS AND RECREATION; APPROVING THE VILLAGE MANAGER'S RECOMMENDATION OF MAGGOLC., INC. AS THE MOST RESPONSIVE BIDDER IN PROVIDING SPECIFIED SERVICES FOR THE CORAL REEF PARK ASPHALT TRAIL RENOVATIONS; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR SERVICES UNDER BID 1415-12-005-3 WITH MAGGOLC, INC. FOR THE CORAL REEF PARK ASPHALT TRAIL RENOVATIONS AT A COST NOT TO EXCEED \$ 233,956.50 AND ALLOWING THE VILLAGE MANAGER TO FURTHER NEGOTIATE PRICE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

In 2013, the Village submitted an application for the Florida Dept. of Environmental Protection Trails Program grant, the Village was notified on November 2014 that the grant was awarded and an agreement was made and named "Coral Reef Park Improvements Recreational Trails Program Project No. T13024. Whereas the result of the grant awarded, the Village has to match funds, the Village conducted a competitive bidding process in accordance with the procurement procedures. Abiding by the guidelines of the Agency we will need to have project completed in the next 15 months.

FISCAL/BUDGETARY IMPACT:

The grant amount was awarded by the Florida Department of Environmental Protection Trails Program in the amount \$181,500. A required match has been appropriated from the fund balance in the amount of \$121,000.

RECOMMENDATION:

Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE VILLAGE MANAGER'S RECOMMENDATION OF MAGGOLC, INC. AS THE MOST RESPONSIVE BIDDER IN PROVIDING SPECIFIED SERVICES FOR THE CORAL REEF PARK ASPHALT TRAIL RENOVATIONS; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR SERVICES UNDER BID 1415-12-005-3 WITH MAGGOLC, INC. FOR THE CORAL REEF PARK ASPHALT TRAIL RENOVATIONS AT A COST NOT TO EXCEED \$233,956.50 AND ALLOWING THE VILLAGE MANAGER TO FURTHER NEGOTIATE PRICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coral Reef Park offers an asphalt trail amenity approximately two miles in length; and,

WHEREAS, the trail affords opportunities for a variety of recreational and fitness activities inclusive of nature walking, running, jogging, biking, roller skating, roller blading and exercising on the outdoor fitness machines; and,

WHEREAS, the existing conditions of the trail have deteriorated, limiting park patrons' ability to fully and safely enjoy this amenity; and,

WHEREAS, in 2013 the Village submitted an application for the Florida Department of Environmental Protection Trails Program grant; and,

WHEREAS, in November 2014 the grant was awarded to the Village of Palmetto Bay and an agreement executed for what is known as the Coral Reef Park Improvements Recreational Trails Program Project No. T13024; and,

WHEREAS, as a result of the grant award of matching funds, the Village conducted a competitive bidding process in accordance with its procurement procedures and issued ITB 1415-12-005-3 ; and,

WHEREAS, Maggoc, Inc. was found to be a responsive and responsible bidder; and,

WHEREAS, the contracting of Maggoc, Inc. for the asphalt trail improvement is in the best interest of the Village; and,

WHEREAS, the contractor shall complete all work as specified in Section 8.0 of the agreement ("Contract") between Village and Maggoc, Inc.; 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 hereby approves the recommendation of the Village Manager in recommending Maggoc, Inc., as the responsible and responsive bidder pursuant to Bid No. 11415-12-005-3 at an amount not to exceed \$233,956.50 and hereby gives the Village Manager authorization to negotiate the contract further.

Section 2. The Village Manager is hereby authorized to enter into an agreement with Maggoc, Inc., pursuant to agreed-upon terms and conditions as specified in the Contract with the Village of Palmetto Bay for the asphalt trails improvement work at Coral Reef Park; for an amount of \$233,956.50 pending authority to negotiate price; and as provided under the attached contract to this Resolution, identified as Exhibit 1.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of July, 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 _____
Council Member Tim Schaffer _____
Council Member Larissa Siegel Lara _____
Vice-Mayor John Dubois _____
Mayor Eugene Flinn _____

INVITATION TO BID

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



TITLE:

Coral Reef Park Asphalt Trail Renovations (Re-Bid)

ITB NO.:

1415-12-005-3

DUE DATE:

Thursday, May 28th, 2015 at 2:00pm

ISSUED:

Tuesday, May 12th, 2015

CONTACT PERSONS:

Director
Fanny Carmona
Parks and Recreation Department
FCarmona@palmettobay-fl.gov

Interim Manager
Edward Silva
Village of Palmetto Bay
ESilva@palmettobay-fl.gov

Procurement Specialist
Kristy Bada
Finance Department
KBada@palmettobay-fl.gov



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SECTION 1.0 ADVERTISEMENT



**VILLAGE OF PALMETTO BAY
NOTICE OF INVITATION TO BID**

1415-12-005-3

CORAL REEF PARK ASPHALT TRAIL RENOVATIONS (RE-BID)

The Village of Palmetto Bay is currently soliciting bids for asphalt trail renovations at Coral Reef Park, 7895 SW 152ND St.; Palmetto Bay, FL 33157. Sealed bids must be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 2:00pm on or before Thursday, May 28th, 2015, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud. To be considered, all interested parties must request a copy of the bid documents and submit an original, four (4) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked "ITB 1415-12-005-3 CORAL REEF PARK ASPHALT TRAIL RENOVATIONS (RE-BID)." A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

A mandatory, pre-bid meeting is scheduled for Tuesday, May 19th, 2015 at 10:00am at Coral Reef Park Recreation Room, 7895 SW 152 Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Tuesday, May 12th, 2015 at 8:30am at the Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. If additional information is required, please contact the Village of Palmetto Bay, Procurement Specialist at KBada@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0 GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the Village, the Vendor and the Vendor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Council.

Contract: The written agreement between the Village and the Vendor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Palmetto Bay's Village Manager or his designee or duly authorized representative designated to manage the Contract.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the CONTRACTOR to the Village's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Village of Palmetto Bay.

Liquidated Damages: The amount that the CONTRACTOR accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Village's Contract Administrator.

Notice To Proceed (NTP): The written communication issued by the Village to the CONTRACTOR directing the CONTRACTOR to begin contract work and establishing the date of commencement of the work.

Performance and Payment Bonds: Bonds executed by the CONTRACTOR and his Surety, on the attached forms, assuring that the CONTRACTOR will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the CONTRACTOR with labor, materials, or supplies, used directly or indirectly by the CONTRACTOR in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the CONTRACTOR to fulfill the CONTRACTOR's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related

services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the CONTRACTOR.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the CONTRACTOR, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the CONTRACTOR and whether or not in privity of Contract with the CONTRACTOR.

Vendor : The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Village of Palmetto Bay and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work. Also referred to as CONTRACTOR.

Village: A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Council consisting of a Mayor, Vice Mayor and three Village Council members.

Village Manager: The Manager of the Village of Palmetto Bay, Florida.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the CONTRACTOR in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Village's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Village's Project Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions.

2.2 INSTRUCTIONS TO BIDDERS

It is the policy of the Village to encourage full and open competition among all available qualified Contractors. All Contractors regularly engaged in the type of work specified in this Invitation to Bid are encouraged to submit bids. Contractors may enroll with the Village to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a Vendor, please visit our website at www.PalmettoBay-FL.gov to download an application and submit the executed application to Kristy Bada, Village of Palmetto Bay, Procurement Specialist, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

2.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

Section 2-138 of the Village's Code of Ordinances provides for a "Cone of Silence." Proposed Contractors are to comply with the provision of the code. Section 2-138, provides, in relevant part:

A. Contracts for the provision of goods and services.

- (1) In the public process for awarding contracts for the provision of goods and services, a cone of silence is imposed. *Cone of silence* is hereby defined to mean a prohibition on:
 - a. Any communication regarding a particular ITB, RFQ, or bid between a potential Vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
 - b. Any communication regarding a particular ITB, RFQ, or bid between the mayor or Village Council members and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

- c. Any communication regarding a particular ITB, RFQ or bid between a potential Vendor , service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- d. Any communication regarding a particular ITB, RFQ or bid between the mayor, Village Council members and any member of the selection committee;
- e. Any communication regarding a particular ITB, RFQ or bid between a potential Vendor , service provider, bidder, lobbyist, or consultant and the mayor or Village Council members; and
- f. Any communication regarding a particular ITB, RFQ or bid between any member of the Village's professional staff and any member of the selection committee. The Village Manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Council.

Notwithstanding the foregoing, the cone of silence shall not apply to:

- a. Communications with the Village Attorney and his or her staff;
 - b. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
 - c. Any emergency procurement of goods or services;
 - d. Communication regarding a particular ITB, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the ITB, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- (2) *Procedure.*
- a. A cone of silence shall be imposed upon each ITB, RFQ and bid after the advertisement of the ITB, RFQ or bid. At the time of imposition of the cone of silence, the Village Manager or his or her designee shall provide for public notice of the cone of silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the mayor and each Village Council member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this article. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular ITB, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential Vendor , service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.
 - b. The cone of silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Council; provided, however, that if the Village Council refers the Village Manager's recommendation back to the Village Manager or staff for further review, the cone of silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) *Exceptions.*

The provisions of this article shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Council during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Council unless specifically prohibited by the applicable ITB, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

B. Penalties.

In addition to the penalties provided in this chapter and Miami-Dade County Code Sections 2-11.1(s) and (v), violation of this section by a particular bidder or proposer shall render any ITB award, RFQ award or bid award to the bidder or proposer voidable. A violation of section 2-155 may render the public hearing item voidable and a \$500.00 penalty to the applicant. The Village Council shall hold an evidentiary hearing to determine whether a violation of section 2-155 has taken place, whether a penalty shall issue, and/or whether the public hearing item should be voided. Any person who violates a provision of this article shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this article by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this article shall report the violation to the State Attorney and, or, may file a complaint with the Miami-Dade County Commission on Ethics.

Please contact the Village of Palmetto Bay, Village Attorney for any questions.

2.4 BUSINESS ENTITY DISCLOSURE STATEMENT

Bidder or Contractor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village Council members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Contractor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Contractor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Contractor recognizes that with respect to this transaction or bid, if any Bidder or Contractor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Contractor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Bidder or Contractor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Contractor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

2.5 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the bidder.
- C. Bidders are advised that all Village contracts are subject to all legal requirements provided for in the Village of Palmetto Bay Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.
- D. More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid for the same work will be cause for rejection of all bids in which the bidder are believed to be involved. The bidder shall include the Non-Collusion Affidavit as set forth in the form, attached hereto. Bidder's failure to include the affidavit shall result in disqualification.
- E. Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and Bidder waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by Owner and/or Engineer; (d) familiarize himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- F. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Owner/Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- G. On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.
- H. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

2.6 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The Village's enclosed Bid Proposal Form(s) is to be used in submitting a bid. Bid Form Page 1 should be utilized as the cover page of your bid submission. NO OTHER FORM(S) WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Village of Palmetto Bay is exempt from payment to its Contractor's of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Village in their (supplier) purchases of goods or services, used in work or goods supplied to the Village. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Village will pay no sales tax.

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign the bid shall invalidate same and the bid shall NOT be considered for award.

All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of the bid submitted shall be in letter form, signed by bidders and attached to the bid.

2.7 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
 - 1. Manufacturer's name, brand name and model number are used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and

is no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**

- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Village shall be the sole judge of equality and its decision shall be final.

2.8 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be enclosed in sealed, opaque envelopes addressed to the Village Clerk, Village of Palmetto Bay, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157 no later than **2:00pm on or before Thursday, May 28th, 2015**. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope. Official time will be measured by the time stamp of the Village Clerks Office. **Late submittals will not be considered.** Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.
- B. Bids must be submitted on the forms furnished. Late, E-mailed and/or facsimile submissions will not be considered. Bids, however, may be modified by telegraphic notice provided such notice is received prior to the time and date set for the bid opening. Bids shall be dated and time stamped at front desk prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.
- C. Bid must be accompanied by a bid guaranty in the form of a certified bank check or a Bid Bond in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company (If Required; See Section 3.0 Special Conditions; Subsection 3.21).
- D. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope.
- E. Bids should be submitted in duplicate. **Submit one (1) original and four (4) copies** (including all Village required forms). Please include in your proposal package a CD or flash drive containing a copy of the entire original submission.

2.9 ADDENDA

The Procurement Specialist may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall 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.

2.10 REJECTION OF BIDS

The Village may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of bid, or if
- D. The bid is conditional, except that the bidder may qualify his bid for acceptance by the Village on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The Village is under a pre- lawsuit claim or current litigation with the bidder/proposer.

The Village may reject all bids whenever it is deemed in the best interest of the Village to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

2.11 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Village will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

2.12 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

2.13 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

2.14 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Specialist on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Village will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Specialist five (5) days prior to the scheduled opening (Friday, May 22nd, 2015, 2:00pm).

Clarifications or objections to bid specifications must be directed to:

Mrs. Kristy Bada
Procurement Specialist
Finance Department
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: KBada@palmettobay-fl.gov

All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing, or the Bidder shall be deemed to have waived all claims associated therewith. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be considered or relied upon by the Bidder. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Owner within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated herewith.

2.15 INVOICING / PAYMENT

CONTRACTOR shall submit Applications for Payment in accordance with the following:

2.15.1 All invoices should show purchase order number and be sent to: Village of Palmetto Bay, Parks and Recreation 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.

2.15.2 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.

2.15.3 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. Any interest earned on the retainage shall accrue to the benefit of the VILLAGE. For contracts not exceeding \$100,000.00 a ten (10) percent retainage will not be withheld.

2.15.4 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.

2.15.5 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.

2.15.6 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 .
- A. 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.
- B. 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:
1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
 2. The Contract Price has been reduced by Written Amendment or Change Order,
 3. The Village of Palmetto Bay, FL has been required to correct defective Work or complete Work, or,
 4. 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;
 5. 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.

2.16 DISCOUNTS

- A. Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

2.17 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Village.
- B. The Village may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Village. In all cases the Village of Palmetto Bay shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.
- C. The Village may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the Village may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the Village through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.
- D. The Village may, during the period that the Contract between the Village and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the Village, the Village may place said contracts on probationary status and implement termination procedures if the Village determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

2.18 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or

delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Village Project Manager:
Village of Palmetto Bay
Attention: Fanny Carmona, Parks and Recreation Director
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Phone: 305-259-1234
Fax: 305-259-1290
E-mail: FCarmona@palmettobay-fl.gov

and,

To the Village Capital Projects Director:
Village of Palmetto Bay
Attention: Edward Silva, Building and Capital Projects Director
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Phone: 305-259-1234
Fax: 305-259-1290
E-mail: ESilva@palmettobay-fl.gov

and,

To the Procurement Specialist:
Kristy Bada
Procurement Specialist
Finance Department
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Phone: 305-259-1234
Fax: 305-259-1230
Email: KBada@palmettobay-fl.gov

To the Contractor

Notices will be sent to the Contractor at the physical address, e-mail address, fax numbers and to the person listed in the Contractor's proposal, as applicable. Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

2.19 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Village of Palmetto Bay. The Contractor shall supply competent and physically capable employees and the Village is authorized to require the Contractor to

remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

2.20 AWARD OF BID

- A. Village reserves the right to reject any and all Bids, to waive any and all irregularities and to negotiate contract terms with the Successful Bidder, and the right to disregard and/or reject all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words.
- B. In evaluating Bids, Village shall consider the qualifications and responsibility of the Bidders. THE VILLAGE AT ITS SOLE DISCRETION SHALL AWARD THE CONTRACT BASED ON CONSIDERATIONS OF RESPONSIVENESS, RESPONSIBILITY, QUALIFICATIONS AND THE TOTAL BID AMOUNT.
- C. Village will consider the qualifications, responsibility and experience of the Contractor, Sub Contractors, and other persons or organizations (including those who are to furnish the principal items of material or equipment) proposed for all portions of the Work. The identity of Sub Contractors and other persons and organizations must be submitted as provided in the Instructions to Bidders and other Contract Documents. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment will also be considered by Village.
- D. Village will conduct such investigations as Village deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Sub Contractors and other persons and organizations to do the Work in accordance with the Contract Documents to Village's satisfaction within the prescribed time. Issues such as past performance, adherence to schedule, and change order requests will be included in this evaluation. The weighing of these factors is at the discretion of the Village. Village may reject any Bid if in the Village's sole discretion it is determined that any Bidder, Sub Contractor or other persons or organizations proposed for the Work are deemed irresponsible or not qualified.
- E. At the sole discretion of the Village, the Village reserves the right to reject the Bid of any Bidder based upon the evaluation. References will NOT be limited to those submitted by the Contractor.
- F. If the contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Village indicates to Village that the award will be in the best interests of the Project and/or the Village. The contract will be awarded to one Contractor only. The contract will not be split.
- G. If the contract is to be awarded, Village will give the Successful Bidder a Notice of Intent to Award within 15 days after the day of the Bid opening.

2.21 REFERENCES

Each bid must be accompanied by a list of at *least five (5)* references, which shall include the name of the company, a contact person and the telephone number. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. The Village's Reference Form can be found under Bidder's Qualification in Section 8.0 Village Required Forms.

2.22 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work by completing the bidder's qualification. Evidence shall include all

licenses necessary to certify that the bidder; maintains a permanent place of business; has technical knowledge and practical experience included in this scope of work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incidental to the work; has not had just or proper claims pending against his/her company. The evidence will consist of listing the nature of work. Bidder must demonstrate that they have been actively involved in this type of work for at least five (5) years. The Village's Reference Form can be found under Bidder's Qualification in Section 8.o Village Required Forms.

2.23 OPTIONAL CONTRACT USAGE

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

2.24 BID PROTESTS

Pursuant to section 2-175 of the Village's Code of Ordinances entitled "Procurement" at subsection (o), a vendor had the right to protest. The provisions of subsection (o) are delineated below:

1. *Right to protest.* Any actual or prospective bidder, offeror, or Vendor who is aggrieved in connection with the solicitation or award of a contract may protest to the Village Manager, and appeal the decision of Manager to the Village Council. A protest of a solicitation of an invitation to bid or Invitation to Bids shall be submitted in writing to the Village Manager prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. A protest to the Village Manager's recommendation of an award of a contract, or the discovery of facts relating to a claim of irregularity in the solicitation, shall be submitted in writing to the Village Manager within five days of the recommendation to award of the contract and shall state the particular grounds (facts and law; and shall include all documentation or evidence) on which the protest is based and shall include all pertinent documents as evidence, and shall be accompanied by the filing fee and bond. The protest is considered filed when all required information, including the filing fee and protest bond, is received by the Village Manager. No time will be added for service by mail. The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination. The facts, law, and evidence presented as part of the protest shall be the basis for the evaluation of the protest.
 - a. *Responsiveness.* The Village Manager, after consultation with the Village Attorney, will certify whether the protest submission is responsive to the bid. The parties to the protest shall be bound by the determination of the Village Manager with regard to the issue of responsiveness.
 - b. *Compliance with procedures.* No bid protest shall be accepted unless it complies with the requirements of this chapter. Failure to timely protest bid specifications, requirements and/or terms is a waiver of the ability to protest.
2. *Stay of procurements during protests.* In the event of a timely protest under this subsection, the Village Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted, or until the Village Council makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Village.

Protest bond. A protestor shall file a protest bond, as follows:

Amount Bid by the Protester	Protest Bond
Up to \$100,000.00	\$500.00
Over \$100,000.00 to \$500,000.00	\$1,000.00
Over \$500,000.00	7.5%

If a protest is upheld by the Village Manager and/or the Village Council, as applicable, the bond shall be refunded to the protestor less any costs assessed under this Code. If the protest is denied, the bond shall be forfeited to the Village in lieu of payment of costs for the administrative proceeding as prescribed herein.

3. *Authority to resolve protests.* The Village Manager, or his or her designee, shall have the authority to settle and resolve a protest as described in this section. All actual bidders, including bid protestors, shall be notified in writing (including written correspondence, electronic communication, facsimile, or email) following the release of the Village Manager's written recommendation to the Village Council.
4. *Reimbursement.* The Village may require reasonable reimbursement for expenses incurred in processing any protest, which expenses shall include, but not be limited to, staff time, legal fees and expenses, including expert witness fees, reproduction of documents and other out-of-pocket expenses payable out of the bond.
5. *Decision and appeal procedures.* If the bid protest is not resolved by mutual agreement, the Village Manager, or his or her designee, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, with regard to any bid protest decision rendered under this Code may appeal to the Village Council. The Council shall conduct a de novo review of the protest. An aggrieved person may seek judicial review of the Village Council's action pursuant to the Florida Rules of Appellate Procedure. Judicial review must be sought within 30 days of rendition of the Village Council's decision. Any action not brought in good faith shall be subject to sanctions, including, but not limited to, damages by the Village and Attorney's fees incurred by the Village in defense of the wrongful action. This subsection does not confer, and shall not waive standing requirements which are otherwise required by law.
6. *Remedy.* The institution and filing of a protest under this Code is an administrative remedy that shall be employed prior to the institution and filing of any judicial action against the Village concerning the subject matter of the protest.
7. *Protests barred.* Protests not timely made under this Code shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under [Section 2-175, of the Village's Code of Ordinances] shall be deemed waived.
8. *Finality.* The determination of the Village Manager and Village Attorney with regard to all procedural and technical matters shall be final.
9. *No waiver.* Nothing in this section shall waive the Village's sovereign immunity pursuant to F.S. § 768.28.
10. *Costs.* All costs accruing from a protest shall be assumed by the protestor and are payable from the bond.
11. *Filing fee.* The written protest must also be accompanied by a filing fee in the form of a money order or cashier's check payable to the Village in an amount of \$150.00.

2.25 AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Village for execution. The Village will provide a copy of the fully executed agreement to the awarded bidder.

2.26 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- A. Poor performance or default, in the Village's opinion, on previous contracts with the Village.
- B. Poor performance or default, in the Village's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract.

2.27 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

2.28 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Village and Village's approval; 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.

2.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
 - 1. The bidder warrants that the product supplied to the Village of Palmetto Bay, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for the same.
- C. All agents, employees and subcontractors of the bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility and comply with the Shannon Melendi Act, as adopted by the Village.

2.30 FRAUD AND MISREPRESENTATION

In accordance with Section 2-137(g) and Section 2-8.4.1. of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Village. The Village as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including Attorney's fees.

2.31 ATTORNEY'S FEES

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs, including liquidated damages and reasonable Attorney's fees through and including appellate litigation and any post-judgment proceedings. Neither party shall be entitled to prejudgment interest.

2.32 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the Village of Palmetto Bay and Vendor, or to create any other similar relationship between the parties.

2.33 PARTIAL INVALIDITY

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

2.34 PROVISIONS BINDING

Except as otherwise expressly provided in this Contract, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

2.35 COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Village department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged discussed or compared his Bid with other Bidders and has not colluded with any other bidder or parties to this Bid whatsoever. Also, the Bidder certifies, and in the case of a joint bid, each party there to certifies, as to his own organization, that in connection with this Bid:

- 1) Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
- 2) Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.
- 3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

- 4) The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 5) No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

Bidder must complete the Non-Collusion Affidavit found in the required forms section.

2.36 ELIGIBILITY

All agents, employees and sub Contractor's of the bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

2.37 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or Village, or lawfully entitled to sell same.

2.38 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Village provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Village are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the Village shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

2.39 INFORMATION

Further information, if desired, may be obtained from the Procurement Specialist, Kristy Bada, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157 via email at KBada@palmettobay-fl.gov.

2.40 INVITATION TO BID

Should these "General Conditions" be used in the specifications for an Invitation to Bid, every reference to a bid shall be and mean the same as proposal.

2.41 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, then General Terms and Conditions.

2.42 EXCEPTIONS TO BID

The bidder shall list on the space provided on the proposal page or on a separate sheet of paper any exceptions to the conditions of this Bid Proposal. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid Form. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

2.43 NOTICE TO PROCEED

A signed Purchase Order will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form. However, a sample "Notice to Proceed" is included in this Invitation to Bid.

2.44 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In accordance with Chapter 725, Florida Statutes, the Contractor shall indemnify and hold harmless the Village of Palmetto Bay and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the Village shall be entitled to Attorney's fees and costs of defense, which the Village of Palmetto Bay, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or sub Contractor's. Furthermore, the awarded bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the Village of Palmetto Bay, where applicable, including appellate proceedings, and shall pay all costs, judgments, and Attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the Village of Palmetto Bay, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

2.45 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and notwithstanding application of conflicts of law principles.

2.46 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Village does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities. Said estimated quantities may be used by the Village for the purpose of evaluating the low bidder meeting specifications.

2.47 QUANTITIES

The Village specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Village, without such change affecting the contract unit price set forth in the proposal form by the bidder.

2.48 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and allow, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Village unless loss or damage results from negligence by the Village. If the materials or services supplied to the Village are found to be defective or to not conform to specifications, the Village reserves the right to cancel the order upon written notice to the Contractor and return product at bidder's expense.

2.49 WARRANTY

The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Village, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty. Warranty shall be further described in detail in section titled "Technical Specifications."

2.50 DURATION OF AGREEMENT

If awarded the Total Bid Work, the successful bidder will agree to complete all specified work within 60 after receiving notice to proceed with work for a specific project, the Contractor shall commence promptly within twenty-four hours of Notice to Proceed and shall efficiently prosecute the work with adequate personnel and equipment until completion. When applicable required engineering, plans, etc. shall be completed and

permitted within the first 30 days, exceptions in the form of an extension of time completion may be considered; and if approved, shall be corresponded in writing by the Village. The contract shall remain in effect until completion of project. The Village of Palmetto Bay, FL, reserves the right by mutual agreement, to add additional units to this contract, maintaining the same terms, condition and price.

2.51 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

2.52 CONTRACT RENEWAL

Not Applicable.

2.53 AMENDMENTS OF CONTRACT

All amendments to the contract, purchase order, change order or award sheet, as appropriate must be amended by mutual consent, and in writing.

2.54 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the Village.

2.55 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

2.56 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

2.57 EQUIVALENTS

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product

limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

2.57.1 SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Project Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by OWNER is set forth in paragraphs 6.05, 6.05.A and 6.05.B of the General Conditions which may be supplemented in the Supplementary Conditions.

2.58 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Village. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number. Failure of bidder to either deliver required samples (if and when specified on bid instructions) or to clearly identify samples may be reason for rejection of the bid.

2.59 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with project specifications. Items delivered, not conforming to specifications, may be rejected and returned at Contractor's/bidder's expense.

2.60 DISCRIMINATION (Public Entity Crimes)

A person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to public entity, may not be awarded or perform work as a Contractor, supplier, sub-Contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

2.61 DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

2.62 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the Village's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the Village within five calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

2.63 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

2.64 ACCESS TO RECORDS

The Village reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Village for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards at no cost to the Village.

2.65 INSURANCE REQUIREMENTS

- A. Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements.
- B. Upon Village's notification of award, the Contractor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - 1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Village harmless from any injury incurred during performance of the Contract. The exempt Contractor shall also submit a written statement detailing the number of employees and that they are not required to

- carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. The Village of Palmetto Bay must be shown as an additional insured with respect to this coverage. The mailing address of Village of Palmetto Bay 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, as the certificate holder, must appear on the certificate of insurance.
 3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence.
- C. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:
1. The company must be rated no less than "B+" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village.
- D. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.
- E. Village of Palmetto Bay contract number and title must appear on each certificate of insurance.
- F. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
- G. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within a total of fifteen (15) calendar days after Village notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.
- H. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

2.66 VILLAGE WEBSITE

Information regarding this bid can be found on the Village's website, which can be found at: www.palmettobay-fl.gov.

2.67 DISCLAIMER

The Village Council of the Village of Palmetto Bay may, in its sole and absolute discretion accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. After all bids are analyzed, organization submitting bids that appear, solely in the opinion of the Village of Palmetto Bay, to be the most competitive, shall be submitted to the Village of Palmetto Bay's Village Council, and the final selection will be made shortly thereafter with a timetable set solely by the Village of Palmetto Bay. The selection by the Village of Palmetto Bay shall be based on the bid, which is, in the sole opinion of the Village Council of the Village of Palmetto Bay, in the best interest of the Village of Palmetto Bay. The issuance of this Bid constitutes only an invitation to make presentations to the Village of Palmetto Bay. The Village of Palmetto Bay reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the Village of Palmetto Bay shall have no liability to any Bidder for any costs or expense, incurred in connection with this Bid or otherwise.

2.68 CONFIDENTIALITY

As a political subdivision, the Village of Palmetto Bay is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Village of Palmetto Bay's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

2.69 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Village of Palmetto Bay's ITB and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

2.70 NATURE OF THE AGREEMENT

- A. The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- B. The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.

- C. The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- D. The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Village's Project Manager.
- E. The Contractor will provide competent, suitably qualified personnel to layout the Work and perform construction as required by the Contract Documents. They will at all times maintain good discipline and order at the site.
- F. The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.
- G. All materials used will be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or containers with seals unbroken and labels intact.
- H. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.
- I. The Contractor acknowledges that the Village shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.
- J. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.
- K. The contract shall consist of the entirety of this Village of Palmetto Bay, FL Bid, the Contractor's Response and any written agreement entered into by the Village of Palmetto Bay and Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Bid and/or Response, then the Bid and then the Response shall control. The Contract may be modified only by a written agreement signed by the Village of Palmetto Bay, FL and Contractor.

2.71 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Village shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Village and the Contractor.

All Services undertaken by the Contractor before Village's approval of this Contract shall be at the Contractor's risk and expense.

2.71.1.1 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Village at any time during the Contract term, including any renewal or extension thereof.

2.71.1.2 GUARANTEE

The Contractor shall refer to the General Conditions. The Village will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to promptly correct such defective or non-conforming Work, the Village may cause the defective Work to be removed or corrected at the Contractor's expense, and the Village may charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period. Warranty shall be further described in detail in the General Conditions.

2.72 WAIVER OF JURY TRIAL

The Village and the Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

2.73 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Village, the Contractor shall promptly remove from the project any Contractor's employee, sub-Contractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including Attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Village. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

2.74 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent Contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Village shall be that of an independent Contractor and not as employees and agents of the Village.

The Contractor does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in the Agreement.

2.75 AUTHORITY OF THE VILLAGE'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- E. The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether

Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

2.76 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of Ownership control or statutory control) to a party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and Attorney's fees from the Contractor.

2.77 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its sub-Contractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its sub-Contractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

2.78 AUDITS

The Village, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its sub-Contractor's and suppliers which apply to all matters of the Village. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Village's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to

maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowable costs.

2.79 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

2.80 SUB-CONTRACTUAL RELATIONS

In order that the Village may be assured that only qualified and competent Subcontractor will be employed on the Project, each Bidder shall submit with the Bid a list of the Sub-contractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work.

The "List of Subcontractor" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractor" after submission of the Bid, unless agreed to in writing by the Village. The Village may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Village or Village after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Village or Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Village and Village. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

1. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Village those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Village's written consent.
2. No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

2.81 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Village were provided to the Contractor for evaluation purposes only. However,

since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

2.82 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

2.83 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation or material misstatement.
- B. The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including Attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the Village's Purchasing Policies and Procedures Manual.
- D. In addition to cancellation or termination as otherwise provided in the Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event.
- E. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
 - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the Village's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 - 5. Take no action which will increase the amounts payable by the Village under the Agreement.
- F. In the event that the Village exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- G. All compensation pursuant to this Article is subject to audit.

2.84 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to sub Contractor's or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the Village where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:
1. Treat such failure as a repudiation of the Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data. If Contractor defaults in its performance under this Contract and does not cure the default within 15 days after written notice of default, the Village Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the Village of Palmetto Bay, FL. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his sub Contractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Village of Palmetto Bay, FL

2.85 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

1. Lost revenues;
2. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for procurement of Services, including procurement and administrative costs; and,

3. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

2.86 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the Village for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Village's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of Attorney's fees, shall indemnify, and hold harmless the Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any Deliverable or anything provided to the Village hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Village's option, to (i) modify, or require that the applicable sub Contractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Village, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the Village whether a prospective supplier or sub-Contractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and sub-Contractor's at the Contractor's own risk. The Village may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

2.87 PROPRIETARY INFORMATION

- A. As a political subdivision of the State of Florida, the Village of Palmetto Bay is subject to the provisions of Florida's Public Records Law.
- B. The Contractor acknowledges that all computer software in the Village's possession may constitute or contain information or materials which the Village has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Village has developed at its own expense, the disclosure of which could harm the Village's proprietary interest therein.
- C. During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Village's property, any computer programs, data compilations, or other software which the Village has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Village (hereinafter "Computer Software"). All third-party

license agreements must also be honored by the Contractor's and their employees, except as authorized by the Village and, if the Computer Software has been leased or purchased by the Village, all third party license agreements must also be honored by the Contractor's employees with the approval of the lessor or Contractor's thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

- D. The Contractor will report to the Village any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Village's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

2.88 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the Contractor hereunder or furnished by the Contractor to the Village and/or created by the Contractor for delivery to the Village, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, sub-Contractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Village, use such documentation on any other project in which the Contractor or its employees, agents, sub Contractor's or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its sub Contractor's specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.
- C. Accordingly, neither the Contractor nor its employees, agents, Subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, sub-Contractor or supplier thereof, without the prior written consent of the Village, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its sub-Contractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its sub-Contractors and suppliers grant, if the Village so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Village or entities controlling, controlled by, under common control with, or affiliated with the Village, or organizations which may hereafter be formed by or become affiliated with the Village. Such license specifically includes, but is not limited to, the right of the Village to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Village for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Village or entities controlling, controlled by, under common control with, or affiliated with the Village, or organizations which may hereafter be formed by or

become affiliated with the Village. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

2.89 BUSINESS APPLICATION AND FORMS

The Contractor shall be a registered Contractor with the Village Procurement Division for the duration of the Agreement. It is the responsibility of the Contractor to file the appropriate Contractor application and to update the application file for any changes for the duration of the Agreement, including any option years.

Section 2-11.1(d) of the Miami-Dade County Code as amended by Village Code section 2-137, requires any Village employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the Village or any person or agency acting for the Village competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the Village of Palmetto Bay or any person or agency acting for the Village and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

2.90 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. Miami-Dade County Code, Chapter 11A, Article 3. All Contractor's and sub-Contractor's performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- E. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- F. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

2.92 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Village, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any Village, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

2.93 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any Subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Village, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Village's Project Manager. Contractor shall thereafter cooperate with the Village's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

2.94 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, sub-Contractors and suppliers, without the express written consent of the Village:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Village.
Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any Contractor, department, board, agency, Council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and
- C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Village, except as may be required by law.

2.95 BANKRUPTCY

The Village reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Village, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

2.96 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

2.97 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Village under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

2.98 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Village for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.99 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

2.100 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Village employee. Only those communications which are in writing from an authorized Village representative may be considered. Only written communications from Contractor's, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Village as duly authorized expressions on behalf of Contractor's.

2.101 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first three years of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Village at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Village shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Village may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Village does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Village, the contract can be cancelled by the Village upon giving thirty (30) days written notice to the Contractor.

2.102 PROHIBITION OF CONFLICTING INTEREST

No contract will be awarded to a bidding firm who has Village elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Village Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Village's bidder lists, and prohibition from engaging in any business with the Village.

2.103 NO CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

2.104 E-VERIFY

Contractor acknowledges that the Village may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Village and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its sub-Contractor's, if any, pursuant to any agreement between the Village and a State Agency, and reporting to the Village any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

2.105 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate the Agreement.

2.106 BUDGETARY CONSTRAINTS

In the event the Village is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

2.107 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Village.

2.108 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Miami-Dade County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

2.109 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Village waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

2.110 DEBARMENT AND SUSPENSION

Bidders are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental agency.

2.111 FEDERAL/STATE CONTRACT PROVISIONS

- A. Equal Employment Opportunity - All contracts shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- C. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - When required by Federal program legislation, all construction contracts awarded of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. If the Recreational Trails Program is NOT within the right-of-way of a Federal-aid highway, then 23 U.S.C. 113(A) does not apply.
- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, all contracts awarded in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials nor articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) - Contracts in excess of \$100,000; provision that requires the compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has

not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- G. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- H. Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)) - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- I. Compliance with all Federal statutes relating to nondiscrimination - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91 -616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
- J. Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- K. Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328) that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- L. Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- M. Compliance with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-

- 190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- N. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 - O. Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 - P. Compliance with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 - Q. Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
 - R. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - S. Compliance with the mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - T. Compliance with Limitation on Federal Participation (23 CFR 1.9) pertaining to the use of Federal-aid funds

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 QUESTIONS REGARDING SPECIFICATIONS

Any questions regarding the specifications shall be addressed to the Procurement Specialist, Finance Department, Village of Palmetto Bay, via e-mail at KBada@palmettobay-fl.gov or in writing to 9705 E Hibiscus St., Palmetto Bay, FL 33157.

All questions about the meaning or intent of the Contract Documents shall be submitted to Village in writing, or the Bidder shall be deemed to have waived all claims associated therewith. Replies will be issued by Addenda emailed to all parties recorded by Village as having received the Bidding Documents. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village within 5 days prior to bid opening. Failure to submit written questions regarding the Project Specifications or Drawings 5 days prior to bid opening shall constitute a waiver of all claims associated herewith. Questions received after **Friday, May 22nd, 2015, 2:00pm** will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be considered or relied upon by the Bidder. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

3.2 BID FORM

The Bid Form is attached hereto; additional copies may be obtained from the Village. Bid Forms must be completed in ink or by typewriter. The Bid Price of each item on the Bid Form must be stated in words and numerals. Contractor must bid on all alternates in the Bid Form. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Corporations must be authorized to do business in the State of Florida. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form). The address to which communications regarding the Bid are to be directed must be shown.

3.3 PRE-BID CONFERENCE

Contractors are required to attend a **MANDATORY PRE-BID CONFERENCE** on Tuesday, May 19th, 2015 at Coral Reef Park Recreation Room, 7895 SW 152 Street, Palmetto Bay, FL 33157 at 10:00am. Doors will be closed to any Contractor who arrives **10 minutes** after Mandatory Pre-Proposal Conference has begun. All questions will be addressed at this conference and any available new information will be provided at that time.

3.4 TIE BIDS

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 Contractors 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 action 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 on contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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.

3.5 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from bid specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village and design professional, in writing. If the plans and specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Specialist in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3.6 CONTRACTOR'S RESPONSIBILITY

The Contractor shall visit the site of the work, and it will be assumed that the Contractor has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials/services to be furnished.

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the Village's Project Manager or the Chief Procurement Specialist for interpretation or decision, and such decision shall be final. Bidder shall advise the Village in writing, at least ten days prior to bid opening, of any conditions which may adversely affect the work.

No exceptions will be considered on behalf of the Contractor, after the bids are opened, for any error or negligence in determining the site conditions; and, the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

Before submitting a Bid, each Bidder must

- (a) examine the Contract Documents & Project Specifications thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are:
 - (i) free from material errors, omissions, and/or inconsistencies; and
 - (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project;
- (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work;
- (c) familiarize himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work;
- (d) study and carefully correlate Bidder's observations with the Contract Documents; and
- (e) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain a qualified supervisor or superintendent at the Work site who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor(s) shall be present at the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall also be transmitted to the Contractor's home office).

3.7 AVAILABILITY OF LANDS

The Village will furnish the lands upon which the work is to be done, right-of-way for access thereof, and such other lands which are designed for the use of the Contractor. Easements for permanent structure of permanent changes in existing facilities will be obtained and paid for by the Village, unless otherwise specified in the Contract documents. Other access to such lands or right-of-ways for the Contractor's convenience shall be the responsibility of the Contractor.

The Contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of material and equipment.

3.8 SUBSURFACE CONDITIONS

The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Village.

3.9 LICENSES OR CERTIFICATIONS

A Copy of the Contractor's Licenses or certifications of competency shall be enclosed with each bid.

3.10 MATERIALS, INSPECTION, AND RESPONSIBILITY

The Village shall have a right to inspect any deliverables, material or equipment to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Contractor shall be responsible for the contract quality and standards of all materials, equipment, components or completed work finished under this contract for 12 months from the date of final approved inspection and acceptance. Deliverables, Materials, components, equipment or completed work not complying therewith may be rejected by the Village and shall be replaced by the Contractor at no cost to the Village. Any deliverables, materials, equipment or components rejected shall be removed within a reasonable time from the premises at the entire expense of the Contractor, after written notice has been mailed by the Village to the Contractor that such materials, equipment or components for work have been rejected.

3.11 SAFETY AND PROTECTION

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

1. All employees and other persons, who may be affected thereby,
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Village.

3.12 EMERGENCIES

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Village, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Village prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time as provided in the Contract documents.

3.13 COMPLETION TIME

If awarded the Total Bid Work, the successful bidder will agree to complete all specified work within 60 after receiving notice to proceed with work for a specific project, the Contractor shall commence promptly within twenty-four hours of Notice to Proceed and shall efficiently prosecute the work with adequate personnel and equipment until completion. When applicable required engineering, plans, etc. shall be completed and permitted within the first 30 days, exceptions in the form of an extension of time completion may be considered; and if approved, shall be corresponded in writing by the Village. The contract shall remain in effect until completion of project. The Village of Palmetto Bay, FL, reserves the right by mutual agreement, to add additional units to this contract, maintaining the same terms, condition and price.

3.14 SUPERVISION

The Contractor is to be responsible for his employees and Subcontractors, and for compliance with all laws and ordinances governing his work. He shall be responsible for the accuracy of the laying out and giving his personnel superintendence to the work. He shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the Village. He shall at all times take proper precautions to protect his work and materials from damage and disfigurement until accepted.

3.15 PERMITS, LICENSES AND FEES

The Contractor shall obtain and pay for all licenses, permits or fees required for this contract; and shall comply with all laws, ordinances, regulations and code requirements applicable to the services contemplated herein. Damages, penalties and or fines imposed on the Village or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

3.16 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.

The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical conduits, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such it may be properly shored, supported and protected, or the Contractor may relocate them if he desires, The Contractor shall give all proper notices, shall comply with this requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work.

3.17 USE PREMISES

The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits and directions of the Village, and shall not unnecessarily encumber any part of the site. The Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any party of the work to stresses or pressures that will endanger it. Furthermore, the Contractor shall enforce the Village's instructions in connection with signs, advertisements, fires and smoking.

3.18 PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while removing and replacing materials and equipment. The Contractor shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of final payment for the Project by the Village, the Contractor shall remove all his surplus and discarded materials, excavated material and rubbish from the property, roadways, sidewalks, parking areas, lawn and all adjacent property; shall clean the his portion of Work involved in any building under this Contract, so that no further cleaning by the Village is necessary prior to its occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition. Any damage done by the Contractor, whether it is necessary to the installation or accidental, shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Director of the Department of PARKS AND RECREATION.

If the Contractor does not clean the Work site, the Village may remove the rubbish and charge the cost to the Contractor.

3.19 LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Contract.

3.20 PAYMENT VERIFICATION

Contractor 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.

3.21 BID GUARANTY

Bid must be accompanied by a bid guaranty in the form of a certified bank check (payable to the Village of Palmetto Bay) or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding \$50,000.00 a bid guaranty is not required.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Village believes to have a reasonable chance of receiving the award may be retained by Village until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Village to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

3.22 PERFORMANCE AND MAINTENANCE BONDS

Within ten (10) days of the award of contract, the Contractor shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the Village of Palmetto Bay. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding \$50,000.00 a performance and maintenance bonds are not required.

- a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.
- b. A Labor Payment Bond

END OF SECTION

SECTION 4.0 SCOPE OF WORK

4.1 Background

The Village of Palmetto Bay is proud to be recognized as the "Village of Parks." Village residents enjoy the many benefits of a premier park system composed of five Village-operated park facilities that offer a myriad of opportunities ranging from active to passive, recreation to preservation and field activities to water recreation. All that the parks have to offer is further complimented by the addition of a public neighborhood library situated in a passive park overlooking Biscayne Bay.

- *Coral Reef Park* - Located in the heart of the Village, Coral Reef Park is Palmetto Bay's signature park. The property encompasses an amazing 54 acres of green open spaces and a pineland preserve area. The park is bisected by the c-100 canal, which divides most of the active amenities from passive areas of the park. Coral Reefs west side offers opportunities for tennis, racquetball, baseball, football, soccer, and beach volleyball, an innovative playground area, and lush tree canopies. The lush tree canopy continues on the east side, providing natural shade to walkers and joggers utilizing the interior pathways. A meditation garden/gazebo and large pavilion are the perfect locations for relaxing picnicking or the hosting of private gatherings. Coral Reef Park also serves as the venue for various cultural events, from art shows to concerts to movies.

4.2 Scope of Work

The scope of these specifications is to contract for the removal and installation of 2,600 linear feet, 8 feet wide asphalt trail along the discontinuous areas for improvements at Coral Reef Park, 7895 SW 152 Street, Palmetto Bay, Florida 33157; inclusive of tree dams/root barrier and sod repair along the discontinuous areas. It is the responsibility of the CONTRACTOR to prepare the ground under the trail to meet the required standards, which include cutting and removing roots.

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 Work includes construction sequencing, surveying for construction layout and grading, installation of road base to conform to the grades requested and installation of asphalt.

All bids must be on a lump sum price basis per the proposal form.

All bidders are required to be fully licensed to work in the State of Florida.

4.3 PRE-CONSTRUCTION CONFERENCE

Prior to the commencement of any work, a pre-work conference will be held with the awarded CONTRACTOR to discuss project scope, schedule, and any other items, rules or regulations relative to the project to which the

CONTRACTOR must adhere. The CONTRACTOR shall be informed of the time and place of this meeting in written or verbal form in advance of the meeting date. In the event, the Village cancels or otherwise waives the pre-construction conference; the Village shall inform the CONTRACTOR in writing of such determination.

The CONTRACTOR shall schedule, and conduct the work at times and in a manner, which shall not interfere with scheduled events and activities, and shall not cause annoyance to residents in close proximity to the project location.

4.4 WORK SCHEDULE

All work shall be completed as scheduled. The CONTRACTOR shall not work or perform any operations during inclement weather that may destroy or damage the work area. In the event of a severe flood warning, tropical storm warning, or a hurricane warning; the CONTRACTOR may submit a written request for additional time to complete scheduled work.

CONTRACTORS shall recognize that the Village and possibly other CONTRACTORS may, when necessary, conduct other activities and operations at a location in close proximity to the project.

The CONTRACTOR may be required to modify or curtail certain operations and shall promptly comply with any request by the Village Manager or his designee.

4.5 TECHNICAL SPECIFICATIONS

Technical Specifications are referenced to applicable jurisdictional standards. Technical specifications which are pertinent for the proposed construction are provided in this document, as listed in the table of contents.

END OF SECTION

SECTION 5.0 TECHNICAL SPECIFICATIONS

5.1 GENERAL

The applicable portions of the 2010 Edition of the FLORIDA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION and its supplements with changes pertaining thereto, as amended by the General Specifications and the following Special Provisions; all are hereby made a part of this Contract. All testing, as required, shall be the responsibility of the CONTRACTOR, who shall submit test results to the City Inspector for his approval. Further, the applicable portions of the SOUTH FLORIDA BUILDING CODE and the PUBLIC WORKS MANUAL OF MIAMI-DADE COUNTY, shall apply to this project.

Unless otherwise noted, all references in the Special Provisions refer to the Florida Department of TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

5.2 LOCATION OF WORK

The area where the work is to be performed is located at Coral Reef Park, 7895 SW 152 Street, Village of Palmetto Bay, Florida. The exact location and limits of construction are to be determined by the PARKS AND RECREATION Director and/or his designee.

5.3 SCOPE OF WORK

The scope of these specifications is to contract for, on an as needed basis, for the removal and installation of 2,600 linear feet, 8 feet wide asphalt trail along the discontinuous areas for improvements at Coral Reef Park, 7895 SW 152 Street, Palmetto Bay, Florida 33157; inclusive of tree dams/root barrier and sod repair along the discontinuous areas. It is the responsibility of the CONTRACTOR to prepare the ground under the trail to meet the required standards, which include cutting and removing roots.

A Miami-Dade County CONTRACTOR's Certificate is required in one of the following categories:
General Building, General Engineering, Paving Engineering Contractor or other category as applicable to Chapter 10 of the Code of Metropolitan Dade County.

It will be the sole responsibility of the Contractor to dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Contractor.

The bidder shall be responsible for the safety of park employees, visitors and other alike during the duration of the project. Signage indicating trail closure must be present during project construction. All work areas will meet safety requirements for pedestrian traffic and must be left in a clean and orderly manner. All grass areas and/or private property that is damaged while work area is under construction shall be restored as found by the Contractor prior to leaving the work areas after completion of work. It is recommended that the Contractor keep a before and after picture history, at no cost to the Village, should any questions arise and be made available to the Village of Palmetto Bay, PARKS AND RECREATION Department if needed.

All work must meet or exceed the State of Florida Department of Transportation Applicable Standards to include the South Florida Building Code and Metropolitan Dade County PARKS AND RECREATION Standards.

The supervision of the execution of this Contract is vested wholly in the PARKS AND RECREATION Director or

his representative. The instructions of the PARKS AND RECREATION Director or his representative are to be strictly and promptly followed in every case. The Contractor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The PARKS AND RECREATION Director or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting or directing the same and the Contractor is to afford him all necessary facilities and assistance for so doing. The PARKS AND RECREATION Director or his representative's stakes, grades or lines are to be preserved by the Contractor, or reset at the Contractor's expense.

Time is an essential element of this contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic and interfere with business it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed so by the Village of Palmetto Bay PARKS AND RECREATION Director or Inspector.

In the event any delays or suspension of operations occur, the Contractor will be responsible to hire off duty police, erect barricades, or take whatever actions necessary. By submitting a bid, the Contractor agrees to the conditions as stated above.

5.4 ROOT BARRIER SPECIFICATIONS

- 1.1 Related Documents
 - A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division or Specification Sections, apply to this Section.
- 1.2 Summary
 - A. Section Includes:
 - 1. Furnishing and installation of Tree Root Barrier
 - B. Related Sections:
 - 1. Division 32 – Exterior Improvements
- 1.3 Definitions
 - A. Tree Root Barrier: Plastic mechanical barrier in modular panels used to redirect and guide tree roots down and away from hardscape surfaces.
 - B. Linear Application: Installation method of Tree Root Barrier, used in a straight line along the hardscape to be protected.
 - C. Surround Application: Installation method of Tree Root Barrier, surrounding a planting area perimeter.
 - D. Root Pruning Application: Installation method of Tree Root Barrier, used for existing trees in planting areas where existing roots must be severed for installation.
- 1.4 Submittals
 - A. Product data: Manufacturers standard literature defining materials for use on the Project.
 - B. Samples, if required by Architect:
 - 1. Tree root barrier: One full length panel.
 - C. Quality control: Complete installation instructions specified, may be combined with product data.

1.5 Quality Assurance

A. Manufacturer's qualifications:

1. Minimum twenty-five (25) years experience in tree and plant protection.

1.6 Delivery, Storage and Handling

A. Packing and Shipping

1. Provide materials in original, unopened containers with manufacturer's labels intact and legible.

B. Acceptance at Site

1. Damaged materials will not be accepted, as determined by visual inspection.
2. Rejected materials shall be removed from project site immediately.

C. Storage and Protection

1. Store materials in dry area in manufacturer's protective packaging, in original containers with labels and instructions intact.

PRODUCTS

2.1 MANUFACTURERS

A. Acceptable manufacturers:

1. Products specified as standard of quality are manufactured by DeepRoot Green Infrastructure, LLC. (DeepRoot), 530 Washington Street, San Francisco, CA 94111; 800.458.7668; fax 800.277.7668; www.deeproot.com
2. Products meeting standards listed within this specification may be acceptable for use subject to approval of product list and samples.

2.2 MANUFACTURED UNITS

A. Tree Root Barrier

1. 24" Depth, UB 24-2

- a. Material: black, recyclable, injection molded panel manufactured with 75% reprocessed polypropylene with added ultraviolet inhibitors.
- b. Dimensions: 0.080" (2.03 mm) wall thickness in modules 24" (609 mm) long and 24" (609 mm) deep.
- c. Additional specifications:
 - i. 3/8" (9.53mm) wide integral molded 0.060" (1.52mm) thickness double top edge with stiffening ribs; bottom edge attached to vertical root deflecting ribs.
 - ii. Integral molded vertical root directing ribs; 0.060" (1.52mm) thickness by 1/2" (12.7mm) deep spaced at 6" (152mm) O.C.
 - iii. Integral molded horizontal anti-lift ground lock tabs; 0.075" (1.90mm) thickness by 2" (50.8mm) long by 1/2" (12.7mm) wide; minimum twelve per panel.
 - iv. Integral zipper joining system for panel connections.

2. 48" Depth, UB 48-2

- a. Material: Extruded Homopolymer Polyethylene with ultraviolet inhibitors.
- b. Dimensions: 0.080" (2.03 mm) thick, in modules 24" (609mm) wide and 48" (1220 mm) deep.
- c. Integral vertical root directing ribs at 6" (152mm) O.C.
- d. Integral joining system for panel connections.

INSTALLATION

3.1 EXAMINATION

A. Verification of conditions

1. Verify other work in other sections is complete in order to minimize site impacts by installation of tree root barrier.
2. Any damage to site work due to installation of tree root barrier shall be repaired at the expense of the Contractor.

3.2 Linear Applications

A. For installation along linear applications of hardscapes:

1. Assemble the appropriate number of root barrier panels using Zipper Joining System.
2. Trench immediately adjacent to hardscape to the appropriate depth for installation of specified root barrier so that top of barrier is ½"-1" (12.7mm to 25.4mm) above finished soil grade.
3. Place root barrier in trench, vertical ribs facing toward planting area and tree roots.
4. Where possible, use hardscape as a guide for root barrier alignment.
5. Backfill adjacent planting soil against the root barrier to promote clean fit to hardscape. Fill to finish grade per project specifications.

3.3 Surround Applications

A. For installation within individual tree openings or planters that require root barrier protection along all sides of hardscapes.

1. Assemble the appropriate number of root barrier panels using Zipper Joining System.
2. Trench immediately adjacent to hardscape to the appropriate depth for installation of specified root barrier so that top of barrier is ½"-1" (12.7mm to 25.4mm) above finished soil grade.
3. Place root barrier in trench, vertical ribs facing toward planting area and tree roots.
4. Where possible, use hardscape as a guide for root barrier alignment.
5. Backfill adjacent planting soil against the root barrier to promote clean fit to hardscape. Fill to finish grade per project specifications.
6. Distribute soil evenly to maintain the shape of the root barrier and compact per project specifications.

5.4 PLANS AND SPECIFICATIONS

The plans are attached as Exhibit "A." The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material and dimensions except when the Parks and Recreation Director may authorize in writing an exception.

Measurement discrepancies shall be decided upon by the Parks and Recreation Director and the Contractor shall not proceed when in doubt as to any dimension or measurement.

5.5 PERMITS AND LICENSES

SECTION 1.25 - GENERAL: This section is amended to include the following:

Permits, which are issued by VILLAGE OF PALMETTO BAY, for construction within the public right-of-way, and/or additional permits, which may be required by other municipalities or agencies, including those required for tree removal, will be the responsibility of the Contractor.

5.6 LIMITATIONS OF OPERATIONS

All work shall be performed during daytime only. (8:00 AM to 4:30 PM) No work shall be done at all on Saturday or Sunday, except such work as is necessary for the proper care and protection of the work already performed, or, except that permission to do such work may be secured from the City Inspector.

5.7 FIELD OFFICE

Field office will not be needed.

5.7 SITE INVESTIGATION

SECTION 3.8 - Subsurface Conditions: This section is expanded to include the following:

The Contractor, by virtue of signing the Contract, acknowledges that he/she and all his/her subcontractors have satisfied themselves as to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation and traffic maintenance; disposal, handling and storage of materials and access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the Contractor to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if he/she is awarded the Contract.

5.9 PERFORMANCE OF WORK

SECTION 2.5 - CONTRACTOR'S RESPONSIBILITIES: This section is expanded to include the following:

The Contractor will furnish a qualified superintendent who will be present at all times during the course of the work, and shall be authorized to act for the Contractor. The Contractor shall keep on the job sufficient plant and equipment to meet the requirements of the work. The plan shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work as set forth in the Plans and Specifications. The plan and all operations shall be subject to inspection by the City Inspector at all times. The Contractor shall submit for approval by the City Inspector a description of the type of materials and equipment to be used; and the method or procedure to be used in the performance of the work.

The contractor will furnish a Certified Arborist, who is in good standing with the National Arborist Association (NAA) during the course of the work, and shall be authorized to ensure impairment and/or endangering of trees during the cutting and/or removal of roots does not occur.

5.10 RESTORATION OF PROPERTY

SECTION 3.11 - SAFETY AND PROTECTION: This section is expanded to include:

Property public or private - if damaged during construction or removed for the convenience of the work, shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City Inspector, prior to the final acceptance of the work. Such facilities shall include, but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, footings or underground utilities.

5.11 UTILITIES

SECTION 3.11 - SAFETY AND PROTECTION: This section is expanded to include:

The Contractor shall make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. The utility companies will provide the Contractor with updates of their schedules for completing relocation work at the Preconstruction Conference. The Contractor shall incorporate these schedules into this sequence of construction.

Any relocation work required will be performed during the phase of the Contractors operation which is affected by the conflict. The Utility companies reserve the right to replace facilities during the contract period. The replacement of City owned facilities will be scheduled to occur between roadway excavation and stabilization operations. The Contractors shall cooperate with the Utility companies to coordinate this work, no additional compensation will be provided for this coordination. In the event that a complete relocation of utilities is required, but has not been accomplished prior to the effective date of the "Notice to Proceed," the Contractor, nevertheless, shall commence work under this Contract, and shall schedule the work to avoid interference with the utility relocation work. The City will not be liable for any delay or added expense the Contractor experiences due to the activities of utility companies, nor shall the City be held responsible for any damages to any utilities due to any actions by the Contractor. The Contractor shall install and maintain staking at the R/W limits to locate utility facilities. Staking shall be installed as utilities are located and maintained for the project duration.

NOTE: The Contractor shall contact the Underground Notification Center (Sunshine State One Call) at 811 at least forty-eight (48) hours prior to commencing any trenching or excavation on this project.

5.12 PREWORK CONFERENCE

SECTION 3.3 - PRECONSTRUCTION CONFERENCE: This section is expanded to include:

After the award of contract and prior to the issuance of the "Notice to Proceed," a Prewrite Conference will be held with the Contractors, members of the Village of Palmetto Bay, representatives of Utility Companies, and other contractors affected by the work. The time and place of this conference will be set by the Village of Palmetto Bay.

At the Prewrite Conference, the Contractor must provide two copies of a detailed construction scheduling program showing the proposed starting and completion dates for each work classification or bid item. The work classification should be sub-divided to the extent necessary to provide adequate detail and shall also include such items as mobilization, shop drawing review, delivery of signal and lighting equipment if applicable, etc.

5.13 AWARD OF CONTRACT AND TIME FOR COMPLETION

All work under the terms of this contract shall be completed within the number of calendar days as indicated in Section 2.21 of Special Conditions, dating from the effective date of the "Notice to Proceed."

5.14 TEST RESULTS

The Village of Palmetto Bay assumes no responsibility for the accuracy of the test results as shown in the contract documents. They are included only as a general indication of the materials likely to be found adjacent to the holes bored at the site of the proposed work. The Contractor shall examine these data and interpret the subsoil investigation and other preliminary data, and the bid shall be based on the contractor's opinion of the conditions likely to be encountered. The proposal the bidder submits shall be considered "prima facie" evidence that the bidder has made an examination as described in Section 2, Article 4 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

5.15 MOBILIZATION

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

5.16 CLEARING AND GRUBBING

The Contract Unit Price bid as indicated in the Bid Form of the Proposal shall be full compensation for all work required for clearing and grubbing; removal and disposal of flexible pavement, concrete sidewalk and curb and gutter, drainage structures and pipes, miscellaneous concrete, vegetation, trash and debris, base material, and miscellaneous items.

Partial Payment for lump sum clearing and grubbing shall be made with each partial progress estimate. Partial payment shall be provided on progress estimates on a percentage equal to the percentage of clearing and grubbing work performed.

5.17 DELAYS

If the Contractor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended upon recommendation of the PARKS AND RECREATION Director or his representative and approval by the Village Manager. Requests for extensions of time must be submitted in writing to the PARKS AND RECREATION Director or his representative within seven (7) days from Contractor's knowledge of a delay. Compensation for such delay will be the time extension only.

The Contractor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Contractor, reimbursement thereof may be adjusted and allowed by the Village only after being notified in writing by the Contractor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Contractor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Contractors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

If the Contractor fails to start the work within the time limit, and if the Village should nevertheless permit the Contractor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Contractor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Contractor.

Liability will include any claim by any person for bodily or property damage after the Notice to Proceed was given of the requested work as a result.

5.18 LIABILITIES, DAMAGES AND ACCIDENTS

The Contractor shall assume and be responsible for, and shall indemnify and safe harmless the Village of Palmetto Bay and/or representatives of same, against all claims and demands of all parties whatsoever for damages or compensation for injuries or accidents to persons, animals, property and materials, due or claimed to

be due, either directly or indirectly, to his operations or to the act or omission of himself (Contractor), his agents or workmen. The Contractor shall pay all judgments obtained by reason of accidents, injuries or damages, or infringement of patent as specified in suit or suits against the Village of Palmetto Bay, including all legal costs, court expenses and other like expenses; and the Contractor shall have the right to join in the defense of such suits.

The Contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the contract and until the final acceptance of the structure. Contractor materials shall not be stored on Village owned property unless otherwise authorized by the Parks and Recreation Director. If any materials or part of the work be lost, damaged or destroyed by any cause or means whatsoever, the Contractor shall satisfactorily repair and/or replace the same at his own cost.

The Contractor shall maintain suitable and sufficient guards, barriers, and at night, suitable and sufficient light for the prevention of accidents.

5.19 FINAL CLEAN UP

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Contractor shall remove from the site completed, all machinery, equipment surplus and discarded materials and temporary structures. All disposals of materials, rubbish and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the PARKS AND RECREATION Director. Material cleared from site and deposited on adjacent or nearby property will not be considered as having been disposed of properly.

5.20 WARRANTY

Except as may be otherwise provided in the contract agreement, the Contractor shall replace, repair or make good, without cost to the Village, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5.21 CONTRACTOR RESPONSIBILITY

The bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as drought, flooding, rainstorm, wind damage, vandalism or other acts of nature.)

The bidder shall be responsible for the safety of park employees, visitors and other alike during the duration of the project. Signage indicating trail closure must be present during project construction. All work areas will meet safety requirements for pedestrian traffic and must be left in a clean and orderly manner. All grass areas and/or private property that is damaged while work area is under construction shall be restored as found by the Contractor prior to leaving the work areas after completion of work. It is recommended that the Contractor keep a before and after picture history, at no cost to the Village, should any questions arise and be made available to the Village of Palmetto Bay, PARKS AND RECREATION Department if needed.

5.22 SCHEDULES

25.1 All services will be performed on within 60 days as identified and/or requested by the PARKS

AND RECREATION Director or his duly assigned representative. Scheduling of work is further detailed in Section 4.

25.2 The contractor will be required to maintain at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of the specifications.

END OF SECTION

SECTION 6.0 BID FORM

BID FORM Page 1 of 6	
Deliver Bid to: Village Clerk Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, FL 33157	ITB No. 1415-12-005-3 Coral Reef Park Asphalt Trail Renovations (Re-Bid)
To be opened and publicly read, Thursday, May 28 th , 2015 at 2:00pm	
Bidder Name:	Phone Number:
Mailing Address:	Fax Number:
Village, State, & Zip Code:	Toll Free Number:
Bid Contact Person: (Please print clearly)	F.E.I.D. Number:
Bid Guaranty/Bond Enclosed in the amount of: (When Required)	Email Address:
Total bid amount for items on Page 2 of Bid Form in figures (Lump sum); Do not include optional pricing: \$ _____	
Total bid amount for items on Page 2 of Bid Form (Written); Do not include optional pricing: _____ _____	

PLEASE USE THIS PAGE AS THE COVER PAGE FOR YOUR BID SUBMISSION

Bid Form
Page 2 of 6

Coral Reef Park Asphalt Trail Renovations (Re-Bid)

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Mobilization and General Conditions	LS	1		
2	Removal of existing asphalt and sub-Base 12" below existing grade	SY	2,311		
3	Stabilize sub-base	SY	2,311		
4	12" Lime rock base (compacted to a minimum of 98% of maximum density)	SY	2,311		
5	1½" Type S3 Asphaltic Concrete	SY	2,311		
6	Tree Dams/Root Barrier (as per Specs. Section 5.4)	LF	2,460		
7	Replace all damaged sod and re-grade edges to level asphalt finish	SY	1,200		
9	Survey for Construction Layout	LS	1		
<i>Total</i>					

The Following Bid Item Notes Apply To All Bid Items:

- Quantities shown are approximations and for comparison purposes only; subject to field verification by contractor.
- Trail renovations may be reduced or increased dependent upon available funding.

TOTAL BID AMOUNT FOR ITEMS IN FIGURES (LUMPSUM): \$ _____

TOTAL BID AMOUNT FOR ITEMS (WRITTEN): _____

CONTRACTOR: _____

Signature of Official: _____ Name (typed): _____

Title: _____ Date: _____

Bid Form
Page 3 of 6

OPTIONAL Coral Reef Park Asphalt West Trail Renovations (Re-Bid)

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Mobilization and General Conditions	LS	1		
2	Removal of existing asphalt and sub-Base 12" below existing grade	SY	1,100		
3	Stabilize sub-base	SY	1,100		
4	12" Lime rock base(compacted to a minimum of 98% of maximum density)	SY	1,100		
5	1½" Type S3 Asphaltic Concrete	SY	1,100		
6	Tree Dams/Root Barrier (as per Specs. Section 5.4)	LF	2,900		
7	Replace all damaged sod and re-grade edges to level asphalt finish	SY	600		
9	Survey for Construction Layout	LS	1		
<i>Total</i>					

The Following Bid Item Notes Apply To All Bid Items:

- Quantities shown are approximations and for comparison purposes only; subject to field verification by contractor.
- Trail renovations may be reduced or increased dependent upon available funding.

TOTAL OPTIONAL BID AMOUNT FOR ITEMS IN FIGURES (LUMPSUM): \$ _____

TOTAL OPTIONAL BID AMOUNT FOR ITEMS (WRITTEN): _____

CONTRACTOR: _____

Signature of Official: _____ Name (typed): _____

Title: _____ Date: _____

Bid Form
Page 4 of 6

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 5 of 6

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. _____ 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 generally described as follows:

The removal and installation of 2,600 linear feet, 8 feet wide asphalt trail along the discontinuous areas for improvements at Coral Reef Park, 7895 SW 152 Street, Palmetto Bay, Florida 33157; inclusive of tree dams/root barrier and sod repair along the discontinuous areas. It is the responsibility of the contractor to prepare the ground under the trail to meet the required standards, which include cutting and removing roots.

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

Bid Form
Page 6 of 6

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.

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 _____ DAY OF _____ 20_____ .

BID SUBMITTED BY:

Signature and Date

Title

Name

Company

END OF SECTION

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 _____ Dollars (\$_____), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the Palmetto Bay Coral Reef Park Asphalt Trail Renovations (Re-Bid) (ITB No. 1415-12-005-3).

Company: _____

Name: _____

Signature: _____

Title/Position: _____

TO THE VILLAGE OF PALMETTO BAY:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as obligee, hereinafter called Village, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the Village, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20__ .

Federal Tax I.D.# _____ CONTRACTOR License I.D.#: _____

Principal _____ Surety _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
_____(hereinafter called the Principal), and
_____(hereinafter called the Surety), a Corporation chartered
and existing under the laws of the State of _____ with its principal offices in the Village of and
authorized to do business in the State of Florida, and the Village of Palmetto Bay, and having an Agent
resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly
bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of
_____ Dollars (\$ _____), 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 ASPHALT TRAIL RENOVATIONS (RE-BID)(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 Contract 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 _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____, under its corporate seal, this ____ day of _____, and attested by its _____, A.D., 20__.

ATTEST:

By: _____ (Title)
(Principal)

ATTEST:

By: _____
(Surety) Attorney-in-Fact

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

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): _____

DBA (Doing Business As): _____

Fed Tax ID Number: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Contact Email:** _____

Phone: _____ **Fax:** _____

Business Website: _____

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. _____ **Occupational License No.** _____

Other: _____

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

- General Liability Automobile Liability Worker's Compensation Other: _____

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 KBADA@PALMETTOBAY-FL.GOV

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

**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 statutes 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

PRINTED NAME

NAME OF COMPANY

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

PRINTED NAME

NAME OF COMPANY

TITLE

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____
(Village, Partner, Officer, Representative or Agent) of

_____ 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:

Witness

by: _____
Signature

Witness

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

PRINTED NAME

NAME OF COMPANY

TITLE

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

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 _____
 Original contract price overrun average % _____
2. Current workload – Projects in excess of \$25,000.

Project Name	Company Name	Telephone Number	Contract Price

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 debaring from Bidding by any public agency brought against the BIDDER in the last five (5) years.
5. Governmental References: (Continued on following page)

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: _____

Name of Bidder: _____

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: _____

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: ___ Yes ___ No

Was the work performed to acceptable quality standards: ___ Yes ___ No

Would you enter into a contract with the vendor in the future? ___ Yes ___ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? ___ Yes ___ No

Total number of change orders: _____ Were any contractor driven: _____

Number of RFI's submitted by the vendor: _____

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

Comments:

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

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

Sincerely,

Kristy Bada, Procurement Specialist

9705 E Hibiscus Street • Palmetto Bay, FL 33157

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

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

I, being duly first sworn state:

That the above named 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 12101-12213 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, 29 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): _____

Title: _____

CONTRACTOR: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

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

I, _____ 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:

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

Name of Entity, Individual, Partners or Corporation

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

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

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:

Signature of Official: _____

Name (typed): _____

Title: _____

CONTRACTOR: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- 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: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

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

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 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.
- 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): _____

Title: _____

CONTRACTOR: _____

Date: _____

Continued on following page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

NOTICE OF INTENT TO AWARD

TO: _____
Contractor

Address

ATT: _____
Name and Title

Project: Coral Reef Park Asphalt Trail Renovations (Re-Bid)
ITB No 1415-12-005-3

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars
(\$_____) submitted to the Village of Palmetto Bay
_____(Village) on _____(Date).

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,

By: _____
Kristy Bada, Procurement Specialist

PERFORMANCE BOND

PROJECT TITLE: Coral Reef Park Asphalt Trail Renovations (Re-Bid)(the "Project")

CONTRACTOR :

CONTRACT NO: 1415-12-005-3

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 **Coral Reef Park Asphalt Trail Renovations
(Re-Bid)(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: _____

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: _____

NOTICE TO PROCEED

TO: _____
Contractor

Address

ATT: _____
Name and Title

Project: Coral Reef Park Asphalt Trail Renovations (Re-Bid)
Contract No.: 1415-12-005-3

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the OWNER. The Commencement date is _____, 20____. Completion date shall be _____, 20____.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Building and Capital Projects Director and Parks and Recreation Director will be responsible for this project.

Sincerely yours,

Kristy Bada, Procurement Specialist

SECTION 8.0 AGREEMENT

**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 Metro Express, 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 scope of these specifications is to contract for the removal and installation of 2,600 linear feet, 8 feet wide asphalt trail along the discontinuous areas for improvements at Coral Reef Park, 7895 SW 152 Street, Palmetto Bay, Florida 33157; inclusive of tree dams/root barrier and sod repair along the discontinuous areas. It is the responsibility of the contractor to prepare the ground under the trail to meet the required standards, which include cutting and removing roots.

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:

**VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")
CORAL REEF PARK ASPHALT TRAIL RENOVATIONS (RE-BID) (the "Project")**

Article 2. CONTRACT TIME.

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

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is

not substantially or finally complete within the time specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with 5.17 of the Technical Specifications. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER One Hundred and 00/100 dollars (\$100.00) 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.
- 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: \$193,449.00

Contract Price (in words): One Ninety Three Thousand, Four Hundred and Forty Nine and 00/100

Article 4. PAYMENT PROCEDURES.

All invoices should show purchase order number and be sent to: Village of Palmetto Bay, Parks and Recreation 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. Any interest earned on the retainage shall accrue to the benefit of the VILLAGE. For contracts not exceeding \$100,000.00 a ten (10) percent retainage will not be withheld.

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:

4. The Work has progressed to the point indicated.
5. 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
6. 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 .
7. 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.
8. 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:

9. The Work is defective, or completed Work has been damaged requiring correction or replacement,
10. The Contract Price has been reduced by Written Amendment or Change Order,
11. The Village of Palmetto Bay, FL has been required to correct defective Work or complete Work, or,
12. The Village has actual knowledge of the occurrence of any of the events such as:
 - (iv) 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),
 - (v) If the CONTRACTOR DISREGARDS laws or regulations of any public body having jurisdiction;
 - (vi) If the CONTRACTOR otherwise VIOLATES in any substantial way provisions of the Contract Documents;
13. The Village of Palmetto Bay, Florida may refuse to make payment of the full amount because:
 - (iv) 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.
 - (v) There are other items entitling the Village to a set-off against the amount recommended, or
 - (vi) 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

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.

- 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. Solicitation Document and this Contract
- 7.2. Exhibits to this Contract
- 7.3. Performance and Payment Bonds
- 7.4. Notice of Intent to Award
- 7.5. General Conditions
- 7.6. Scope of Work
- 7.7. Technical Specifications
- 7.8. Drawings bearing the following general title:
Coral Reef Park Asphalt Trail Renovations (Re-Bid) (the "Project")
- 7.9. Addenda
- 7.10. CONTRACTOR'S BID
 - 7.10.1 Documentation submitted by CONTRACTOR prior to Notice of Intent to Award
 - 7.10.2 Any Modifications, including Change Orders, Work Authorizations, duly delivered after execution of the Contract.
 - 7.10.3 Advertisement for Bids.
 - 7.10.4 Certification Regarding Debarment
 - 7.10.5 Non-Collusion Affidavit
 - 7.10.6 Solicitation, Giving, Acceptance of Gifts Policy
 - 7.10.7 Americans with Disabilities Act Statement
 - 7.10.8 Drug-Free workplace Certification
 - 7.10.9 Business Entity Affidavit
 - 7.10.10 Sworn Statement on Public Entity Crimes
 - 7.10.11 Contractor Affidavit and Partial Release
 - 7.10.12 Contractor Affidavit and Final Release
 - 7.10.13 Waiver and Release of Lien Upon Progress Payment
 - 7.10.14 Waiver and Final Release of Lien

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.

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

OWNER

CONTRACTOR

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

ADDRESS

BY _____

BY _____

Edward Silva
Print Name

Print Name

Interim Village Manager
Title

Title

ATTEST

Meighan J. Alexander
Village Clerk

WITNESS

APPROVED AS TO FORM BY

Print Name

Dexter W. Lehtinen
Village Attorney

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION

SECTION 9.0 EXHIBITS

EXHIBIT A

Coral Reef Park Asphalt Trail Renovations (Re-Bid) (the "Project") Site Plan

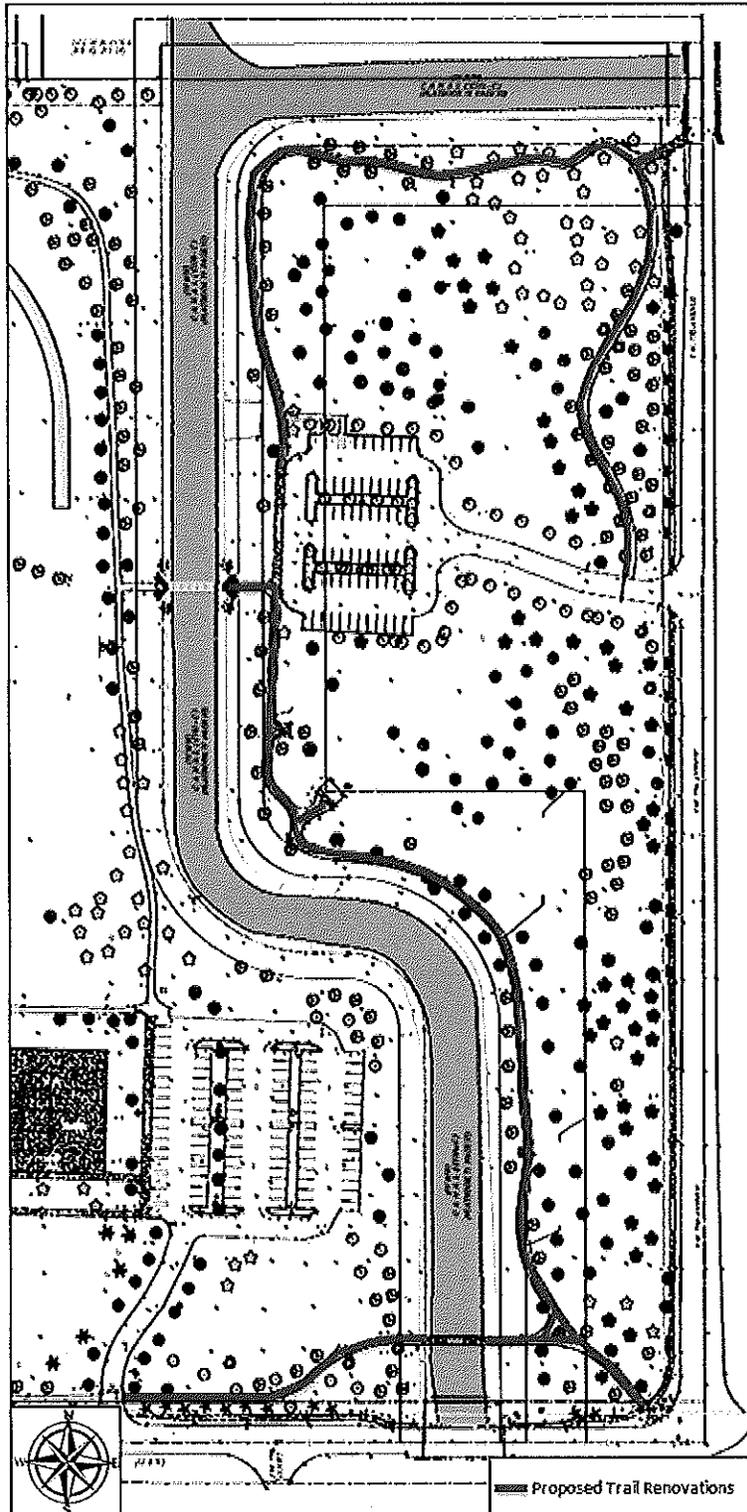


EXHIBIT B

OPTIONAL Coral Reef Park West Asphalt Trail Renovations (Re-Bid) (the "Project") Site Plan

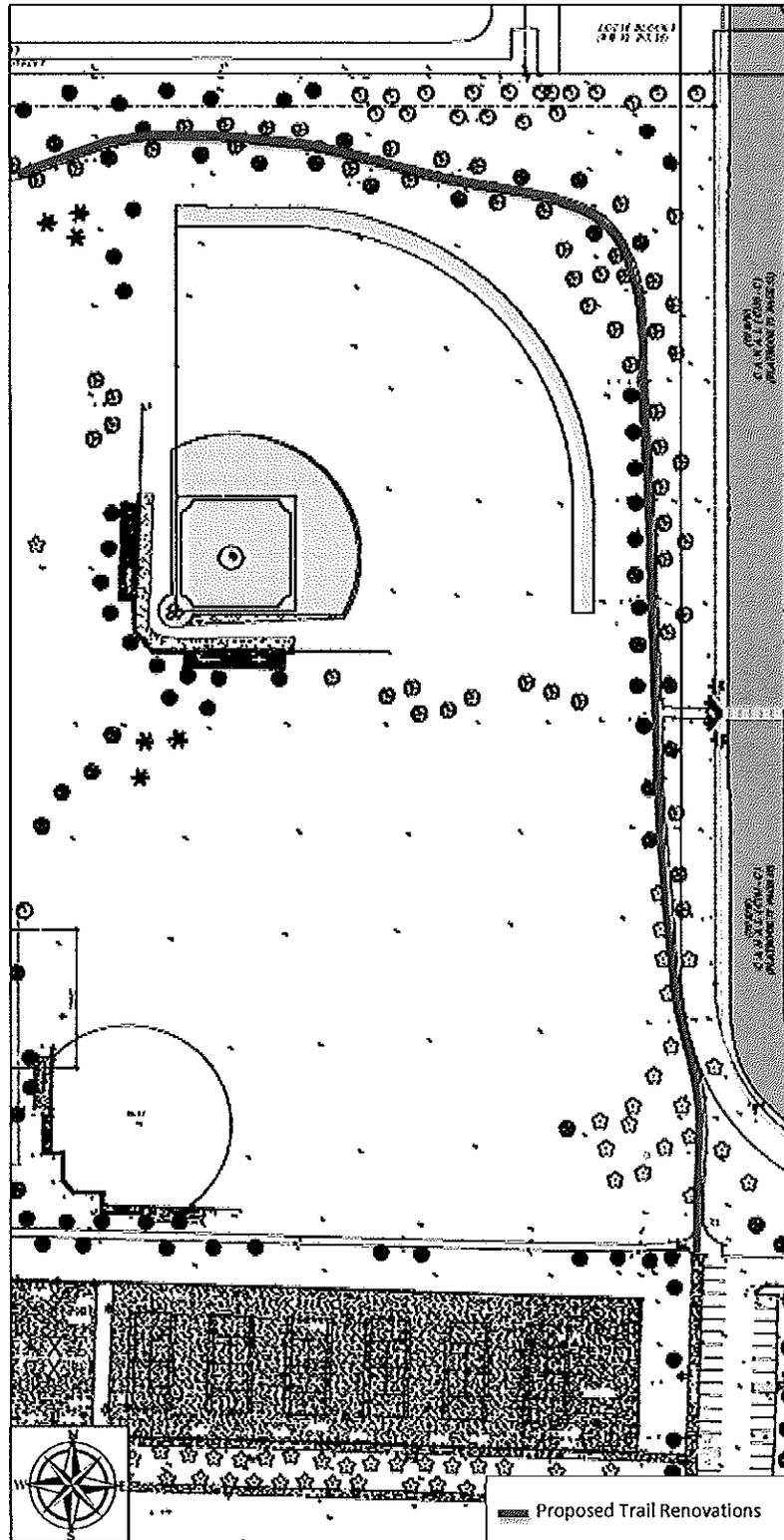


EXHIBIT C

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: Coral Reef Park Asphalt Trail Renovations (Re-Bid)

Invitation to Bid#: 1415-12-005-3

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20____, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.
2. The Contractor for and in consideration of payment to the Contractor in the amount of \$_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.
3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.
4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.
5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.

6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____. He/she took an oath, and is personally known to me or has
produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

EXHIBIT D

CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay
Project: Coral Reef Park Asphalt Trail Renovations (Re-Bid)
Invitation to Bid#: 1415-12-005-3

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20____, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.
2. The Contractor for and in consideration of final payment to the Contractor in the amount of \$ _____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for Work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner.
3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner for Work at the Project, including all change orders thereto, either oral or written, and any and all claims, demands, and liens of any kind, nature and character whatsoever.
4. All work performed under the Contract with Owner on the Project has been fully completed and that all persons, entities, Potential Lienors (subcontractors, sub-subcontractors, suppliers, laborers and materialmen) and other claimants who furnished material, labor and/or services for the Project have been paid in full.
5. This Affidavit and Final Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Contractor expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract at the Project.

6. The Contractor warrants that in connection with the Work performed on the Project, there are no outstanding contractors' liens affecting the Project, that all amounts due and payable with respect to the Work performed by the Contractor (including Social Security, Unemployment, Insurance, Sales, Use and any other taxes), Union dues, and fringe benefits to employees, if any, have been duly paid to date and/or are included in the application for final payment. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all Work performed on the Project in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

Contractor (Seal)

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

EXHIBIT E

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

Owner: Village of Palmetto Bay
Project: Coral Reef Park Asphalt Trail Renovations (Re-Bid)

Invitation to Bid#: 1415-12-005-3

Date: _____

WHEREAS, the Undersigned _____ in consideration of payment in the amount of \$ _____ which is hereby acknowledged, does waive, release and relinquish its right to claim a lien or liens for work performed and/or materials furnished to the Owner on the Project through the above date. In addition, Undersigned does waive, release and relinquish its right to claim against the Payment Bond of Contractor. This Waiver and Release of Lien Upon Progress Payment is given pursuant to Section 713.20(3) of the Construction Lien law.

The Undersigned expressly agrees to indemnify and save Owner and the Project harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of any claims by any claimant who might claim that they have not been paid for services or material furnished by or through the Undersigned for the Project through the above date.

Company: _____ (Seal)

Print: _____

By: _____

Print: _____

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

EXHIBIT F

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: Coral Reef Park Asphalt Trail Renovations (Re-Bid)

Invitation to Bid#: 1415-12-005-3

Date: _____

The Undersigned _____, for and in consideration of the final payment in the sum of \$ _____, hereby acknowledges receipt of final payment and all previous payments paid to Undersigned. In consideration of the payments received as set forth above, the undersigned hereby:

1. Represents that all work to be performed by Undersigned for the Project has been fully completed and that all persons, entities, lienors and claimants who furnished material, labor and/or services incident to the completion of said work and through the Undersigned have been paid in full.

2. Does waive, release, remise and relinquish its right to claim, demand, or impose a lien or liens or make any claim against the Payment Bond of the Contractor, for work done or materials and/or services furnished on any of the premises or property owned by the Owner.

3. Warrants that the work performed by the Undersigned on the Project (including the work performed by any person or company working through the Undersigned) is and shall be lien free, and that any person or company hired by the Undersigned does not have, nor shall have, any right to place any contractors' lien or other lien, bond, claim or other encumbrance on the Project or the property of the Owner.

4. States that this Final Release of Lien is made by the Undersigned with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Undersigned expressly agrees to indemnify and hold the Owner harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of claims by any laborers, subcontractors, sub-subcontractors, materialmen, lienors or other claimants who might claim that they have not been paid for services or material furnished by or through Undersigned in connection with the work performed on the Project.

Company: _____ (Seal)

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____,
20 ____, by _____, He/she took an oath, and is personally known to me or has
produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

RESOLUTION NO. _____

1
2
3 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF**
4 **THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO**
5 **GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY**
6 **DISTRICT; TERMINATING THE VILLAGE OF PALMETTO BAY'S**
7 **PARTICIPATION IN THE INTERLOCAL AGREEMENT;**
8 **PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilman Tim**
9 **Schaffer)**

10
11 **WHEREAS**, the Green Corridor Property Assessment Clean Energy (PACE) District is
12 a governmental special district created by an interlocal agreement among local governments,
13 including the Village of Palmetto Bay; and
14

15 **WHEREAS**, any parties to the interlocal agreement (executed by Palmetto Bay on 24
16 July 2012) are permitted to terminate its involvement with the District and its participation in the
17 interlocal agreement; and
18

19 **WHEREAS**, the use by residents of debt that is transformed into governmental special
20 assessments and placed on property tax bills (collected through tax collection methods) has
21 negative implications for owners in re-sale of their property and legal options for the
22 extinguishment of debt; and
23

24 **WHEREAS**, the interest rate charged in computing the size of the governmental special
25 assessment to be placed on the property frequently exceeds the interest rate otherwise available
26 to homeowners; and
27

28 **WHEREAS**, profits from the financing method accrue to a private entity, the Third
29 Party Administrator (Ygrene Florida Energy Fund, LLC); and
30

31 **WHEREAS**, the participation by the Village of Palmetto Bay in the PACE District
32 appears to represent an endorsement by the Village of this method of financing used by the
33 PACE District and its private Third Party Administrator (Ygrene Florida Energy Fund, LLC);
34 and
35

36 **WHEREAS**, the participation in the PACE District by the Village of Palmetto Bay
37 Village is implemented by Chapter 17 of the Village Code (adopted by Ordinance 2011-10) and
38 by the interlocal agreement (signed by Palmetto Bay on 24 July 2012); and
39

40 **WHEREAS**, the Village of Palmetto Bay does not wish to appear to endorse a method
41 of financing that encumbers real property through governmental special assessments and
42 frequently is higher than other sources of financing.
43

1
2 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
3 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
4

5 **Section 1.** Effective ten (10) days following the adoption of an ordinance by the
6 Council of the Village of Palmetto Bay that repeals Chapter 17 of the Code of Palmetto Bay
7 (entitled Green Corridor PACE District), the Village formally withdraws from and terminates
8 participation in the interlocal agreement establishing the PACE District (signed by Palmetto Bay
9 on 24 July 2012) and in the PACE District itself (pursuant to section 13 of the interlocal
10 agreement).
11

12 **Section 2.** The Village Clerk shall provide a copy of this Resolution to all parties to
13 the interlocal agreement upon passage of this Resolution, and shall inform all parties to the
14 interlocal agreement of the repeal of Chapter 17, Palmetto Bay Code (Ordinance 2011-10)
15 immediately upon its repeal.
16

17 PASSED and ADOPTED this _____ day of July, 2015.
18
19

20 Attest: _____
21 Meighan J. Alexander Eugene Flinn
22 Village Clerk Mayor
23

24
25 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
26 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:
27
28

29 _____
30 Dexter W. Lehtinen
31 Village Attorney
32

33 FINAL VOTE AT ADOPTION:
34
35 Council Member Karyn Cunningham _____
36
37 Council Member Tim Schaffer _____
38
39 Council Member Larissa Siegel Lara _____
40
41 Vice-Mayor John DuBois _____
42
43 Mayor Eugene Flinn _____
44
45



To: Honorable Mayor and Village Council

Date: July 6, 2015

From: Edward Silva, Village Manager

Re: Financial Auditing Services
Fiscal Years 2015-2017

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF A FIRM TO PROVIDE PROFESSIONAL AUDITING SERVICES AND OTHER RELATED DUTIES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH TOP RANKED FIRM; PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Section 218.39 of the Florida Statutes and Section 4.10 of the Village Charter require an independent audit of the Village's finances every year. The Village RFQ/P, and two (2) audit firms responded. The firm selected by the Village Council based on the best qualified firm, will enter into contract negotiations with the Village Manager. The negotiated contract will be brought back to the Village Council for approval.

BUDGETARY IMPACT:

Funding is appropriated each year based upon the contractual agreement.

RECOMMENDATION:

Selection of an audit firm and authorization to negotiate.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF A FIRM TO PROVIDE PROFESSIONAL AUDITING SERVICES AND OTHER RELATED DUTIES TO THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH TOP RANKED FIRM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 4.10 of the Village Charter mandates that the Council shall provide for an annual independent audit of all Village accounts. Section 4.10 further provides that the audit shall be made by "a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the Village government, its employees or officers"; and,

WHEREAS, the Village advertised a Request for Qualifications/Proposals and received responses from the following firms, which responses were provided to Council:

GLSC Company
Alberni, Caballero & Fierman LLP

WHEREAS, the Mayor and Village Council desire to select a firm from among the proposers.

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

Section 1. The following firm is selected to provide the Village with Financial Auditing Services and other related duties:

Section 2. The Village Manager is authorized to negotiate a Contract for Professional Services with the selected firm and return said contract for approval.

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

PASSED and ADOPTED this _____ day of July, 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 _____
- Council Member Tim Schaffer _____
- Council Member Larissa Siegel Lara _____
- Vice-Mayor John DuBois _____
- Mayor Eugene Flinn _____

Technical Quality

SECTION 1 – Qualifications and Experience of the Firm – (25 points)

POINTS (3)

1. Provide a brief introduction narrative letter highlighting the structure of the firm including component firm(s), legal nature of organization and number of years in existence and primary markets served; Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office (the “Home Office”) that will be assigned to the Village’s audit;

POINTS (7)

2. Specifically address the areas listed in Section 1.2 – Qualifications and Experience:

POINTS (1)

- a) The Firm is a Certified Public Accounting firm;

POINTS (1)

- b) The Firm is independent and duly licensed under Florida Statute Chapter 473 to practice in the State of Florida. (Firms shall provide the current license number issued by the Florida Department of Business and Professional Regulation);

POINTS (1)

- c) The Firm has performed governmental financial audits and related services for a minimum of ten (10) years, preferably as lead auditors;

- Provide a listing of at least three (3) comparable governmental audits the firm has conducted within the immediate past ten (10) years. The listing should identify the following:
 - Client
 - Description of work
 - Total dollar value of the contract
 - Dates covering the term of the contract
 - Client contact person, phone number and email
 - Statement of whether the Proposer is the prime or subcontractor
 - Results of the project

POINTS (1)

- d) The Firm has conducted Federal and State Single Audits for at least three (3) governmental entities within the past five (5) years;

- The listing should identify the following:
 - Client
 - Description of work
 - Total dollar value of the contract
 - Dates covering the term of the contract
 - Client contact person, phone number and email
 - Statement of whether the Proposer is the prime or subcontractor
 - Results of the project

POINTS (1)

- e) The audit firm maintains a permanent office in Palm Beach and/or Broward and/or Miami-Dade County, Florida;

POINTS (1)

- f) The audit firm's professional personnel have received adequate continuing professional education within the preceding two years as defined by the U.S. General Accounting Office's (GAO) Government Auditing Standards;

POINTS (1)

- g) The firm has no conflict of interest with regard to any other work performed by the firm for the Village of Palmetto Bay.

POINTS (3)

3. Describe the experience and length of time the firms has provided services performing:
- Audits of governmental entities, including preparing governmental financial statements
 - Federal Single Audit
 - Florida Single Audit

POINTS (3)

4. Describe the procedures of the firm for ensuring quality control and the confidentiality of information obtained from clients;

POINTS (3)

5. Indicate how the firm ensures compliance with applicable independence criteria, including, but not limited to, Government Auditing Standards issued by the Comptroller General of the United States of America (The Yellow Book), Section 473.315, Florida Statutes (Independence) and 61H1-21.001, Florida Administrative Code, Independence. **Each respondent shall provide with their proposal a statement that they meet the appropriate criteria for independence.**

POINTS (3)

6. The proposal should indicate the total number of employees of the firm, including the number of staff in the local office, the number of employees considered to be governmental audit staff, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, including any management letter comment, with a statement whether that quality control review included a review of specific governmental engagements.

The firm shall also provide information on the results of any Federal or state desk reviews or field reviews of its auditors during the past three (3) years. In addition the firm shall provide information on the circumstances and status of any disciplinary actions taken or pending against the firm during the past three (3) years with the state regulatory bodies or professional organization

POINTS (3)

7. Describe current and projected workloads/contractual obligations and how these obligations will impact the firm's ability to provide the required services during the required timeline described in Scope of Services

SECTION 2 - Qualifications and Experience of Staff - (25 Points)

POINTS (7)

1. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. The chart must clearly identify the Proposer's employees and

those of the subcontractors or sub Firms and shall include the functions to be performed by the key personnel. Indicate whether each person is licensed to practice as a certified public accountant in Florida.

POINTS (6)

2. Describe the experience, qualifications and other critical information, including relevant experience on previous similar projects, of all key personnel, including those of any subcontractor who will be assigned to the project.

It is the objective of the Village that the successful firm adequately staffs the audit with the appropriate number of experienced and trained personnel to adequately provide the required services. A trained and experienced manager is required to be active on-site to properly manage and supervise the audit team and daily activities of the audit.

POINTS (6)

3. Identify the audit firm partner and manager who would serve the Village as the primary individuals in charge of the financial audit and the single audit (include individual's résumé setting forth qualifications and Government Accounting experience);
POINTS (6)
4. Include a list of staff expected to be assigned on-site to the audit, their position with the firm, the number of years of experience for each assigned staff member, and number of years of Governmental Accounting experience for each assigned staff member.

Provide resumes and job and other detailed qualifications on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

1. The firm should also provide information on the governmental auditing experience of each person, information on the relevant continuing professional education for the past two (2) years and the membership in professional organizations relevant to the performance of this audit
2. The firm should provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specified staff to be assigned to this engagement. The firm should indicate how the quality of staff over the term of the agreement will be assured.

Note: It should be understood that it is the intent of the Village to insist those indicated as the project team in this RFQ/P response actually execute the project.

After proposal submission, but prior to the award of any contract issued as a result of the solicitation, the Proposer has a continuing obligation to advise the Village of any changes, intended or otherwise, to the key personnel identified on its proposal.

SECTION 3 - Proposed Approach to Providing the Services (25 Points)

POINTS (4)

1. Confirm Proposer's ability to fulfill all elements of the Scope of Services (See Section 2.0 of RFP/Q).

POINTS (5)

2. Describe the Proposer's methodology and segmentation of proposed engagement, including specific policies, procedures or techniques to be used in performing the services described in the Scope of Services.

POINTS (4)

3. Describe the Proposer's approach to the scheduling of work and prioritizing the Village's requests.

POINTS (4)

4. Estimate the hours of availability of the Proposers for the Village's required services, including the hours of availability of Proposers key personnel to be assigned to each proposed segment of engagement. If subcontractors are utilized, estimate the hours of availability of each.

POINTS (4)

5. Describe the Proposers ability and approach to providing the optional services (Refer to Section 2.2.3 of RFP/Q).

POINTS (4)

6. Provide any information regarding the Proposer's general work plan which the Proposer deems relevant including an explanation of the audit methodology and segmentation to be followed, and providing the following information:

- Extent of use of Electronic Data Processing software in the engagement including the ability to audit through the computer
- Sample size and the extent to which statistical sampling is to be used in the engagement
- Approach to be taken to gain and document an understanding of the Village of Palmetto Bay internal control
- Approach to be taken in determining laws and regulations subject to audit test work

OPTIONAL: Oral Presentations /Interviews (Maximum Points – 15)

Price Proposal (Maximum Points – 10)