



To: Honorable Mayor and Village Council

Date: July 2, 2012

From: Ron E. Williams, Village Manager

Re: Illuminated Street Name Signs  
(IISNS) Retrofit

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO STREET NAME SIGNS; AUTHORIZING MAGESCO, INC. TO PROVIDE INTERNALLY ILLUMINATED STREET NAME SIGNS (IISNS) RETROFIT SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$47,660.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

#### **BACKGROUND AND ANALYSIS**

The Village of Palmetto Bay passed Resolution 05-49 and entered into an Interlocal Agreement on June 9, 2006 with Miami-Dade County (MDC) to assume responsibility for the installation and maintenance of street name sign, parking restriction, warning and speed limit signs within the boundary of the Village. The Village of Palmetto Bay, Public Works Department contracted to replace Miami Dade County non-illuminated ground mounted street name signs with reflective blue Village of Palmetto street name signs. The department has concluded the replacement of all non-illuminated street name signs under the responsibility of the Village.

Miami-Dade County is currently responsible for the maintenance of all internally illuminated street name signs (IISNS) mounted at signalized intersections within the Village of Palmetto Bay. However, the IISNS located at various intersections within Palmetto Bay remain inconsistent with the color scheme of the ground mounted non-illuminated street name signs. In order to continue with the uniformity and decorum of the Village, it is in the best interest of the Village to replace the green IISNS panels installed by MDC to coincide with the reflective blue color scheme of the non-illuminated street name signs.

This project consists of retrofitting 59 existing MDC Internally Illuminated Street Name Signs (IISNS) panels at 16 Intersections (see Appendix A) within the Village of Palmetto Bay. All work under the scope of this project must be performed in accordance with all applicable sections of the Special Provisions for Traffic Signal Construction in Miami-Dade County as well as all state and national standards for signal construction. In addition the contractor must comply with the Illuminated Street Name and Specialty Signage

specifications as created by Miami-Dade County Public Works Waste Management (PWWM) Department. All sign designs must be submitted to Miami-Dade County Signs and Signals Division prior to manufacturing for final approval. Once the Village has accepted the work as complete under contract 2012-PW-101, PWWM will resume its responsibility for the installation and maintenance of the IISNS signs installed under contract 2012-PW-101 including fabrication of replacement panels.

A competitive bid process was followed for IISNS Retrofit with the issuance of Invitation to Bid No. 2012-PW-101 on June 6, 2012. The bid was advertised in the Daily Business Review on June 6, 2012. On June 20, 2012 one (1) contractor submitted a bid for IISNS Retrofit at which time it was publicly opened and read aloud. The Village Administration reviewed the bid package and summarized the submittal based on pricing, completeness, experience and references. After a thorough analysis of the response Village Administration concluded that Magesco, Inc. a Miami-Dade County approved licensed signalization contractor was the lowest, most inclusive and responsible bid.

Magesco, Inc. provided the Village of Palmetto Bay with a base bid of \$47,660.00. The base bid includes retrofitting of 59 panels at 16 Intersections (see Appendix A) within the Village of Palmetto Bay, which includes maintenance of traffic at 16 intersections; fabrication, removal and installation of 59 panels.

The Department of Public Works recommends that it is in the best interest of the Village to establish a contract with Magesco, Inc., which submitted the lowest, most inclusive and responsible bid to provide the requested IISNS Retrofit in accordance with Invitation to Bid No. 2012-PW-101. The Administration is requesting authorization from the Village Council to enter into an agreement with Magesco, Inc. to provide IISNS Retrofit Services.

#### **FISCAL/BUDGETARY IMPACT**

Funding is available and budgeted for this item under "Special Revenue Fund- Street Signs" for an amount of \$47,660.00 in the Fiscal Year 2011-2012.

#### **RECOMMENDATION**

Approval is recommended

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO STREET NAME SIGNS; AUTHORIZING MAGESCO, INC. TO PROVIDE INTERNALLY ILLUMINATED STREET NAME SIGNS (IISNS) RETROFIT SERVICES WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$47,660.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palmetto Bay passed resolution 05-49 and entered into an Interlocal Agreement on June 9, 2006 with Miami-Dade County (MDC) to assume responsibility for the installation and maintenance of street name sign, parking restriction, warning and speed limit signs within the boundary of the Village; and

**WHEREAS**, the Village of Palmetto Bay, Public Works Department contracted to replace Miami Dade County non-illuminated ground mounted street name signs with reflective blue Village of Palmetto street name signs; and

**WHEREAS**, the department has concluded the replacement of all non-illuminated street name signs under the responsibility of the Village; and

**WHEREAS**, Miami-Dade County is currently responsible for the maintenance of all internally illuminated street name signs (IISNS) mounted at signalized intersections within the Village of Palmetto Bay; and

**WHEREAS**, the IISNS located at various intersections within Palmetto Bay remain inconsistent with the color scheme of the ground mounted non-illuminated street name signs; and

**WHEREAS**, in order to continue with the uniformity and decorum of the Village, it is in the best interest of the Village to replace the green IISNS panels installed by MDC to coincide with the reflective blue color scheme of the non-illuminated street name signs; and

**WHEREAS**, this project consists of retrofitting 59 existing MDC Internally Illuminated Street Name Signs (IISNS) panels at 16 Intersections (see Appendix A) within the Village of Palmetto Bay; and

**WHEREAS**, all work under the scope of this project must be performed in accordance with all applicable sections of the Special Provisions for Traffic Signal Construction in Miami-Dade County as well as all state and national standards for signal construction; and

**WHEREAS**, once the Village has accepted the work as complete under contract 2012-PW-101, PWWM will resume its responsibility for the installation and maintenance of the IISNS signs installed under contract 2012-PW-101 including fabrication of replacement panels; and

**WHEREAS**, a competitive bid process was followed for IISNS Retrofit with the issuance of Invitation to Bid No. 2012-PW-101 on June 6, 2012; and

**WHEREAS**, on June 20, 2012 one (1) contractor submitted a bid for IISNS Retrofit at which time it was publicly opened and read aloud; and

**WHEREAS**, after a thorough analysis of the response Village Administration concluded that Magesco, Inc. a Miami-Dade County approved licensed signalization contractor was the lowest, most inclusive and responsible bid; and

**WHEREAS**, Magesco, Inc. provided the Village of Palmetto Bay with a base bid of \$47,660.00; and

**WHEREAS**, the base bid includes retrofitting of 59 panels at 16 Intersections (see Appendix A) within the Village of Palmetto Bay, which includes maintenance of traffic at 16 intersections; fabrication, removal and installation of 59 panels; and

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

**Section 1.** The Village Manager is authorized to execute an agreement with Magesco, Inc. to provide IISNS retrofit services.

**Section 2.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this \_\_\_\_\_ day of July, 2012.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Shelley Stanczyk  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Eve A. Boutsis,  
FIGUEREDO & BOUTSIS, P.A., as Office  
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_

Council Member Howard J. Tendrich \_\_\_\_\_

Council Member Joan Lindsay \_\_\_\_\_

Vice-Mayor Brian W. Pariser \_\_\_\_\_

Mayor Shelley Stanczyk. \_\_\_\_\_

**RESOLUTION NO. 05-49**

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE SIGNAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH MIAMI-DADE COUNTY ACCEPTING RESPONSIBILITY FOR THE INSTALLATION AND MAINTENANCE OF STREET NAME ON JURISDICTIONAL STREETS MAINTAINED BY THE VILLAGE, WITHIN ITS VILLAGE BOUNDARIES; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Village is desirous of assuming responsibility for the installation and maintenance of street name signs on those streets maintained by the Village within its boundaries; and

**WHEREAS**, the Village will assume sole and complete responsibility for the maintenance of all such signs installed by Village Public Works staff or a Village licensed contractor within the boundaries of the Village of Palmetto; and

**WHEREAS**, the Village, pursuant to Section 768.28, Florida Statutes, assumes sole and complete liability for any accident or injury which may occur during the installation and maintenance of said traffic control devices; and

**WHEREAS**, the County and the Village have determined that it is in the best interest of the parties that responsibility for recordkeeping of all installation and repairs be transferred to the Village; and

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

**Section 1:** Miami-Dade County shall transfer sole and complete responsibility for the installation and maintenance of street name signs on jurisdictional streets maintained by the Village to the Village of Palmetto Bay after the execution of the agreement.

**Section 2:** Village Manager is authorized to execute an agreement with Miami-Dade County for the Installation and Maintenance of Signs.

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

**PASSED and ADOPTED** this 11<sup>th</sup> day of July, 2005.

ATTEST: Meighan J. Pier  
Meighan Pier  
City Clerk

APPROVED: Eugene P. Flinn  
Eugene P. Flinn  
Mayor

READ AND APPROVED AS TO FORM:

Eve A. Boutsis  
Eve Boutsis  
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Ed Feller                    YES
- Council Member Paul Neidhart           YES
- Council Member John Breder             YES
- Vice-Mayor Linda Robinson              YES
- Mayor Eugene P. Flinn                    YES

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STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I, Meighan J. Pier, Village Clerk of the Village of Palmetto Bay, Florida, hereby certify that the attached is a true and correct copy of Resolution 05-49, as shown in the records of the Village on file in the office of the Village Clerk.

Witness my hand and corporate seal of the Village of Palmetto Bay, FL, this 25<sup>th</sup> day of July, 2005.

Meighan J. Pier  
Meighan J. Pier, CMC  
Village Clerk

**INTERLOCAL AGREEMENT**  
**FOR THE INSTALLATION AND MAINTENANCE OF SIGNS**

THIS AGREEMENT entered into this 9<sup>th</sup> day of June, 2006,

between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County"), and the VILLAGE OF PALMETTO BAY, a municipal corporation of the State of Florida (the "Village").

WHEREAS, the Village desires to assume the installation and maintenance responsibilities of street name, parking restrictions, warning and speed limit signs.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, it is hereby agreed between the Village and the County as follows:

1. The recitals set forth above are incorporated herein by reference. The Village will only install and maintain ground mounted street name signs on those streets within its jurisdictional boundaries.
2. The Village assumes sole and complete responsibility for the maintenance of all such signs that are installed by the Village, within its boundaries.
3. The Village pursuant to the limitations in Section 768.28, Florida Statutes, assumes sole and complete liability for any accidents and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said signs, and hereby indemnifies and holds harmless the County from any and all claims of negligence as a result of the installation, operation or maintenance of said signs.
4. All signs installed by the Village shall conform to the applicable

requirements established by the following publications:

Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.1e-1989), including latest revisions.

Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.

Miami-Dade County Public Works Manual (available from the Public Works Department, Reproduction Services, 111 NW 1 Street, Suite 1604, Miami, FL 33128)

5. The Village shall hire a Miami-Dade County licensed contractor or the installation must be done in-house, by the Village's Public Works crews.

6. The Village shall not remove the existing signs from the stop-top installation. Should the Village install street name signs at the same location where a stop-top street name sign exists, then the Village shall install their signs on the opposite corner(s) of the intersection. The Village, subsequent to this alternate installation, may remove the County's stop-top street name signs by an approved sign contractor. All signs and hardware removed shall be returned to the County.

7. The Village shall be responsible for keeping records of any and all installations and repairs, and shall furnish pertinent documents when said records may be requested.

8. The Village shall attach a decal to the back of the sign panels indicating ownership and date of installation.

IN WITNESS WHEREOF, the Village and the County set their hands and affix their

respective seals, the day and year above written.

MIAMI-DADE COUNTY

Attest:

HARVEY RUVIN, CLERK

By: *[Signature]* 6/8/06  
George M. Burgess  
County Manager



*[Signature]*  
Deputy Clerk

Approved as to form and legal sufficiency:

*[Signature]*  
Assistant County Attorney

VILLAGE OF PALMETTO BAY

Attest:

By: *[Signature]*  
Meighan Pier  
Village Clerk

By: *[Signature]*  
Charles Scurr  
Village Manager

Approved as to form and legal sufficiency:

*[Signature]*  
Village Attorney

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# APPENDIX A

## INTERNALLY ILLUMINATED STREET NAME SIGNS

Street Sign No.	Intersection No.	Intersection	Street Sign	Corner	Illustration
1	1	Old Cutler Road / SW 176 Street	SW 176 ST	NE	
2	1	Old Cutler Road / SW 176 Street	Old Cutler Rd	SE	
3	1	Old Cutler Road / SW 176 Street	SW 176 ST	SW	
4	2	Old Cutler Road / SW 168 Street	Old Cutler Rd	NW	
5	2	Old Cutler Road / SW 168 Street	SW 168 ST Richmond Dr	NE	
6	2	Old Cutler Road / SW 168 Street	Old Cutler Rd	SE	
7	2	Old Cutler Road / SW 168 Street	SW 168 ST Richmond Dr	SW	
8	3	Old Cutler Road / SW 152 Street	Old Cutler Rd	NW	
9	3	Old Cutler Road / SW 152 Street	SW 152 ST / Coral Reef Dr Warrior Way →	NE	
10	3	Old Cutler Road / SW 152 Street	Old Cutler Rd	SE	
11	3	Old Cutler Road / SW 152 Street	SW 152 ST / Coral Reef Dr ← Warrior Way	SW	

## INTERNALLY ILLUMINATED STREET NAME SIGNS

Street Sign No.	Intersection No.	Intersection	Street Sign	Corner	Illustration
12	4	Old Cutler Road / SW 144 Street	Old Cutler Rd	NW	
13	4	Old Cutler Road / SW 144 Street	SW 144 ST Mitchell Dr	NE	
14	4	Old Cutler Road / SW 144 Street	Old Cutler Rd	SE	
15	4	Old Cutler Road / SW 144 Street	SW 144 ST Mitchell Dr	SW	
16	5	Old Cutler Road / SW 136 Street	SW 136 ST Howard Dr	S	
17	5	Old Cutler Road / SW 136 Street	SW 136 ST Howard Dr	S	
18	5	Old Cutler Road / SW 136 Street	Old Cutler Rd	S	
19	6	SW 67 AV / SW 144 ST	SW 67 AV / Ludlam Rd Judge Henry Leyte-Vidal Way	NW	
20	6	SW 67 AV / SW 144 ST	SW 144 ST Mitchell Dr	NE	
21	6	SW 67 AV / SW 144 ST	SW 67 AV / Ludlam Rd Judge Henry Leyte-Vidal Way	SE	
22	6	SW 67 AV / SW 144 ST	SW 144 ST Mitchell Dr	SW	

## INTERNALLY ILLUMINATED STREET NAME SIGNS

Street Sign No.	Intersection No.	Intersection	Street Sign	Corner	Illustration
23	7	SW 77 AV / SW 152 ST	SW 77 AV / Palmetto Rd Samantha Jade Trebbi Av →	NW	
24	7	SW 77 AV / SW 152 ST	SW 152 ST Coral Reef Dr	NE	
25	7	SW 77 AV / SW 152 ST	SW 77 AV / Palmetto Rd Samantha Jade Trebbi Av ←	SE	
26	7	SW 77 AV / SW 152 ST	SW 152 ST Coral Reef Dr	SW	
27	8	SW 77 AV / SW 144 ST	SW 77 AV / Palmetto Rd Samantha Jade Trebbi Av ←	NW	
28	8	SW 77 AV / SW 144 ST	SW 144 ST Mitchell Dr	NE	
29	8	SW 77 AV / SW 144 ST	SW 77 AV / Palmetto Rd Samantha Jade Trebbi Av →	SE	
30	8	SW 77 AV / SW 144 ST	SW 144 ST Mitchell Dr	SW	
31	9	SW 82 AV / SW 144 ST	SW 82 AV	NW	
32	9	SW 82 AV / SW 144 ST	SW 144 ST Mitchell Dr	NE	
33	9	SW 82 AV / SW 144 ST	SW 82 AV	SE	
34	9	SW 82 AV / SW 144 ST	SW 144 ST Mitchell Dr	SW	

## INTERNALLY ILLUMINATED STREET NAME SIGNS

Street Sign No.	Intersection No.	Intersection	Street Sign	Corner	Illustration
35	10	SW 82 AV / SW 152 ST	SW 82 AV	NW	
36	10	SW 82 AV / SW 152 ST	SW 152 ST Coral Reef Dr	NE	
37	10	SW 82 AV / SW 152 ST	SW 82 AV	SE	
38	10	SW 82 AV / SW 152 ST	SW 152 ST Coral Reef Dr	SW	
39	11	SW 82 AV / SW 168 ST	SW 82 AV	NW	
40	11	SW 82 AV / SW 168 ST	SW 168 ST Richmond Dr	NE	
41	11	SW 82 AV / SW 168 ST	SW 82 AV	SE	
42	11	SW 82 AV / SW 168 ST	SW 168 ST Richmond Dr	SW	
43	12	SW 87 AV / SW 152 ST	SW 87 AV Galloway Rd	NW	
44	12	SW 87 AV / SW 152 ST	SW 152 ST Coral Reef Dr	NE	
45	12	SW 87 AV / SW 152 ST	SW 87 AV Galloway Rd	SE	
46	12	SW 87 AV / SW 152 ST	SW 152 ST Coral Reef Dr	SW	

# INTERNALLY ILLUMINATED STREET NAME SIGNS

Street Sign No.	Intersection No.	Intersection	Street Sign	Corner	Illustration
47	13	US1 (N-Bound) / Hibiscus ST	US 1 / S Dixie Hwy Palmetto Bay Blvd Steven Cranman Blvd	NW	
48	13	US1 (N-Bound) / Hibiscus ST	Hibiscus St	NE	
49	13	US1 (N-Bound) / Hibiscus ST	US 1 / S Dixie Hwy Palmetto Bay Blvd Steven Cranman Blvd	SE	
50	14	US1 (N-Bound) / SW 97 AV	US 1 / S Dixie Hwy Palmetto Bay Blvd Steven Cranman Blvd	SE	
51	14	US1 (N-Bound) / SW 97 AV	US 1 / S Dixie Hwy Palmetto Bay Blvd Steven Cranman Blvd	SE	
52	14	US1 (N-Bound) / SW 97 AV	US 1 / S Dixie Hwy Palmetto Bay Blvd Steven Cranman Blvd	SE	
53	14	US1 (N-Bound) / SW 97 AV	SW 97 AV / Franjo Rd Evergreen St	SW	

## INTERNALLY ILLUMINATED STREET NAME SIGNS

Street Sign No.	Intersection No.	Intersection	Street Sign	Corner	Illustration
54	15	US1 (N-Bound) / SW 174 ST	US 1 / S Dixie Hwy Palmetto Bay Blvd Steven Cranman Blvd	NW	
55	15	US1 (N-Bound) / SW 174 ST	SW 174 ST Chafer St →	NE	
56	15	US1 (N-Bound) / SW 174 ST	US 1 / S Dixie Hwy Palmetto Bay Blvd Steven Cranman Blvd	SE	
57	16	US1 (N-Bound) / SW 168 ST	US 1 / S Dixie Hwy Palmetto Bay Blvd Steven Cranman Blvd	NW	
58	16	US1 (N-Bound) / SW 168 ST	SW 168 ST Richmond Dr	NE	
59	16	US1 (N-Bound) / SW 168 ST	US 1 / S Dixie Hwy Palmetto Bay Blvd Steven Cranman Blvd	SE	

VILLAGE OF PALMETTO BAY  
BID OPENING - INVITATION TO BID#: 2012-PW-101  
INTERNALLY ILLUMINATED STREET NAME SIGNS (IISNS) RETROFIT

Bidder

Magesco, Inc.

Price

\$ 47,660.00

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Opening conducted and verified by:

Witnesses:

Meighan J. Alexander

[Signature]

Meighan J. Alexander  
Village Clerk

Print Name:  
Darryl JONE

[Signature]

Print Name:  
Kristy Bada

## SECTION 00100

### ADVERTISEMENT FOR BIDS



#### VILLAGE OF PALMETTO BAY

NOTICE OF INVITATION TO BID#: 2012-PW-101

#### INTERNALLY ILLUMINATED STREET NAME SIGNS (IISNS) RETROFIT

Sealed bids must be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 2:00 p.m. on or before Wednesday, June 20, 2012, (late submittals and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud in the Village of Palmetto Bay Municipal Center Conference Room at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The respondent shall bear all costs associated with the preparation and submission of the response to the bid. ***The respondent must be an approved Miami-Dade County Public Works and Waste Management licensed traffic signal contractor.***

The Village of Palmetto Bay is currently soliciting bids for IISNS Retrofit ("the Project"). A mandatory, pre-bid meeting is scheduled for Wednesday, June 6, 2012 at 10:00 a.m. at Village of Palmetto Bay Municipal Center Conference Room at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Tuesday, May 29, 2012 after 8:30 a.m. at the Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. A \$30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay.

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.

Interested, qualified contractors can obtain information by contacting the Public Works Department at (305) 969-5011.

**SECTION 00210**

**BID FORM**

THIS BID IS SUBMITTED TO:  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157

1. The undersigned BIDDER proposes and agrees, 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 Instructions to BIDDER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of Village's Notice of Award.
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.) **NONE.**

Addendum No. _____	Dated: _____

- (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing 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, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - (f) BIDDER has given the Village written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Village is acceptable to BIDDER.
  - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the Village.
4. BIDDER understands and agrees that this is a unit rate contract. The prices submitted on the bid form are to furnish and deliver all of the Work complete in place. The quantities provided on the form are for the purpose of Bid Evaluation and should be considered estimates only. Contractor's unit prices will not be adjusted to reflect any deviation from the provided quantities. As such the Contractor shall furnish all labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the stated units of work for the Bid Price of:
5. This proposal is accepted, the undersigned agrees to complete all work under this contract within one hundred twenty (120) calendar days after the effective date established in the "Notice To Proceed with the Contract Work".
6. The bidder understands and agrees that the above grand total is inclusive of all work necessary to complete the job as described in the plans and specifications.
7. Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The Village shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

**CONTINUED ON NEXT PAGE**

APPROXIMATE QUANTITIES FOR PER UNIT PRICE BID

Quantity	Item	Unit	Each	Total
16	Maintenance of Traffic	Per Intersection	\$ 250.00	\$ 4,000.00
59	Manufacture Polycarbonate Sign Blank with Retro-reflective Transparent Blue Sheeting	Each	\$ 365.00	\$ 21,535.00
59	Installation	Each	\$ 375.00	\$ 22,125.00

TOTAL BID PRICE: \$ 47,660.00

TOTAL BID PRICE: Forty Seven Thousand Six Hundred Sixty & 00/100 Dollars  
 (Written Total Base Bid Price - From Schedule of Values on BID Form)

NOTES TO BIDDERS:

- o Work to be included for all items:
  - o Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the Village, to obtain approval from Miami-Dade County and complete the work per the specifications shall be included in the above bid.
  - Contractor shall fill in the entire bid form, No spaces are to be left blank.
  - The Village reserves the right to utilize any combination of the base bid, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and Village's available project budget.
  - The Village reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.

8. BIDDER agrees that the work will be completed within 120 days from the date stipulated in the notice to proceed executed under the terms of this contract.

9. Communications concerning this Bid shall be addressed to:

BIDDER: MAGES CO INC.  
 Address: 7010 N.E. 4TH CT  
MIAMI, FL 33138  
 Telephone: (305) 758-2268  
 Facsimile Number: (305) 758-9020.

Attention:

MARC GAUTHIER.

10. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY JUNE 20<sup>th</sup>, 2012

If BIDDER is:

CONTINUED ON NEXT PAGE

AN INDIVIDUAL

N/A

By: \_\_\_\_\_ (SEAL)  
(Individual's Name)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

**A PARTNERSHIP**

N/A.

By: \_\_\_\_\_ (SEAL)

(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

A CORPORATION

By: MAGESCO INC.

(Corporation Name)

FLORIDA.

(State of Incorporation)

By: MARC GAUTHIER.

(Name of Person Authorized to Sign)

PRESIDENT.

(Title)

(Corporate Seal)

Attest: \_\_\_\_\_



(President)

Business address: 7010 N.E. 4<sup>TH</sup> CT  
MIAMI, FL 33138

Phone No: (305) 758-2268 Facsimile No: (305) 758-9020.

A JOINT VENTURE

N/A.

By: \_\_\_\_\_

(Name)

\_\_\_\_\_

(Address)

By: \_\_\_\_\_

(Name)

\_\_\_\_\_

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF )  
FLORIDA ) SS:  
COUNTY OF )  
MIAMI DADE

I HEREBY CERTIFY that a meeting of the Board of Directors of the  
MAGESCO INC.

a Corporation existing under the laws of the State of FLORIDA, held  
on JUNE 13<sup>TH</sup>, 20 12, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, JUNE 20<sup>TH</sup>,  
20 12, to the Village of Palmetto Bay and this Corporation and that their execution thereof, attested by the Secretary of the  
Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 20<sup>TH</sup> day of  
JUNE, 20 12.

Secretary: *Michelle Sautter*

(SEAL)

**CERTIFICATE OF AUTHORITY**

**(IF PARTNERSHIP)**

N/A.

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_ a Corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_ 20\_\_\_\_\_, to the Village of Palmetto Bay and this partnership and that their execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)



**SECTION 00230**

**BID BOND**

Bond Number: 61387243

KNOW ALL MEN BY THESE PRESENTS, that we, Magesco, Inc. (hereinafter called the Principal), and Western Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of South Dakota with its principal offices in the Village of City of Sioux Falls 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 Owner), in the sum of Five Percent of amount bid Dollars (5%), good and lawful money of the United States of America, to be paid upon demand of the said Owner, 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 Owner 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 "Owner" or the "Village")**  
**INTERNALLY ILLUMINATED STREET NAME SIGNS RETROFIT (the "Project")**

for said Owner, 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 Owner 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 Owner, 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 Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

Continued on Next Page

IN WITNESS WHEREOF, THE said Magesco, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said Western Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporation seal, this 20th day of June, and attested by its Witness, A.D., 2012.

ATTEST:

*Paul [Signature]*  
*[Signature]*

Magesco, Inc.

By: *[Signature]* (Title)  
(Principal)

ATTEST:

*[Signature]*  
*[Signature]*

Western Surety Company

By: *[Signature]*  
(Surety) Attorney-in-Fact  
Otto V. Latimer, Jr.

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

END OF SECTION

ACKNOWLEDGMENT OF SURETY

STATE OF Florida  
COUNTY OF Miami-Dade

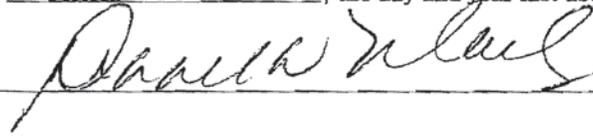
} ss (Attorney-in-Fact)

Bond No. 61387243

On this 20th day of June, 2012, before me, a notary public in and for said County, personally appeared Otto Vincent Latimer Jr to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Otto Vincent Latimer Jr acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Miami, Florida, the day and year last above written.

NOTARY PUBLIC-STATE OF FLORIDA  
My commission expires June 24, 2012  
Christette Walker  
Commission # DD952703  
Expires: JAN. 24, 2014  
Form 1062-2008 THRU ATLANTIC BONDING CO., INC.



Notary Public

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 61387243

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Otto Vincent Latimer Jr

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Magesco, Inc.

Obligee: Village of PALMETTO BAY

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

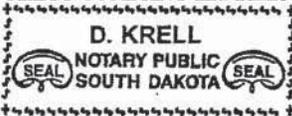
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of September 18th, 2012, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 20th day of June, 2012.



WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

On this 20th day of June, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell  
Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 20th day of June, 2012.

WESTERN SURETY COMPANY  
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President